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

Regular Meeting--Friday, June 28, 1991

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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen Garcia, Medrano, Gutierrez, Gabinski, Shiller.

Call To Order.

On Friday, June 28, 1991 at 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 Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, M. Smith, Moore, Stone -- 43.

Quorum present.

Invocation.

The Reverend Elmer L. Fowler, Pastor of the Third Baptist Church of Chicago, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- TRIBUTE TO LATE MRS.
GERTRUDE SHAW HENDERSON.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the memory of Mrs. Gertrude Shaw Henderson, the mother of six children including Alderman Robert Shaw, State Representative William Shaw and 9th Ward Sanitation Superintendent Charles Shaw.

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, Mrs. Gertrude Shaw Henderson, a resident of Chicago's west side who moved to Chicago from Fulton, Arkansas in 1952, died Sunday, June 9, 1991; and

WHEREAS, Mrs. Henderson was the loving wife of the late William McKinley Shaw and mother of six children; and

WHEREAS, Three of her sons grew up to dedicate their lives to public service, State Representative William Shaw, Alderman Robert Shaw and 9th Ward Sanitation Superintendent Charles Shaw; and

WHEREAS, The other children include sons Eugene, who preceded her in death, and Rufus and daughter Bobbie Brown; and

WHEREAS, Mrs. Henderson was the grandmother of twenty-four children and great-grandmother of twenty-nine children; and

WHEREAS, She was an active parishioner of the Metropolitan Baptist Church, a community organizer for the Order of the Eastern Star, and a member of Operation P.U.S.H. and the N.A.A.C.P.; and

WHEREAS, Her death brings great sadness to her family and many friends, who will forever remember her love, devotion and goodwill; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled this twenty-eighth day of June, 1991, express deep sorrow over the passing of Mrs. Gertrude Shaw Henderson, and extend our sincerest condolences to her family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family as a measure of our deep respect and esteem for their mother, Mrs. Gertrude Shaw Henderson.

On motion of Alderman Burke, seconded by Aldermen Rush, Beavers, Dixon, Evans, E. Smith, Burrell, Laurino, Natarus and Stone, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to express the condolences of the Daley family and the people of Chicago to Alderman Robert Shaw and his family. Observing that Mrs. Gertrude Shaw Henderson was a person for whom family was a motivating and defining force, Mayor Daley declared that her legacy was love, of family and of the people of Chicago whose quality of life she had worked to improve.

Rules Suspended -- SALUTE TO REVEREND GEORGE H. CLEMENTS
AS SPIRITUAL AND CIVIC LEADER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring The Reverend George H. Clements, who is retiring as Pastor of Holy Angels Catholic Church.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The Reverend George H. Clements, best known for his energetic methods of dealing with issues vital to the African-American community, has been the Pastor of Holy Angels Catholic Church on our City's south side for the past twenty-two years; and under his direction, Holy Angels School has become our nation's largest African-American Roman Catholic elementary school with approximately 1,300 students; and

WHEREAS, He has gained national recognition as an early activist in the civil rights movement, with his adoption program, "One Church, One Child" and for his relentless campaign against drugs; and

WHEREAS, Father Clements, who practices what he preaches, inspired the increased adoption of African-American children nationwide by adopting and raising four sons of his own; and the program has resulted in over seven thousand adoptions in thirty-one states; and

WHEREAS, He has been a relentless crusader against drugs even at the risk of personal harm -- he has had death threats from angry drug dealers, phone threats, gunshots fired into his rectory, and his car was stolen and vandalized; and his anti-drug campaign won him acclaim in Washington from President Bush and led to the enactment of a law in 1989 banning stores from selling drug paraphernalia; and

WHEREAS, Vowing to rebuild Holy Angels after a devastating fire in 1986, Father Clements has been the driving force behind the large-scale rebuilding fund; and he fulfilled his dream when the new Holy Angels, a solar-powered structure billed as the "church of the 21st century" was successfully dedicated on June 9, 1991; and

WHEREAS, The new Holy Angels Church serves as a symbol of hope for what can be accomplished by committed individuals determined that nothing stop them from achieving their desired goal; and

WHEREAS, Father Clements' contributions to the City of Chicago are immeasurable -- he has touched the lives of countless Chicagoans and has changed their lives for the better; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled this twenty-eighth day of June, 1991, salute The Reverend George H. Clements, a respected spiritual and civic leader, for his tireless efforts in improving the quality of lives for so many people; and

Be It Further Resolved, That we bid him a sad farewell and extend our best wishes to him as he fulfills his lifetime goal to do missionary work in Africa; and

Be It Further Resolved, That suitable copies of this resolution be presented to Father Clements as a token of our great respect and appreciation.

On motion of Alderman Burke, seconded by Aldermen Rush, Preckwinkle, Beavers, Shaw, Buchanan, Huels, Jones, Streeter, Evans, Hendon, E. Smith, Suarez, Wojcik, Giles, Cullerton, Natarus and M. Smith, the foregoing proposed resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to extend the congratulations and best wishes of the Daley family and the people of Chicago to The Reverend George H. Clements. Calling him a role model for and inspiration to all Chicagoans, Mayor Daley observed that Father Clements had always dreamed of what could be and, taking those dreams and

acting upon them, consistently overcame obstacles throughout his life. Citing his work at Holy Angels School, his "One Church, One Child" program and his crusade against drugs, the Mayor noted that total commitment to all his endeavors has proven to be the hallmark of Father Clements' life. As a man who, through his actions, has always stood for self-discipline, for people helping people, for the best qualities of humanity, Father Clements will be missed by all Chicagoans yet, the Mayor declared, most important to Chicago is that Father Clements has achieved true fulfillment of his leadership role -- he leaves a path for others to follow.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of extending to Father Clements the privilege of the floor. The motion *Prevailed*.

Speaking from the Mayor's rostrum, Father Clements noted that he is a life-long Chicagoan who loves his city and who, wherever in the world his future leads, will forever regard Chicago as his true home and declare its greatness to all he meets. In reflecting upon his work against drugs, Father Clements asked all to always remember to "love the addict and hate the addiction". Turning to his acclaimed "One Church, One Child" program, Father Clements introduced to the Council his sons Joseph, Friday and Stuart who, he stated, had provided the greatest satisfaction for his efforts when they informed him of their intention to adopt when they established their own families. Father Clements then thanked Mayor Daley and the members of the City Council for the honors accorded him and thanked God "for giving us a fantastic city and a beautiful, wonderful people in that city".

Rules Suspended -- CONGRATULATIONS EXTENDED TO ILLINOIS
STATE SENATOR RICHARD H. NEWHOUSE, JR. ON HIS
DISTINGUISHED CAREER IN PUBLIC SERVICE.

Alderman Rush moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of a proposed resolution. The motion *Prevailed*.

The said proposed resolution reads as follows:

WHEREAS, Richard H. Newhouse, Jr. was first elected to the 13th Legislative District of the Illinois General Assembly as an Independent Democrat in 1966; and

WHEREAS, Senator Newhouse served with distinction as Chairman of the Senate Committees on Commerce and Economic Development, Higher

Education and Pensions and the Subcommittee on Minority Concerns in Higher Education; and

WHEREAS, Senator Newhouse was Chairman of the Legislative Advisory Committee on Public Aid and Vice-Chair of the Committee on Consumer Affairs and served as a member of the Appropriations and Elementary and Secondary Education Committees; and

WHEREAS, Senator Newhouse began his career as legal counsel for the United States Department of Housing and Urban Development and served as legal counsel for the Maremount Foundation and the Community Renewal Society; and

WHEREAS, Senator Newhouse has been a consistent advocate for the issues of affordable housing, public health and welfare, civil and human rights, economic development and employment and job training; and

WHEREAS, Senator Newhouse was a vocal proponent of urban-rural cooperation in state government, creating an exchange program between rural and inner-city high school students with Republican lawmakers; and

WHEREAS, Senator Newhouse is the sponsor of the Newhouse Architecture Competition, an eight-year architectural program for Chicago Public High School students; and

WHEREAS, Senator Newhouse holds a Doctor of Jurisprudence from the University of Chicago and a Master's and Bachelor of Arts degree from Boston University; and

WHEREAS, Senator Newhouse founded and served as Chairman of the Black Legislative Clearinghouse, now known as the National Conference of Black Legislators; and

WHEREAS, In 1975, Senator Newhouse became Chicago's first black mayoral candidate, though unsuccessful, he laid the groundwork for future black political empowerment, including the election of Mayor Harold Washington; and

WHEREAS, Senator Newhouse serves on the Board of Directors of the Joint Center for Political and Economic Studies and as a Commissioner with the Education Commission of the States; and

WHEREAS, After twenty-four years, Senator Newhouse has retired as a senior ranking member of the Illinois General Assembly, leaving a distinguished political legacy; now, therefore,

Be It Resolved by the Mayor and City Council of the City of Chicago:

That The Honorable Richard H. Newhouse, Jr., Senator of the 13th Legislative District of the Illinois General Assembly is hereby congratulated and commended for his distinguished service to the citizens of Chicago, for his commitment to civil and human rights, job training and creation, affordable housing and many other issues affecting his constituency, and for his furtherance of black political empowerment in Chicago and the nation; and

Be It Further Resolved, That suitable copies of this resolution be made available to The Honorable Richard H. Newhouse, Jr., Senator of the 13th Legislative District of the Illinois General Assembly.

On motion of Alderman Rush, seconded by Aldermen Tillman, Preckwinkle, Bloom, Buchanan, Burke, Streeter, Natarus and Stone, the foregoing proposed resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to extend his personal congratulations to Senator Richard H. Newhouse, Jr.. Noting that he had served with Senator Newhouse in the Illinois Senate for eight years, Mayor Daley reflected upon the Senator's unique ability to overcome political, regional and cultural differences to successfully work with all people. Mayor Daley then declared that he would continue to seek the counsel and assistance of Senator Newhouse in the future.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of allowing Senator Newhouse the privilege of the floor. The motion *Prevailed*.

Speaking from the Mayor's rostrum, Senator Newhouse stated that he had originally come to Chicago seeking that which he did not find in his home town. While he was retiring from the Illinois General Assembly, the Senator continued, he was not retiring from life and declared that throughout his life, he would continue to work for the betterment of his adopted city. Senator Newhouse also reflected upon the genesis of his public career, recalling that Dr. Martin Luther King, Jr. had been his tenant in Boston, Massachusetts and stating that the "Movement" had been a great force in his decision to enter political life. In thanking Mayor Daley and the members of the City Council for the honors accorded him, Senator Newhouse declared this to be "one of the greatest days of my life".

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF MS. KAREN DANCZAK-LYONS
AS BUDGET DIRECTOR.

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 the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- I hereby appoint Karen Danczak-Lyons as Budget Director.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. CHRISTINE LARSON AS
MEMBER OF SOUTHWEST HOME EQUITY
COMMISSION II.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- I hereby appoint Christine Larson as a member of the Southwest Home Equity Commission II for a term ending June 28, 1994 to succeed Dean Prokop.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. MICHAEL OLEWINSKI AS
MEMBER OF SOUTHWEST HOME EQUITY
COMMISSION II.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- I hereby appoint Michael Olewinski as a member of the Southwest Home Equity Commission II for the term ending June 28, 1994 to succeed Robert M. Winter.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REAPPOINTMENT OF MR. JOHN D. WEDEL AS
MEMBER OF SOUTHWEST HOME
EQUITY COMMISSION II.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- I hereby reappoint John D. Wedel as a member of the Southwest Home Equity Commission II for the term ending June 28, 1994.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 16 OF
MUNICIPAL CODE OF CHICAGO TO RENAME
DEPARTMENT ON AGING AND
DISABILITIES AS CHICAGO
DEPARTMENT ON AGING.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 2-16 of the Municipal Code of Chicago, to rename the Department on Aging and Disabilities as the Chicago Department on Aging.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 10, CHAPTER 36, SECTION 330
OF MUNICIPAL CODE OF CHICAGO TO CHANGE CERTAIN
PARKING RATES 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:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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 amending Section 10-36-330 of the Municipal Code of Chicago, concerning parking rates at Chicago O'Hare International Airport.

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 IMPROVEMENT OF
PORTION OF SOUTH ARCHER AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

a City/State Project Agreement for the improvement of Archer Avenue from Damen Avenue to Hoyne Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- LEVY OF TAXES ON ALL TAXABLE PROPERTY
WITHIN SPECIAL SERVICE AREA
NUMBER TWELVE.

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

June 28, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Planning, I transmit herewith an ordinance levying taxes on all taxable property within Special Service Area No. 12.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED CENTRAL AREA CIRCULATOR
GOVERNANCE BOARD.

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

June 28, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of Planning, I transmit herewith an ordinance amending the ordinance establishing the Central Area Circulator Governance Board.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- MODIFICATION AND ENLARGEMENT OF
BOUNDARIES FOR ENTERPRISE ZONE
FIVE.

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

June 28, 1991.

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 which modifies and enlarges the boundaries of Enterprise Zone V located on the west side of the city.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH STATE OF ILLINOIS FOR PRELIMINARY
ENGINEERING FOR IMPROVEMENT OF
INTERSECTION AT NORTH KOSTNER
AVENUE AND WEST MONTROSE
AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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 agreement with the State of Illinois for preliminary engineering of improvements at the intersection of Kostner and Montrose Avenues.

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 PRELIMINARY
ENGINEERING FOR IMPROVEMENT OF
PORTION OF MICHIGAN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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 a City/State Project Agreement for the preliminary engineering for the improvement of Michigan Avenue between Oak Street and 14th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AMENDMENT
TO CITY/STATE PROJECT AGREEMENT FOR IMPROVEMENT
OF MICHIGAN AVENUE BRIDGE OVER CHICAGO
RIVER AND ADJOINING 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

June 28, 1991.

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 amendment to a City/State Project Agreement for the improvement of the Michigan Avenue Bridge over the Chicago River and the adjoining viaduct.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH CHICAGO TRANSIT AUTHORITY TO ACCEPT REGIONAL
TRANSPORTATION AUTHORITY FUNDS FOR LOOP
ELEVATED REHABILITATION PROJECT.

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

June 28, 1991.

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 Mayor to enter into an agreement with the Chicago Transit Authority to accept \$1,047,000 in Regional Transportation Authority funds for the Loop Elevated Rehabilitation Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE
WITH AMOCO OIL COMPANY FOR OPERATION OF
SERVICE STATION ON CHICAGO SKYWAY.

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

June 28, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing the

execution of a lease between the City of Chicago and Amoco Oil Company for the operation of the service station located on the Chicago Skyway.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH UNITED STATES DEPARTMENT OF AGRICULTURE,
ANIMAL AND PLANT HEALTH INSPECTION SERVICES,
ANIMAL DAMAGE CONTROL FOR ECOLOGICAL
STUDY 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*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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 an agreement between the City of Chicago, Department of Aviation and the United States Department of Agriculture, Animal and Plant Health Inspection Services, Animal Damage Control for an ecological study of O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF BOARD OF EDUCATION
PROPERTY IN AREA OF WEST 63RD STREET AND
SOUTH CLAREMONT AVENUE TO PUBLIC
BUILDING COMMISSION OF
CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Board of Education of the City of Chicago, I transmit herewith an ordinance authorizing the sale of Board of Education property located in the vicinity of West 63rd Street and South Claremont Avenue (formerly Saint Rita High School) to the Public Building Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- MODIFICATION OF PREVIOUSLY ADOPTED
AUTHORIZATION FOR SALE OF LAND IN
63RD-KEDZIE COMMERCIAL
DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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 modifying a previously adopted authorization for the sale of land in the 63rd-Kedzie Commercial District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF SHORT TERM
LEASE AGREEMENT WITH COOK COUNTY FOR PROPERTY
AT WEST 31ST STREET AND SOUTH CALIFORNIA
AVENUE FOR USE AS CORRECTIONAL
FACILITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing the execution of a short term lease agreement between the City of Chicago and Cook County for the lease of property located at 31st Street and California Avenue for use as a correctional facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXCHANGE OF REAL PROPERTY
WITH HABITAT COMPANY AND CONVEYANCE OF SAME
TO CHICAGO PARK DISTRICT FOR EXPANSION
OF PLAYLOT IN 4400 BLOCK OF NORTH
MAGNOLIA AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing an exchange of real property between the City of Chicago and the Habitat Company, and the conveyance of property to the Chicago Park District, in order to allow expansion of a Park District playlot in the 4400 block of North Magnolia Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF BID PROPOSALS FOR
PURCHASE OF VARIOUS CITY-OWNED
PROPERTIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith ordinances accepting bid proposals for various city-owned properties. The attached bid proposals were opened by the Department of General Services at a public meeting on June 21, 1991.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REJECTION OF BID PROPOSALS FOR PURCHASE
OF VARIOUS CITY-OWNED PROPERTIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith ordinances rejecting bid proposals for various city-owned properties. The attached bid proposals were opened by the Department of General Services at a public meeting on June 21, 1991.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH NORTHWESTERN TECHNOLOGIES GROUP FOR
OPERATION OF PRIVATE NOT-FOR-PROFIT
TELECOMMUNICATIONS NETWORK
IN PUBLIC WAY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing the execution of an agreement between the City of Chicago and Northwestern Technologies Group for the operation of a private not-for-profit telecommunications network in the public way.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CERTAIN CITY EMPLOYEES
MEETING INCOME ELIGIBILITY REQUIREMENTS
TO PARTICIPATE IN NEW HOMES FOR
CHICAGO PROGRAM.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted

therewith, Referred to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Housing and Real Estate:

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 28, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing certain categories of City employees who meet income eligibility requirements to participate in the New Homes for Chicago Program.

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

Communications from Mr. James C. Slifer, P.E., District Engineer, under dates of June 13, 14 and 18, 1991, 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:

November 14, 1990.

Allocation of Motor Fuel Tax funds for engineering and installation of traffic control signals at intersection of 5300 South California Avenue.

December 19, 1990.

Allocation of Motor Fuel Tax funds for engineering and installation of traffic control signals at West Division Street and North Cleaver Street.

March 15, 1991.

Authorization for execution of City/State Project Agreement for improvement of Division Street Bridge over north branch of Chicago River.

Authorization for execution of City/State Project Agreement for construction of third level addition to Park-and-Ride Facility at Cumberland Avenue Station on O'Hare Rapid Transit Line.

Authorization for execution of City/State Project Agreement for improvement of vertical clearance at intersection of West Chicago Avenue and North Albany Avenue.

Authorization for allocation of Motor Fuel Tax Bond funds for various projects in improved streets, county or state highways during year 1991.

April 12, 1991.

Authorization for execution of City/State Project Agreement for improvement of street and sidewalk lighting under railroad viaducts at various locations along federal-aid urban system routes.

Placed On File -- REPORT OF VOUCHER PAYMENTS
FOR PERSONAL SERVICES FOR
MONTH OF MAY, 1991.

Also, the City Clerk transmitted a report listing the personal services paid by voucher for the month of May, 1991, received from Mr. Walter K. Knorr, City Comptroller, which was *Placed on File* and ordered published:

[List of voucher payments printed on pages
2462 through 2463 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on June 12, 1991, 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 June 28, 1991, 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 June 12, 1991, 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:

(Continued on page 2464)

PERSONAL SERVICES PAID BY VOUCHER MAY, 1991

NAME	ADDRESS	DEPT.	TITLE	ACCT.	RATE	MAY, 1991
Andrij Chychula	2241 West Rice	Fire	Fireman	100	415.48 B/P	415.48
Banks, James M.	1040 W. Grandville	Fire	Fireman	100	327.26 B/P	327.26
Barry, Edward	10545 S. Ridgeway	Fire	Fireman	100	9,738.49 B/P	9,738.49
Breaux, Daniel	5356 W. Waveland	Fire	Fireman	100	284.46 B/P	284.46
Bugaj, Debra	6200 W. Bernice	Fire	Fireman	100	2,701.71 B/P	2,701.71
Case, William	3619 N. Sayre	Fire	Fireman	100	1,331.31 B/P	1,331.31
Clark, Michael	2840 N. Sawyer	Fire	Fireman	100	257.67 B/P	257.67
Connors, Frank	7843 S. Christiana	Fire	Fireman	100	5,751.12 B/P	5,751.12
Corsello, Dan	2515 N. Rutherford	Fire	Fireman	100	280.15 B/P	280.15
Dehler, Robert	5846 W. Melrose	Fire	Fireman	100	8,224.72 B/P	8,224.72
Dill, Cornelius	6305 N. Nechnah	Fire	Fireman	100	1,218.48 B/P	1,218.48
Dunn, Idelle	2056 W. Division	Fire	Fireman	100	280.15 B/P	280.15
Erickson, Paul	4000 E. 134th St.	Fire	Fireman	100	108.54 B/P	108.54
Fitzgerald, Richard	8557 S. Kenneth	Fire	Fireman	100	11,288.25 B/P	11,288.25
Foreman, Martin	3906 N. Whipple	Fire	Fireman	100	270.71 B/P	270.71
Friedman, Jon	1964 N. Burling	Fire	Fireman	100	257.67 B/P	257.67
Garity, Michael	2200 W. Estes Ave.	Fire	Fireman	100	211.70 B/P	211.70
Graber, John	10646 S. Millard	Fire	Fireman	100	300.00 B/P	300.00
Green, Roger	5503 W. Drummond Pl.	Fire	Fireman	100	8,795.84 B/P	8,795.84
Marinek, Dennis	3245 N. Nottingham	Fire	Fireman	100	746.88 B/P	746.88
Heiser, Michael	4939 S. LaCrosse	Fire	Fireman	100	7,006.24 B/P	7,006.24
Hughes, John	6118 S. Knox	Fire	Fireman	100	4,414.49 B/P	4,414.79
Johnson, Darryl	1528 W. 14th Pl.	Fire	Fireman	100	300.44 B/P	300.44
Jost, Thomas	6341 N. Avers	Fire	Fireman	100	10,836.69 B/P	10,836.69
Adam Kaim	4940 S. Western	Fire	Fireman	100	84.94 B/P	84.94
Kenneth Rochon	13136 S. Ave M	Fire	Fireman	100	8,809.24 B/P	8,809.24
King, Michael	3441 W. 63rd Pl.	Fire	Fireman	100	12,771.91 B/P	12,771.91
Kowak, James	3942 E. 112th St.	Fire	Fireman	100	9,529.59 B/P	9,529.59
Lynch, John	11121 S. Talman	Fire	Fireman	100	73.29 B/P	73.29
Martinez, Carlos	5258 W. Drummond Pl.	Fire	Fireman	100	270.71 B/P	270.71

6/28/91

COMMUNICATIONS, ETC.

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PERSONAL SERVICES PAID BY VOUCHER MAY, 1991

NAME	ADDRESS	DEPT.	TITLE	ACCT.	RATE	MAY, 1991
Moran, Thomas	4823 N. Newcastle	Fire	Fireman	100	270.71 B/P	270.71
Murphy, Daniel	6813 S. Karlov	Fire	Fireman	100	293.28 B/P	293.28
Nemec, Daniel	3732 N. Pontiac	Fire	Fireman	100	1,617.79 B/P	1,617.79
O'Hare Mary Kay	3521 W. 72nd Pl.	Fire	Fireman	100	613.30 B/P	613.30
Olsen, Donald	6116 N. Avondale	Fire	Fireman	100	8,245.48 B/P	8,245.48
Oshea, Kevin	5028 N. Delphia	Fire	Fireman	100	391.04 B/P	391.04
O'Sullivan, Peter	11732 S. Campbell	Fire	Fireman	100	1,137.83 B/P	1,137.83
Raseh, Dell	6907 N. Olcott	Fire	Fireman	100	14,259.45 B/P	14,259.45
Robinson, Stanley	7804 S. Euclid	Fire	Fireman	100	59.87 B/P	59.87
Rockwell, James	2425 W. 114th St.	Fire	Fireman	100	9,878.45 B/P	9,878.45
Rose, Deborah	5265 N. Lawler	Fire	Fireman	100	3,959.83 B/P	3,957.83
Roszkowski, Paul	5700 W. Patterson	Fire	Fireman	100	257.67 B/P	257.67
Santin, Richard	11006 S. Trumbull	Fire	Fireman	100	8,117.80 B/P	8,117.80
Steiner, William	7121 N. Oleander	Fire	Fireman	100	270.71 B/P	270.71
Tricoci, Salvatore	6831 N. Northwest Hwy	Fire	Fireman	100	8,457.53 B/P	8,457.53
Trinidad, James	10700 S. Ave A	Fire	Fireman	100	270.71 B/P	270.71
Van Auken, Bruce	10738 S. Kedzie	Fire	Fireman	100	7,653.40 B/P	7,653.40
White, James	1726 W. 100th Pl.	Fire	Fireman	100	257.67 B/P	257.67
Wilfert, Kenneth	4056 W. 115th St.	Fire	Fireman	100	1,120.83 B/P	1,120.83
Zeigler, Rick	3921 W. 78th	Fire	Fireman	100	270.71 B/P	270.71
Goosby, Lawrence	1400 E. 55th Pl.	Insp. Ser.	Hearing Officer	100	22.00 P/H	3,536.50
Lollino, Laurie	1919 N. Newland	Insp. Ser.	Hearing Officer	100	22.00 P/H	3,712.50
Zelek, Robert	6852 Northwest Hwy	Insp. Ser.	Hearing Officer	100	22.00 P/H	82.50
Meister, Christopher	1444 W. Berwyn	Mayor's Ofc.	Admin. Asst.	100	4,000.00 P/M	4,000.00
Mullins, Margaret	2039 Pimmit Dr - DC	Mayor's Ofc.	Admin. Asst.	100	9.00 P/H	1,386.00
Walter Bland Jr	7224 So. Cole	Police	Policeman	100	3,383.68 B/P	3,383.68
Maines, Michael	7157 N. Oriole	Police	Policeman	100	22,541.15 B/P	22,541.15
Wash, Rosemarie	6455 S. Kenneth	Police	Policeman	100	5,730.38 B/P	5,730.38

(Continued from page 2461)

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

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

American National Bank, under Trust Agreement 10862704; Harris Bank, under Trust Agreement 40010; and Daniel E. J. Mackin -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-H bounded by:

West Henderson Street; a line 156 feet west of and parallel to North Paulina Street; the alley next south of and parallel to West Henderson Street; and a line 264 feet west of and parallel to North Paulina Street.

A.R.E. Development -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-G bounded by:

the alley next north of and parallel to West Fletcher Street; the alley next west of and parallel to North Southport Avenue; West Fletcher Street; and a line 240.40 feet west of and parallel to North Southport Avenue.

Greg Bayer -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 5-M bounded by:

the alley next north of and parallel to West North Avenue; a line 106.92 feet east of North Merrimac Avenue; West North Avenue; and North Merrimac Avenue.

Bruce Dickman -- to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 3-H bounded by:

West Division Street; a line 169.40 feet east of North Damen Avenue; the alley next south of and parallel to West Division Street; and North Damen Avenue.

Randall and Sabine Lukes -- to classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 11-H bounded by:

a line 31 feet north of West Montrose Avenue; North Hermitage Avenue; West Montrose Avenue; and a line 107.50 feet west of North Hermitage Avenue.

Metro-Chicago Sports Stadium Joint Venture -- to classify as a Stadium Planned Development instead of R4 and R5 General Residence Districts and C1-2 and C1-3 Restricted Commercial Districts the area shown on Map Nos. 1-H and 2-H bounded by:

West Adams Street; South Honore Street; West Monroe Street; the Chicago Transit Authority tracks; West Warren Boulevard; North Wood Street; West Washington Boulevard; North Wolcott Avenue; a line approximately 125 feet north of West Warren Boulevard; a line approximately 75 feet east of North Damen Avenue; West Washington Boulevard; North Damen Avenue; a line approximately 125 feet north of West Warren Boulevard; a line 75 feet east of North Damen Avenue; West Warren Boulevard; North Damen Avenue; West Madison Street; North Seeley Avenue; West Monroe Street; South Damen Avenue; a line approximately 125 feet north of West Adams Street; a line approximately 74 feet east of South Damen Avenue; and West Adams Street.

Percy Moss -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 22-E bounded by:

a line 180.10 feet south of and parallel to East 91st Street; South Michigan Avenue; a line 270.10 feet south of and parallel to East 91st Street; and the alley next west of and parallel to South Michigan Avenue.

Warren Shaboz -- to classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map No. 1-G bounded by:

the alley next north of and parallel to West Hubbard Street; a line 175.65 feet east of and parallel to North Noble Street; West Hubbard Street; and a line 100.38 feet east of and parallel to North Noble Street.

Mark L. Soltis -- to classify as an R4 General Residence District instead of a B2-1 Restricted Retail District the area shown on Map No. 12-K bounded by:

West 47th Street; South Komensky Avenue; the alley next south of West 47th Street; and a line 75 feet west of South Komensky Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Adair Effie, Agency Rent A Car, Aiken Martin L., A.I.M. Realty Company (2), Allstate Insurance Company (5) Waleed S. Haddad, Onie Manning, Dorothy Oates, Donna C. Solomon and Shirley Watkins, American President Lines, American Service Insurance Company (2) Cedric Bossie and Albert Mulero, Arenas David;

Battan Joseph M., Baumann Alan K., Bezik Richard J., Bonner Mary L., Brodlo Frank J., Brown Gladys C., Bruce George W., Buganski Richard M.;

Cahill David, Carroll Daniel T., Carstea Monica, Carter Darryl, Catholic Charities and Gallagher Bassett Services, Chang Chia and Linda, Clavette William F., Colonial Penn Insurance Company (2) Dennis H. Johnson and Rudolph Obsnuk, Coronet Insurance Company and Bettye Davis, Cox Consywillia, Crutchfield Stewart A.;

Del Valle Heriberto, Douglas Raymond L., Duncan Elizabeth A.;

Eck Mary E., Evangelatos Anthony S.;

Fleming IV Edward J., Flemmings Knox and Autherine, Ford Jason S., Freeman Benita L., Frederickson George J.;

Gayles Antoinette, G.E. Capital Fleet Services, Giancarlo Peter A., Glab Rosalia, Glatzer Michael A., Goins Cornell A., Graham Avice J., Greer Ruby L.;

Haberland Clarice, Hawkins John R., Hiestand Edgar L., Hoffberg Don, Holtz Barton, Hoover Bill R.;

Jarmon Erick, Jeon Christine S., Johnson Barbara J., Johnson Robin D., Jones Karen D.;

Keys Olive R., Khoja Sultan, Kleiss Janice L., Krakowski Jeny;

Lange Joan E., Longo Michael J., Lopez Carlos M.;

Mallett Alicia M., Malm Heidi M., Malyszka Lucille D., McCarthy Margaret M., McClurkin Thaddeus A., McGee Harvene, Minkus Ellyn J., Montgomery Annetta, Mora Anna, Morales Porfirio, Mosquera Mario;

Naszke, Jr. Sigmund, Nowinski Thomas E.;

Owens Norma;

Pachnik Dr. Randy L., Park Hyung K., Pavlatos Evangellia L., Peoples Gas Light and Coke Company (2), Perez Eduardo M., Perkins Clara, Pitts Betty J., Powell Yvonne;

Reeves John, Reynolds Carl, Reynolds Charmaine, Rodriguez Jose J.;

Sahlin Matthew W., Salazar Rosemary E., Santos Albert, Saraceno Carmella and Machin Roger, Shakir Faiz A., Shankles Arlene A., Shaw Clarine M., Sheron John C., Shiu Bing C., Silets Florence G., Sisto Oronzo, Siwik Jr. Bernard S., Smith Anthony S., Somerville Mark, Standard Mutual Insurance Company and Edward M. Clements, State Farm Insurance Company (3) Nicholas Bridges, Ging M. Hong and Larry D. Sanford, Stewart Daphanne, Sutor Manfred C.;

Tam Ng Mei S., Terrell Lenise, Ticsay Maria R., Tuck Carl D.;

Vides Alfredo, Vuicic Giovanna;

Walsh Desmond F., Warren Angela, Wells Constance D., Westerman James W., Wilensky Maurice, Odie A. Williams and Bohlander-Williams Associates, Wilson Jerry L., Worthy Pearl.

Referred -- PETITION IN OPPOSITION TO ZONING
RECLASSIFICATION ON PORTION OF
NORTH NATOMA AVENUE.

Also, a communication from Mr. Henry J. Tuttles transmitting a petition opposing the zoning reclassification on a portion of North Natoma Avenue, which was *Referred to the Committee on Zoning*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY AT 123 -- 127 NORTH SANGAMON STREET
APPROVED FOR CLASS 6(b) TAX INCENTIVES
PURSUANT TO COOK COUNTY REAL
PROPERTY CLASSIFICATION
ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 123 -- 127 North Sangamon Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Soodik Printing Co., is the owner of the property commonly known as 123 -- 127 North Sangamon Street, Chicago, Illinois (hereinafter referred to as the "subject property"), and intends to carry out extensive rehabilitation of existing structures and make suitable for use unused and underutilized structures and expand improvements on the subject property in the expectation that the subject property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property will be occupied by Soodik Printing Co., and used for manufacturing purposes; and

WHEREAS, The granting of Class 6(b) tax incentives for the subject property is necessary for the execution of the intended improvements; and

WHEREAS, The execution of these improvements and the future use of the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the improvements to and utilization thereof will generate significant new revenues to the City in the form of real estate and other tax revenues; and

WHEREAS, The permanent real estate index numbers for the subject property are 17-08-440-014-0000 and 17-08-440-015-0000; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago hereby resolve that:

SECTION 1. The City of Chicago has determined that the incentive provided by the Class 6(b) tax incentive is both necessary and appropriate for the said development to occur on the subject property; and

SECTION 2. The City of Chicago, Illinois, hereby supports and consents to the Class 6(b) classification of the subject property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Numbers 17-08-440-014-0000 and 17-08-440-015-0000; and

SECTION 3. The Clerk of the City of Chicago is authorized and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

Be It Further Resolved, That this resolution shall be in effect immediately upon its passage or as otherwise provided for by law.

PROPERTY AT 4226 SOUTH PACKERS AVENUE APPROVED
FOR CLASS 6(b) TAX INCENTIVES PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 4226 South Packers Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners to build, rehabilitate, enhance, and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Gordon Brothers Iron and Metal Company, is the owner of the property commonly known as 4226 South Packers Avenue, Chicago, Illinois (hereinafter referred to as the "subject property") and intends to carry out extensive rehabilitation of existing structures and make suitable for use unused and underutilized structures and expand improvements on the subject property in the expectation that the subject property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property will be occupied by Gordon Brothers Iron and Metal Company, and used for the operation of steel distribution and metal recycling purposes; and

WHEREAS, The granting of Class 6(b) tax incentives for the subject property is necessary for the execution of the intended improvements; and

WHEREAS, The execution of these improvements and the future use of the subject property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the improvements to and utilization thereof will generate significant new revenues to the City in the form of real estate and other tax revenues; and

WHEREAS, The permanent real estate index number for the subject property is 20-05-113-003; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago hereby resolved that:

SECTION 1. The City of Chicago has determined that the incentive provided by the Class 6(b) tax incentive is both necessary and appropriate for the said development to occur on the subject property; and

SECTION 2. The City of Chicago, Illinois, hereby supports and consents to the Class 6(b) classification of the subject property pursuant to

the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Number 20-05-113-003; and

SECTION 3. The Clerk of the City of Chicago is authorized and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

Be It Further Resolved, That this resolution shall be in effect immediately upon its passage or as otherwise provided for by law.

AMENDMENT OF TITLE 3, CHAPTER 32 AND TITLE 16,
CHAPTER 12 OF MUNICIPAL CODE OF CHICAGO
RELATING TO IMPOSITION OF CHICAGO
TRANSACTION TAX ON RESIDENTIAL
PROPERTY WITHIN ENTERPRISE
ZONES.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapters 3-32 and 16-12 of the Municipal Code of the City of Chicago pertaining to the imposition of the City transaction tax on residential property located within enterprise zones, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is the aim of the Chicago Enterprise Zone Ordinance to encourage commercial and industrial development in depressed areas by creating various tax and other incentives; now, therefore,

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

SECTION 1. Section 3-32-030(B)(7) of the Municipal Code of Chicago is hereby amended by adding the language in italics to read as follows:

7. The tax imposed by Section 3-32-030(B)(1) shall not apply to the following transactions, provided said transaction in each case is accompanied by a certificate setting forth the facts or such other certificate or record as the director of revenue may require:

(m) Transactions representing the transfer of the title to, or beneficial interest in, real property *used primarily for commercial or industrial purposes* located in an enterprise zone, as defined in Chapter 16-12 of the Municipal Code of Chicago.

SECTION 2. Section 16-12-070(a)(3)(C) of the Municipal Code of Chicago is hereby amended by adding the language in italics to read as follows:

C. The transfer of title to, *or beneficial interest in*, real property *used primarily for commercial or industrial purposes* located within an enterprise zone shall be exempt from the Chicago Transaction Tax, Chapter 3-32 of the Municipal Code of Chicago.

SECTION 3. This ordinance shall take effect thirty days after its passage.

AMENDMENT OF TITLE 11, CHAPTER 12 AND TITLE 3,
CHAPTER 12 OF MUNICIPAL CODE OF CHICAGO
PERTAINING TO CHARGES FOR WATER
AND SEWER SERVICES.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapters 3-12 and 11-12 of the Municipal Code of the City of Chicago concerning the charges for water and sewer services, 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 the members of the committee with Aldermen Shaw, Banks, Beavers and Rush dissenting.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

Aldermen Steele, Hendon and Evans presented the following proposed amendment:

Chapter 11-12 of the Municipal Code of Chicago is hereby amended by adding Section 11-12-720 with the exact language in italics, as follows:

that this ordinance approving an increase in the water rate charges in Sections 11-12-270; 11-12-280; 11-12-290; 11-12-310 and 11-12-420 shall

remain in effect for a maximum period of one year. That the water rate charges in the above named sections shall be automatically terminated on June 30, 1992 and the water rate charge shall be set at the rate structure in effect on June 27, 1991, unless otherwise agreed and revised by the Chicago City Council.

Chapter 3-12 of the Municipal Code of Chicago is hereby amended by adding Section 3-12-060 with the exact language in italics, as follows:

that this ordinance approving a sewer rate charge in Section 3-12-020(a) shall remain in effect for a maximum period of one year. That the sewer rate charge in the above named section shall be automatically terminated on June 30, 1992 and the sewer rate charge shall be set at the rate structure in effect on June 27, 1991, unless otherwise agreed and revised by the Chicago City Council.

Alderman Burke moved to *Refer* the foregoing proposed amendment to the Committee on Finance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Murphy, Rugai, Troutman, Laski, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 28.

Nays -- Aldermen Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Shaw, Jones, Coleman, Streeter, Evans, Miller, Hendon, E. Smith, Burrell, Giles, Moore -- 17.

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

Yeas -- Aldermen Mazola, Tillman, Preckwinkle, Bloom, Steele, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Laski, Burrell, Bialczak, Suarez, Austin, Wojcik, Cullerton, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 33.

Nays -- Aldermen Rush, Beavers, Shaw, Coleman, Evans, Miller, Hendon, E. Smith, Mell, Banks, Giles, Doherty -- 12.

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 11-12 of the Municipal Code of Chicago is hereby amended in Section 11-12-270 by deleting the language bracketed and inserting the language in italics, as follows:

11-12-270. The minimum amount to be charged for water service to any building, structure or premises fronted by a public street, in or to which such building, structure or premises any water supply is laid, but excepting such service which is wholly controlled by meter, shall be as follows:

For buildings having a front width of 12 feet or less	[\$28.90]	\$30.60

For buildings having a front width:

Exceeding 12 feet but not exceeding 15 feet	[39.70]	42.10

Exceeding 15 feet but not exceeding 18 feet	[54.20]	57.50

Exceeding 18 feet but not exceeding 21 feet	[65.50]	69.40

Exceeding 21 feet but not exceeding 24 feet	[69.40]	73.60

Exceeding 24 feet but not exceeding 27 feet	[80.40]	85.20

Exceeding 27 feet but not exceeding 30 feet	[94.50]	100.20

Exceeding 30 feet but not exceeding 33 feet	[104.90]	111.20

Exceeding 33 feet but not exceeding 36 feet	[109.00]	115.50

Exceeding 36 feet but not exceeding 40 feet	[126.80]	134.40

Exceeding 40 feet but not exceeding 44 feet	[134.90]	143.00
Exceeding 44 feet but not exceeding 48 feet	[145.50]	154.20
Exceeding 48 feet but not exceeding 52 feet	[156.70]	166.10
Exceeding 52 feet but not exceeding 56 feet	[167.40]	177.40
Exceeding 56 feet but not exceeding 62 feet	[178.80]	189.50
Exceeding 62 feet but not exceeding 67 feet	[185.30]	196.40
Exceeding 67 feet but not exceeding 72 feet	[196.40]	208.20
Exceeding 72 feet but not exceeding 77 feet	[207.30]	219.70
Exceeding 77 feet but not exceeding 82 feet	[218.40]	231.50
Exceeding 82 feet but not exceeding 87 feet	[232.80]	246.80

For each additional five feet, or major fraction thereof, in excess of 87 feet a charge of [\$11.10] \$11.80 shall be made.

Wings, bays or projections of a depth not greater than 75% of the depth of the main portion of the structure shall have but one-half of their front width included in computing the front width of the building.

In applying the aforesaid schedule to buildings, structures or premises where the outline is a right-angle triangle, only two-thirds of the measurement of the base of such triangular outline shall be taken as the front width.

Where the measurement of the front width of a building of a rectangular outline is greater than the measurement of its depth, the measurement of such depth may be taken instead of the measurement of the front width in applying the schedule of frontage charge.

For each story in height of building in excess of one story, a charge of [\$17.60] \$18.70 per annum shall be made in addition to the foregoing.

The term story as used in the foregoing shall include:

- (a) Basements containing two or more finished rooms, not including laundry rooms;
- (b) Basements or attics used for business purposes, other than those used exclusively for storage, and in which no person is regularly employed;
- (c) Attics containing two or more finished rooms.

Outbuildings, rear buildings or buildings on alleys shall be exempt from service charge when located in the rear of other buildings assessed such service charge, but such buildings shall not be considered as rear buildings when fronted by any street.

For the purpose of assessment, the occupancies of buildings, structures or premises shall be classified as nearly as possible as follows:

Class A. Buildings used as private residences exclusively, which are occupied by members of one family only, and in which no portion of the building is rented or maintained for rent to other persons.

Class B. (b1) Flat or apartment buildings containing one or more flats or apartments with a minimum of one water closet, one bath, and one sink.

(b2) Flat or apartment buildings not having baths for any of the flats or apartments.

The amounts to be charged for service to buildings in Class A shall be the amount heretofore specified as minimum charge for service. This charge shall include service for all ordinary domestic fixtures and openings, but shall include service for outbuildings, air conditioning, or use of hose for sprinkling, washing or like purposes, or other devices which require large amounts of water. Such service as is not included shall be charged for additionally at rates hereinafter specified.

The amounts to be charged for service to buildings in Class B shall be the amounts heretofore specified as minimum charge for service, and this charge shall include, in Class (b1), one flat or apartment equipped with not less than one water closet, one bath and one sink, and in Class (b2), one water closet and two family sinks, each of such sinks being open to use of not to

exceed one family. If either sink is open to use of other families a charge of [~~\$36.30~~] *\$38.50* per annum shall be made for each such other family.

For each other flat or apartment equipped with not less than one water closet, one bath and one sink, a charge of [~~\$84.20~~] *\$88.80* per annum shall be made.

For fixtures for use of apartments having less than the above equipment the following:

For each water closet -- per annum [~~\$36.30~~] *\$38.50*

If such water closet is open to the use of more than one family, an additional charge of [~~\$36.30~~] *\$38.50* shall be made for each such family.

For each bath -- per annum \$38.50

For each wash basin -- per annum [~~\$11.10~~] *\$11.80*

For each family sink which is open to the use of not more than one family -- per annum [~~\$36.30~~] *\$11.80*

If such sink is open to the use of more than one family, an additional charge of [~~\$36.30~~] *\$11.80* per annum shall be made for each such family.

All openings at trays used for private laundry purposes shall be allowed with service charge, but service for outbuildings, air conditioning, use of hose for sprinkling, washing or like purposes, or other devices which require large quantities of water, shall not be included. Such service as is not included shall be charged for additionally at rates hereinafter specified.

For other special water fixtures or for other special or unusual use of water for which no charge is specified, the Commissioner of Water shall determine the amount to be charged for such special fixtures and for such use of water, such charge to be based on an estimate of the water used.

SECTION 2. Chapter 11-12 of the Municipal Code of Chicago is hereby amended in Section 11-12-280 by deleting the language bracketed and inserting the italicized language, as follows:

11-12-280. In addition to other rates and charges assessed against any building, structure or premises, the supply to which is not controlled by

meter, annual rates, or rates for other periods so specified, shall be assessed where fixtures, devices or occupancies are found, as follows:

For hose such as is ordinarily used for sprinkling, washing or like purposes, per season:

For a frontage of 30 feet or less	[\$25.60]	\$27.10
For a frontage exceeding 30 feet but not exceeding 50 feet	[36.30]	38.50
For each additional 25 feet of frontage or major fraction thereof	[7.30]	7.70
For aquariums with water connection, and a capacity not to exceed ten cubic feet of water, per season	[25.60]	27.10
For each additional ten cubic feet or major fraction thereof	[25.60]	27.10

For fountains, per season:

Each jet 1/16 of an inch or less	[\$58.40]	\$61.90
Exceeding 1/16 of an inch but not exceeding 1/8 of an inch	[232.80]	246.80
Exceeding 1/8 of an inch but not exceeding 1/4 of an inch	[577.70]	612.40

Gardens sprinkled or irrigated which are not part of adjoining premises:

For 3,000 square feet or less, per season	[\$25.60]	\$27.10
For each additional 3,000 square feet or major fraction thereof	[11.10]	11.80
For street sprinklers, motor driven, operated for profit, per month, each	[432.20]	458.10

Air-conditioning charges for each
horsepower [68.10] 72.20

For building construction:

At the rate of [~~\$1.16~~] *\$1.23* for every 1,000 cubic feet of building volume, or fraction thereof; provided, however, that no charge shall be less than [~~\$10.90~~] *\$11.60*.

For alterations, repairs, or reconstruction of buildings:

An amount equal to 25% of the amount charged for a building permit issued pursuant to Chapter 13-32 of this Code.

For other special water fixtures, or for any other special or unusual use of water for which no charge has been heretofore specified, the Commissioner of Water shall determine the amounts to be charged for such special fixtures or for such use of water, such charge to be based upon an estimate of water used.

SECTION 3. Chapter 11-12 of the Municipal Code of Chicago is hereby amended in Section 11-12-290 by deleting the language bracketed and inserting the italicized language, as follows:

11-12-290. When water is used for temporary purposes, or for purposes not herein otherwise specified, the quantity of water so used, or to be used, shall be estimated by the Commissioner of Water and shall be charged at the rate of [~~\$0.26~~] *\$0.28* per 100 gallons.

The amount to be charged for the use of water for such temporary or other purposes, when the quantity of water used or to be used shall have been estimated by the Commissioner, shall be paid in advance to the Department of Water by the person desiring to use such water at the rates herein fixed for such use.

SECTION 4. Chapter 11-12 of the Municipal Code of Chicago is hereby amended in Section 11-12-310 by deleting the language bracketed and inserting the italicized language, as follows:

11-12-310. The rate for metered water shall be [\$6.86] \$7.27 per 1,000 cubic feet, subject to a discount of [\$0.17] \$0.18, approximately 2½% for each 1,000 cubic feet if payment is received by the Department of Water within 21 calendar days of the time the bill therefor is mailed as shown by the records of the Department of Water.

If such payment is made to an agent of the City of Chicago authorized to collect water rates, the agent shall transmit the amount of any bills so paid to the cashier of the Department of Water, in order that payment is received in the Department within 21 calendar days of the time the bill therefor is mailed as shown by the records of the Department. An expired discount may be allowed on only one bill for any premises in each calendar year. *Effective upon the billing period commencing November 1, 1991, a late payment penalty assessed at a monthly rate of 1½% shall be imposed on all water charges billed after November 1, 1991 in excess of \$10 for which payment in full is not received within 24 calendar days from the date the bill therefor was mailed as shown by the records of the Department of Water.* Where the correctness of the bill is disputed and where complaint of such incorrectness has been made within the period during which the bill for the premises involved would be subject to the usual discount, or in the case of a late payment penalty, prior to the time the usual penalty would be imposed, and where the adjusting of such complaint requires additional time, [said] the discount may be allowed or the penalty held in abeyance up to and including the [fifth] tenth day succeeding the remailing of such bill.

The late payment penalty established pursuant to this Section shall not be imposed upon persons who are 65 years or older, who own and reside in their own residence and who have a separate water meter or water assessment.

SECTION 5. Chapter 11-12 of the Municipal Code of Chicago is hereby amended in Section 11-12-420 by adding the language italicized and deleting the language in brackets, as follows:

11-12-420. The water rates or charges as herein or hereafter established, except where the water supply is controlled by meter, shall be paid semi-annually in advance at the office of the Department of Water. The semi-annual payments shall cover a period from the first day of May up to and including the thirty-first day of October of each and every year, and from the first day of November of each year up to and including the thirtieth day of April of the following year.

Bills shall be sent out at such times as may be convenient; and the Department of Water may divide the City into districts or divisions, at different times or dates for each district or division.

A discount of approximately [two and one-half percent] $2\frac{1}{2}\%$ shall be allowed if payment is received by the Department of Water within twenty-one calendar days of the time the bill therefor is mailed as shown by the records of the department. If such payment is made to an agent of the City of Chicago authorized to collect water rates, the [said] agent shall transmit the amount of any bills so paid to the cashier of the Department of Water in order that payment is received in the department within twenty-one calendar days of the time the bill therefor is mailed as shown by the records of the department. An expired discount may be allowed on an unpaid bill or bills for any premises for only one semi-annual period in each biennium.

Effective upon the billing period commencing November 1, 1991, a late payment penalty assessed at a monthly rate of $1\frac{1}{4}\%$ shall be imposed on all water charges billed after November 1, 1991 for which payment in full is not received within 24 calendar days from the date the bill therefor was mailed as shown by the records of the Department of Water.

Where the correctness of an inspection on which an assessment is based on or an amount of refund calculated, is disputed, and where complaint of such correctness has been made within the period during which the bill for the premises involved would be subject to the usual discount, *or in the case of a late payment penalty, prior to the time the usual penalty would be imposed*, and where the adjusting of such complaint requires additional time, [said] *the discount may be allowed or the penalty held in abeyance up to and including the [fifth] tenth day succeeding the remailing of such bill.*

The late payment penalty established pursuant to this Section shall not be imposed upon persons who are 65 years or older, who own and reside in their own residence and who have a separate water meter or water assessment.

SECTION 6. Chapter 3-12 of the Municipal Code of Chicago is hereby amended in Subsection 3-12-020(a) by deleting the language bracketed and inserting the language italicized, as follows:

3-12-020(a). A charge for sewer service and use of the sewerage system of the City of Chicago is hereby established. The charge shall be an amount equal to [78%] *76%* of the amount charged for water service pursuant to Chapter 11-12 of this Code, whether such water service is metered or otherwise; property which is exempt from payment of water service charge pursuant to Section 11-12-540 of this Code shall not be exempt from payment of a sewer usage fee, but shall pay an amount equal to [78%] *76%* of the water rate which would be otherwise applicable, but for an exemption pursuant to Section 11-12-540. However, such property as is owned and used in the immediate conduct of carrying out the purpose of any charitable, religious or educational institution, including the

residence occupied by the janitor or caretaker of a religious institution if located on the premises of such religious institution, shall be exempt from the first \$500.00 charge for sewer service per semi-annual billing period.

Effective upon the billing period commencing November 1, 1991, a late payment penalty assessed at a monthly rate of 1 $\frac{1}{4}$ % shall be imposed on all sewer usage fees billed after November 1, 1991 for which payment in full is not received within 24 calendar days from the date the bill therefor was mailed as shown by the records of the Department of Water. Where the correctness of a bill is disputed and where complaint of such incorrectness has been made prior to the time the usual penalty would be imposed, and where the adjusting of such complaint requires additional time, the penalty may be held in abeyance up to and including the tenth day succeeding the remailing of such bill.

The late payment penalty established pursuant to this Section shall not be imposed upon persons who are 65 years or older, who own and reside in their own residence and who have a separate water meter or water assessment.

SECTION 7. This ordinance shall take effect on July 1, 1991.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH
BOARD OF TRUSTEES OF UNIVERSITY OF ILLINOIS
AT CHICAGO TO PROVIDE JOB TRAINING
FOR TEN COMMUNITY HEALTH
ADVOCATES.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing a contract between the Mayor's Office of Employment and Training and the University of Illinois to provide job training, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

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") a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has hereto found and does hereby find that there exists within the City a serious need for job training of persons of low- and moderate-income; and

WHEREAS, The City has determined that the failure to provide job training to such persons is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City annually receives Job Training Partnership Act funds (Title IIA) for adult and youth training programs which funds are administered by the Mayor's Office of Employment and Training ("M.E.T."); and

WHEREAS, M.E.T. has reviewed the proposal submitted by the University of Illinois at Chicago ("University") and has approved the entering into with the University a contract for the provision of training for ten persons as Community Health Advocates funded by the Job Training

Partnership Act (Title IIA) pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. The Director of M.E.T. and the Comptroller are hereby authorized to enter into an agreement in substantially the form as set forth in Exhibit A, subject to the approval of the Corporation Counsel as to the form and legality of such an agreement.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

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

Exhibit "A".

Agreement

Between

The City Of Chicago

*(Acting Through Its Mayor's Office Of
Employment And Training)*

And

*The Board Of Trustees
Of The University Of Illinois.*

This Agreement is entered into as of this 27th day of March, 1991, by and between The Board of Trustees of the University of Illinois, a not-for-profit corporation, authorized to do business in Illinois (the "Contractor") and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting

through its Mayor's Office of Employment and Training ("City"), at Chicago, Illinois, to take effect on April 1, 1991 at 12:01 A.M., Chicago time.

Recitals:

Whereas, The City has entered into an Agreement with the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") to provide employment and training services, pursuant to the Job Training Partnership Act of 1982 ("J.T.P.A."); and

Whereas, The Contractor is ready, willing and able to perform such employment and training services (the "Services") to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth here.

Article 2.

Duties And Responsibilities Of Contractor.

2.01 Scope Of Services.

The Contractor shall perform all Services set forth in the Statement of Work attached hereto as Appendix A and incorporated by reference herein. Contractor shall perform the Services in accordance with the standard of performance set forth in Section 2.02.

2.02 Standard Of Performance.

The Contractor shall perform all Services required of it under this.

Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement, including, but not limited to, the timely and satisfactory rendering and completion of its duties and obligations.

Contractor shall at all times act in the best interests of the City consistent with its professional obligations assumed by it in entering into this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor shall perform again, at its own expense, any and all Services required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the Services by the City shall not relieve Contractor of its responsibility for the professional accuracy of its Services. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

2.03 Personnel Qualifications.

The Contractor, if required to be licensed under any applicable statute, shall provide personnel who are likewise so licensed and certified. The Contractor, if exempt from licensure under any applicable statute, shall provide personnel who are otherwise competent and qualified to perform the Services required under this Agreement. The Contractor shall retain and make available to the city, state and federal agencies governing J.T.P.A. funds all proofs and verification of certification or expertise including, but not limited to, resumes and job descriptions upon request.

2.04 Nondiscrimination.

Pursuant to applicable federal, state and local law, Contractor in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, age, sex, sexual orientation, marital status, military discharge status, source of income, parental status, mental or physical disability unrelated to ability to perform, national origin or ancestry, nor otherwise commit an unfair employment practice. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further

agrees that this clause will be incorporated into any and all contracts entered into with suppliers of materials, services, consultants and sub-consultants and all labor organizations furnishing skilled, unskilled and craft union skilled labor who may perform labor or services in connection with this Agreement. Complaints of discrimination other than those alleging handicap discrimination, are to be filed directly with the Federal Directorate of Civil Rights. These complaint procedures are set forth in the "Complaint Grievance Procedure Manual", Job Training Partnership Act, Illinois Department of Commerce and Community Affairs (December, 1989).

Further, Contractor shall take affirmative action to ensure that applicants and employees are treated without regard to their race, color, religion, or sex, during employment.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 F.R. 14303 and Executive Order 12086 issued October 5, 1978, 43 F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 F.R. 36037, 5 U.S.C. App. 1 (1981); to the Civil Rights Act of 1964, 42 U.S.C. 2000 et seq. (1988), as amended; to the Americans with Disabilities Act of 1990; to the Illinois Human Rights Act, Ill. Rev. Stat. Ch. 68, ¶ 1-101 et seq. (1989), as amended; to the Chicago Human Rights Ordinance, Municipal Code of Chicago, Ch. 2-160, as amended; and the provisions of 41 C.F.R. Chapter 60 (1988).

2.05 Insurance.

The Contractor hereby warrants and represents that it is a self-insured entity.

2.06 Liability.

It is understood and agreed that neither party to this contract shall be legally liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law and this contract shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

2.07 Subpoena Duces Tecum.

In the event that Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum identifying

specifically any Project records, data, or documents generated by Contractor pursuant to this Agreement, Contractor shall give notice to the City and to the Corporation Counsel for the City of Chicago with the understanding that the City shall have the opportunity to contest such process by any means available to it before such records or documents are submitted to a court or third party; provided, however, that the Contractor shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

2.08 Records And Audits.

The Contractor shall maintain all documents pertaining to this Agreement, including, but not limited to, all financial, statistical, property and participant, and support documentation, shall be retained for a period of three years from the date of final payment under this Agreement or until all audits are complete and findings on all claims have been finally resolved. Contractor shall keep books, documentation, papers, records and accounts in connection with this Agreement open to audit, inspection, copying, abstracting and transcriptions and shall make these records available to the City, the U. S. Comptroller General or the Auditor General of the State of Illinois at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for audit, inspection, copying, abstracting and transcriptions for at least five years after the final payment made in connection with this Agreement.

To the extent that the Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor shall maintain and make similarly available to the City, the U. S. Comptroller General or Auditor General of the State of Illinois detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

Contractor shall maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

The Contractor shall safeguard the property and/or equipment authorized by this Agreement, if any, including, but not limited to, requiring locks, alarms, safes, fire extinguishers and sprinkler systems.

No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

2.09 Audit Requirement.

Contractor shall comply with the Single Audit Act of 1984, 31 U.S.C. 7501 et seq. effective January 1, 1990.

The City retains its right to audit the Contractor as set forth in Section 2.08 of this contract.

2.10 Subcontracts And Assignments.

Neither party shall assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the other party. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the rights or duties under this Agreement.

Contractor shall not transfer or assign any funds or claims due or which may become due under this Agreement without the prior written approval of the Purchasing Agent. The attempted transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or to become due to Contractor without such prior written approval shall have no effect upon the City. Contractor represents that no subcontractors are to be used in the performance of its duties and obligations under this Agreement.

2.11 Acknowledgment.

The Parties shall confer with one another in advance of any public announcement, promulgation or other distribution with respect to the Services, and neither party shall use the name of the other in promotional materials including, but not limited to, printed brochures, flyers, written or electronic public notices, news releases, public service announcements, acknowledgment at any special event which is intended to promote the Services, or solicitation of the private sector, nor attribute any statement to the other party without the prior written approval by the other party.

*Article 3.**Term Of Services.***3.01 Term Of Agreement.**

This Agreement shall take effect as of April 1, 1991 and shall continue through June 30, 1991 or until the Services are completed or until the Agreement is terminated in accordance with its terms, whichever occurs first.

3.02 Timeliness Of Performance.

Contractor shall use such efforts in keeping with institutions of higher learning to provide the Services within the time limits required under this Agreement. Contractor acknowledges that in the performance of the Services required by this Agreement, time is of the essence.

3.03 No Damages For Delay.

The Contractor agrees that it shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays by the City in the performance of its Services.

If the Contractor's performance of its Services is delayed by causes beyond its reasonable control, the term of this Agreement may be extended by the City to reflect the extent of the delay. Contractor shall notify the City within ten (10) days of the commencement of such delay and shall have received the Purchasing Agent's approval of the extension; such approval shall not be unreasonably withheld.

By permitting the Contractor to proceed with its Services, or any part of them, after such extension, the City in no way waives any rights under this Agreement, at law or in equity.

Article 4.

Compensation.

4.01 Basis Of Payment.

The Contractor shall be compensated for Services performed and/or costs expended pursuant to the budget which is attached hereto and incorporated by reference as (Sub)Exhibit B.

4.02 Method Of Payment.

The Contractor shall submit invoices to the City at the following intervals during the contract: enrollment; midpoint; and placement.

The invoices shall be in such detail as the City may require in order to calculate the payment due. In addition, the requisition for reimbursement shall be supported by such documents as the City may require. The requisition shall be in writing on a form provided and approved by the City. The City shall process the payment within 60 days following submission.

The final requisition for reimbursement shall be submitted within 15 days of the completion of the Services as set forth in this Agreement. Requisitions that are submitted after this date shall not be honored, unless prior written approval is given by the City.

4.03 Criteria For Payment.

The following items shall require prior written approval from the City in order to be eligible for reimbursement:

- a. Purchase of non-expendable property, for example, equipment, the costs of which exceeds One Thousand Five Hundred Dollars (\$1,500) and repairs to such property which shall increase its useful life or value.
- b. Repair or replacement of damaged or lost uninsured non-expendable property.
- c. Lease or rental of data processing equipment.

- d. Rearrangement or alteration of facilities.
- e. Professional services performed by parties other than the Contractor.

The Contractor shall report purchases in amounts beginning at One Hundred Dollars (\$100) up to and including One Thousand Five Hundred Dollars (\$1,500). All purchases exceeding One Thousand Five Hundred Dollars (\$1,500) shall require approval by D.C.C.A..

4.04 Allowable Costs.

All payments, although approved by the City Comptroller's Office, are not to be considered final and may be disallowed upon the completion of audits performed by the City or the appropriate federal or state agency. In the event of such disallowance, the Contractor shall refund the amount disallowed to the City of Chicago.

4.05 Funding.

Any payments under this Agreement shall be made from Fund No. 276-13-2005-866-0022-6394 and are subject to the annual appropriation and availability of funds therein. The maximum amount to be encumbered under this fund for disbursement pursuant to this Agreement shall not exceed \$31,100.00 without an amendment to this Agreement in accordance with Section 8.03 hereof. Additional funding for subsequent fiscal years may be allocated to this Agreement pursuant to Section 8.03.

Article 5.

Disputes.

Except as otherwise provided in this Agreement, the City or Contractor shall bring any dispute concerning a question of fact arising under this Agreement which is not disposed of to the Purchasing Agent for decision after hearing. The Purchasing Agent shall reduce his decision to writing within 30 days of the receipt of the complaint from the Contractor. The decision of the Purchasing Agent shall be final and binding.

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, Contractor represents:

- A. That it and each of its employees, agents, subcontractors of any tier are competent to perform the Services required under this Agreement; and that Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;
- B. That, to the best of Contractor's knowledge, no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by applicable law;
- C. That Contractor shall not knowingly use the services of any ineligible contractor or consultant for any purpose in the performance of its Services under this Agreement;
- D. That Contractor is not in default at the time of the execution of this Agreement, or deemed by the Purchasing Agent to have, within five years

immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago; and

- E. That Contractor acknowledges that the City, in its selection of Contractor to perform the Services hereunder, materially relied upon Contractor's proposal and Contractor's oral presentation; that the aforesaid information was accurate at the time it was made; that no material changes in it have been nor will be made without the express consent of the City; and that the City relied among other things during negotiations for this Agreement on Contractor's statements and representations that Contractor holds itself to very high standards of quality and professionalism.

In connection with this Agreement, the parties represent:

- A. That the parties have carefully examined and analyzed the provisions and requirements of this Agreement; that they understand the nature of the Services required; that from their own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that the time available to them for such examination, analysis, and preparation was adequate; that they were permitted access to any person or information in connection with its preparation of the proposal;
- B. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that each party can and shall perform, or cause to be performed, the duties and obligations of this Agreement in strict accordance with the provisions and requirements of this Agreement;
- C. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by either party, its officials, agents, or employees, has induced the other party to enter into this Agreement or has been relied upon by the other party, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of the Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith;
- D. That Contractor and City were given ample opportunity and time and did review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that both parties did so review those documents, and that either every such statement,

representation, promise or provision has been included in this Agreement or else, if omitted, that both parties expressly hereby relinquish the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission; Contractor has executed a Certification which is attached hereto and incorporated by reference as if fully set forth herein;

- E. Contractor and City understand and agree that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination pursuant to Sections 7.01(A) and (B).

6.02 Joint And Several Liability.

In the event that either party, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by that party shall be the joint and several obligation or undertaking of each such individual or other legal entity.

6.03 Business Documents And Disclosure Of Ownership Interests.

Contractor shall provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois. Contractor shall provide the City with a Disclosure of Ownership Interest Affidavit, a completed copy of which is attached hereto and incorporated by reference herein and further agrees to provide such other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all to be attached as exhibits and incorporated by reference into this Agreement.

Contractor shall further cause its subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all such documents to the City.

6.04 Conflict Of Interest.

No member of the governing body of either party or other units of government and no other officer, employee, or agent of either party or other unit of government who exercises any functions or responsibilities in connection with the subject matter to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The parties covenant that each, their officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subconsultants, presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the obligation of each hereunder. The parties further covenant that in the performance of this Agreement no person having any such interest shall be employed.

Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, the parties agree that each is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, the Contractor shall execute a Certification Regarding Lobbying.

6.05 Nonliability Of Public Officials.

No official, employee or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of such party, with any liability or expenses of defense or be held personally liable to it under any term of provision of this Agreement, or because of the first party's execution or attempted execution, or because of any breach hereof.

Article 7.

*Events Of Default, Remedies, Termination,
Right To Offset, Suspension.*

7.01 Events Of Default Defined.

The following shall constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by either party to the other party.
- B. Failure to perform any obligations under the Agreement. For the Contractor these include, but are not limited to, the following:
 - 1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to a reason or circumstances within Contractor's reasonable control;
 - 2. Failure to promptly re-perform within a reasonable time Services that were rejected as failing to comply with standards in keeping with an institution of higher learning for like services;
 - 3. Discontinuance of the Services for reasons or circumstances not beyond Contractor's reasonable control;
 - 4. Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination;
 - 5. Any other acts specifically and expressly stated in this Agreement as constituting an event of default; and
 - 6. Failure by the City to pay for Services as provided under this Agreement.

7.02 Termination For Default.

The occurrence of any event of default which the defaulting party has failed to cure within (30) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default may cause the non-defaulting party to declare the defaulting party in default. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor, if any, shall, at the option of the City, become its property. If the contract is so terminated, the City may take over the work and services and prosecute same to completion by contract or otherwise.

7.03 Right To Offset.

In addition to any other rights and remedies (including any of set-off) available to the City under the contract or permitted at law or in equity, the City shall be entitled to set off a portion of the contract price or compensation due under the contract in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the Contractor to the City, unless this right of set-off is in violation of any applicable J.T.P.A. Regulations. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

(2) Notwithstanding the provisions of subsection (1) above, no such debt(s) or outstanding violation complaint(s) shall be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

- (a) the Contractor has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts owed to the City and the Contractor is in compliance with the agreement; or
- (b) the Contractor is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (c) the Contractor has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement comprised of this Part I, the attached Statement of Work, Part III, "Administrative Provisions", the exhibits attached hereto and incorporated hereby and the Program Design Section of the Proposal submitted by the Contractor to the City shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

8.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the Mayor, Comptroller, and Purchasing Agent of the City or their respective successors and assigns. The City shall incur no liability for Additional Services without a written amendment to this Agreement pursuant to this Section.

8.04 Compliance With All Laws.

Contractor shall at all times observe and comply with all applicable laws. Provision(s) required by law to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement.

8.05 Compliance With J.T.P.A.

The Contractor shall comply with all provisions of the J.T.P.A., and all applicable state and local laws, ordinances and executive orders relating to the J.T.P.A.

8.06 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

8.07 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not effect the remaining portions of this Agreement or any part thereof.

8.08 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

8.09 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.10 Cooperation.

The parties agree at all times to cooperate fully with each other and to act in each other's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, each party shall make every effort to assure an orderly transition to another provider of the services, if any, orderly demobilization of its own operations in connection with this Agreement.

8.11 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

Article 9.

Notices.

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

Mayor's Office of Employment and
Training
Suite 200
510 North Peshtigo Court
Chicago, Illinois 60611
Attention: Director

; and

Department of Purchases, Contracts
and Supplies
Room 400, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Purchasing Agent

With Copies To:

Department of Law
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To Contractor:

Office of Grants and Contracts
University of Illinois at Chicago
P.O. Box 6998, M/C 551
Chicago, Illinois 60680
Attention: John P. Ward, Director

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section 9. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois or in accordance with the Municipal Purchasing Act

for cities of 500,000 or more population, as contained in the Illinois Municipal Code, Ill. Rev. Stat. Ch. 24, par. 8-10-1 et seq., as amended, and with the Chicago Municipal Code, as amended.

10.02 Contractor's Authority.

Execution of this Agreement by Contractor is authorized by affixing the signature(s) of each person signing on behalf of Contractor, which have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement.

In Witness Whereof, The City and Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

City of Chicago

By: _____
Mayor

Comptroller

Purchasing Agent

Recommended By: _____
Director, Mayor's Office of
Employment and Training

Approved As To Form And Legality:

Assistant Corporation Counsel

Contractor

By: _____

Title: _____

Attest: _____

Title: _____

Subscribed and sworn to before
me this _____ day of _____,
19__.

Notary Public

My commission expires: _____

[Appendix "A", Exhibit "B", Contractor's Certification, Disclosure of
Ownership Interest Affidavit, Statement of Work, Part III,
"Administrative Provisions", Exhibits and Program
Design Section referred to in this Agreement
unavailable at time of printing.]

**AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ISSUANCE OF GENERAL OBLIGATION TENDER
NOTES, SERIES 1988C TO ALLOW FOR
REPROGRAMMING OF FUNDS.**

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the reprogramming of funds from the General Obligation Tender Notes, Series 1988C, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government 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; and

WHEREAS, The City Council of the City by ordinance adopted on May 25, 1988 (Council Journal of Proceedings pages 13945 -- 14025) (the "Note Ordinance"), authorized the issuance of General Obligation Tender Notes, Series 1988C (the "Notes"), in the principal amount of \$36,750,000 for the purpose of financing the acquisition of certain capital equipment for the City; and

WHEREAS, It has been determined that salvage funding in the amount of \$105,200 of the Note proceeds is available to reprogram to the purchase of vehicles for the Department of Revenue; now, therefore,

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

SECTION 1. That the Note Ordinance is hereby amended by striking the words and figures indicated and inserting the words and figures indicated in the attached Exhibit "A".

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

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

Exhibit "A".

Department And Item	No.	Strike Amount	No.	Insert Amount
Department Of Revenue				
Spray Booth		\$ 4,200.00		\$ -0-
Master Canisters	30	11,700.00	30	11,699.56
Walkie Talkies/Charges	20	7,860.00		64,002.33
Cap Screws, Pipes, Sleeves, Spikes and Bolts for Repair		51,232.00		51,111.50
VIP 80 New Meters		760,000.00		792,587.10
VIP 80 Domes		150,000.00		108,413.06
VIP 80 Housing		150,000.00		106,910.97
Mechanism 10 hour		150,000.00		139,515.18

Department And Item	No.	Strike Amount	No.	Insert Amount
Mechanism 10/25 per hour		246,558.00		\$256,995.84
Print Display Calculators	4	7,000.00	4	6,934.40
IBM Terminals/Printers/ Software	4	17,400.00	4	19,270.06
Ticket Counters	2	5,050.00	2	4,722.00
Cargo Vans	6	84,000.00	6	83,160.00
Vehicle Immobilization Devices	50	15,000.00	50	14,850.00
Xerox No. 1090		60,000.00		59,828.00
Scanners S 4000	2	125,000.00		19,800.00
Tow Trucks			4	105,200.00

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO
BOND ANTICIPATION NOTES FOR CHICAGO
MIDWAY AIRPORT IMPROVEMENTS.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Bond Anticipation Notes for the purpose of financing certain improvements at Chicago Midway Airport, up to the amount of \$20,000,000, 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 nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

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 (the "Constitution") having a population in excess of 25,000 and is a home rule unit under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago Midway Airport (the "Airport"); and

WHEREAS, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds and other obligations to finance a portion of the cost of the planning, design, construction, acquisition, equipping and installation of facilities at the Airport; and

WHEREAS, The City desires that certain capital projects at the Airport be commenced and completed as expeditiously as reasonably possible; and

WHEREAS, The City has determined to issue its revenue bonds and, in the interim, bond anticipation notes for the purpose, among others, of financing a portion of the costs of the Authorized Projects (as hereinafter defined); and

WHEREAS, Certain capital projects and such further improvements at the Airport or other accessions to those certain capital projects as may hereafter be deemed necessary or desirable by the City, which are set forth with the estimated costs thereof in Exhibit A attached hereto (collectively, "Authorized Projects"), are proposed to be financed, in part, by the issuance of "Chicago Midway Airport Bond Anticipation Notes" (the "Notes") with a term of approximately three years and which the City expects to be refinanced by the issuance of Chicago Midway Airport Revenue Bonds (the "Bonds"), issued in each case in one or more series; and

WHEREAS, The Notes are proposed to be issued pursuant to an Indenture of Trust in substantially the form submitted to this meeting (the "Indenture") from the City to one or more state or national banks having its principal corporate office in Chicago as trustee (the "Trustee"), providing security for the Notes; and

WHEREAS, The City has determined presently to authorize up to \$20,000,000 principal amount of such Notes (the "Authorized Notes"), to be issued in one or more series designated in order of issuance; and

WHEREAS, The City presently expects to authorize the issuance of Bonds as may be necessary in order to refund the Authorized Notes and to pay for the cost associated with the issuance thereof, in one or more series designated in order of issuance; and

WHEREAS, The City has determined at this time to issue an initial series of Authorized Notes (the "Series 1991 Notes"), for the purpose of financing a portion of the cost of the Authorized Projects; and

WHEREAS, The City desires to enter into the Indenture and such other documents relating to the Series 1991 Notes as may be necessary or desirable for such purposes;

Now, Therefore, In consideration of the foregoing premises,

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

SECTION 1. Findings and Determinations. The City Council hereby finds and determines:

(a) That the Airport capital projects presently contemplated as Authorized Projects involve numerous expenditures over a period of time;

(b) That all of the Authorized Projects and other cost items, a portion of which are to be financed or refinanced through the expenditure of proceeds of the Authorized Notes, are hereby approved by this City Council;

(c) That the City's ability to add to or otherwise modify the scope of the Authorized Projects and to issue Authorized Notes from time to time on or before January 1, 1993 without further action by this City Council in separate series, at various times, in various principal amounts and with various interest rates, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for the Airport as needed, upon the most favorable terms available; and

(d) That in order to provide the optimal allocations of proceeds of an initial series of Authorized Notes to particular Authorized Projects and other cost items according to the engineering and construction needs of the Airport and in order to provide continuing and adequate financing for the aforesaid purposes on the most favorable terms available, the delegations of authority that are contained in this Ordinance, including the authority to make the specific determinations described in clause (c) above, are necessary and desirable.

Thus, authority is granted to the Mayor through the Office of Budget and Management and to the City Comptroller to determine to add to or otherwise modify the scope of the Authorized Projects as and to the extent that such changes are desirable and in the best interest of the Airport and the public it serves and to issue and sell the Series 1991 Notes and one or more additional series of Authorized Notes as, and to the extent, such officers determine that such sale or sales are desirable and in the best financial interest of the Airport.

SECTION 2. Definitions. In addition to the words and terms defined in the preambles to this Ordinance, the following words and terms as used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"City Clerk" means the City Clerk of the City or, with respect to attestation or affixing the City Seal, the Deputy City Clerk of the City.

"Ordinance" means this Ordinance.

"Series 1991 Credit Facility" means the irrevocable transferable direct-pay letter of credit of the Series 1991 Credit Provider securing payments of principal and purchase price upon tender of and interest and redemption premium, if any and so secured, on the Series 1991 Notes.

"Series 1991 Credit Provider" means the banking institution selected pursuant to Section 10 hereof to furnish the Series 1991 Credit Facility or successor or replacement thereto.

SECTION 3. Authorization Of Authorized Notes.

(a) Authorized Notes are hereby authorized to be issued in an aggregate principal amount not to exceed \$20,000,000 pursuant to, and in accordance with, and subject to the terms, conditions and limitations established in, the Indenture (as executed) for the purposes specified in Section 4. Authorized Notes shall be issued, initially, in whole or in part, in a single series expected to be entitled "Chicago Midway Airport Bond Anticipation Notes, Series 1991" (as hereinabove defined, the "Series 1991 Notes") and may be issued in one or more additional series from time to time before January 1, 1993. In addition to the title "Chicago Midway Airport Bond Anticipation Notes", each series of Authorized Notes shall bear a series designation by year and alphabetical character to indicate the date and order of issuance.

(b) The Authorized Notes shall mature not later than August 1, 1994, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable on such dates at such fixed or variable rates of interest not in excess of twelve percent (12%) per annum as provided in the Indenture (as executed). Principal and purchase price upon tender of, and interest and redemption premium, if any, on each Authorized Note shall be payable as provided in the Indenture (as executed).

(c) Subject to the limitations set forth in this Section, authority is hereby delegated to either the Mayor or the City Comptroller to determine the aggregate principal amount of each series of Authorized Notes to be issued, the dates thereof, the maturities thereof, the provisions for optional redemption thereof (which optional redemptions shall be at redemption prices not exceeding one hundred three percent (103%) of the principal amount for each Authorized Note to be so redeemed), the schedule of sinking fund payments to be applied to the mandatory redemption thereof, if any, (which mandatory redemption shall be at a redemption price equal to the principal amount of each Authorized Note to be redeemed, without premium), the provisions for the optional and mandatory tender for purchase thereof, the rate or rates of interest payable thereon and the payment dates for interest thereon.

(d) The Authorized Notes may be issued in fully registered, physical certificated form or in book entry only form registered in the name of a book entry depository, or its nominee, shall be issued in authorized

denominations and shall be dated and numbered (as provided in the Indenture, as executed).

SECTION 4. Purposes. Authorized Notes, including the Series 1991 Notes, are authorized to be issued for the following purposes:

(a) the payment, or the reimbursement for the payment, of all or a portion of the costs of the planning, design, construction, acquisition, equipping and installation of the Authorized Projects;

(b) the payment of interest on, and fees and charges of the Credit Provider (as defined in the Indenture, as executed), if any, for the Authorized Notes during the period required for the planning, design, construction, acquisition, equipping and installation of the Authorized Projects;

(c) the funding of any Debt Service Reserve Requirement (as defined in the Indenture, as executed) for any Series of Authorized Notes;

(d) the payment, or the reimbursement for the payment, of all fees and costs related to the Authorized Projects, including the costs of architectural and engineering management and supervisory consulting services related thereto and administrative costs relating to the Authorized Notes during the period of time required for the completion of the Authorized Projects, including without limitation, the fees, premiums and expenses of the Trustee, the Series 1991 Credit Provider and any other Credit Provider, Remarketing Agent or Tender Agent for the Authorized Notes (all as defined in the Indenture, as executed); and

(e) the payment of the Costs of Issuance (as defined in the Indenture, as executed) of the Authorized Notes.

SECTION 5. The Authorized Notes Are Limited Obligations. The Authorized Notes shall be limited obligations of the City secured solely by a pledge of certain "Net Revenues" (as defined in the Indenture, as executed) and by other specified sources pledged or otherwise provided under the Indenture (as executed) and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee with respect to the Authorized Notes and such Net Revenues, which Net Revenues, funds and other moneys shall be used to pay the principal and purchase price upon tender of and interest and redemption premium, if any, on the Authorized Notes and for such other purposes expressly authorized in the Indenture (as executed). The Authorized Notes will not be general obligations of the City and will not constitute any indebtedness or a loan of the credit of the City, the State of Illinois or any political subdivision of the State of Illinois, or a charge against the general credit or taxing powers of the City, the State of

Illinois or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions of the State of Illinois, or otherwise.

SECTION 6. Assignment. As security for the due and punctual payment of the principal and purchase price upon tender of and interest and redemption premium, if any, on the Authorized Notes the City will (in the Indenture, as executed), assign and pledge to the Trustee (i) the proceeds of any Bonds of the City issued to refund the Authorized Notes, (ii) the Net Revenues, (iii) the rights of the City in, to and under the Series 1991 Credit Facility and any other Credit Facility (as defined in the Indenture, as executed) for the Authorized Notes and (iv) any other rights or revenues assigned or pledged under the Indenture (as executed). Such assignment and pledge is hereby found and determined to be necessary and proper to secure the Authorized Notes.

SECTION 7. Approval And Execution And Delivery Of The Indenture; Delegation Of Authority; Execution And Delivery Of The Authorized Notes.

(a) The form of the Indenture submitted to this meeting is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized and directed to execute and deliver an Indenture providing for the issuance of the Series 1991 Notes and other Authorized Notes in substantially the form of the Indenture submitted to this meeting, with such changes therein and completions thereof, subject to the limitations contained in paragraph (b) of this Section 7, as shall be deemed necessary or appropriate by the officer of the City executing the Indenture, the execution thereof by such officer to constitute conclusive evidence of the approval of such changes and completions by the City Council. Such officer of the City executing the Indenture is specifically authorized to include therein provisions for additional variable interest rate modes for the Notes in such form as such officer shall approve, all as such officer shall deem necessary or appropriate to facilitate the financing of the Authorized Projects. The officer of the City executing the Indenture is hereby authorized and directed to file an executed counterpart thereof with the City Clerk and the Trustee on the date of the closing of the sale of the Series 1991 Notes.

(b) Authority is hereby delegated to the Mayor or the City Comptroller to determine the aggregate principal amount, the date of issuance, numbers, the stated maturity or stated maturities, the interest rate mode or modes set forth in the Indenture (as executed), and the aggregate purchase price or prices of the Series 1991 Notes and other Authorized Notes, if any; provided that (i) the aggregate principal amount, the final maturity date, and the interest rate of the Authorized Notes shall not at any time exceed the limits set forth in Section 4, and (ii) the aggregate purchase price for the Series 1991 Notes shall not be less than ninety-eight

percent (98%) of the principal amount (exclusive of original issue discount) thereof to be issued.

(c) The City Comptroller is hereby authorized to select one or more securities underwriters or groups thereof to act as underwriters for the Series 1991 Notes and for any other Authorized Notes. In each case, the Mayor or the City Comptroller is hereby authorized, at the election of such officer and with the concurrence of the Chairman of the Committee on Finance of the City Council, to execute and deliver a contract of purchase providing for the sale of each such series of Authorized Notes to the underwriters so selected, the execution thereof by such officer to constitute conclusive evidence of the approval of such contract of purchase by the City Council. The officer of the City executing such a contract of purchase is hereby authorized and directed to file an executed counterpart thereof with the City Clerk and the Trustee thereunder on the date of the closing of the sale of each such series of Authorized Notes.

(d) To evidence the exercise of the authority delegated to the Mayor and the City Comptroller pursuant to this Section 7, the Mayor or the City Comptroller is hereby authorized and directed to execute and file with the Trustee therefor, on the date of the closing of the sale of each Series of Authorized Notes, a certificate setting forth the determinations made pursuant to the authority so delegated, which certificate shall constitute conclusive evidence of the proper exercise of such authority. In addition, the Mayor or the City Comptroller shall file with the City Clerk, on the date of the closing of the sale of each series of Authorized Notes, a notification of sale setting forth with respect to such Authorized Notes (1) the aggregate principal amount of Authorized Notes, (2) the stated maturity or maturities, (3) the numbers thereof, (4) the fixed or variable interest rate or rates or applicable interest rate modes, (5) the aggregate purchase price at which such Authorized Notes shall have been sold to the underwriters and (6) the total compensation paid to the underwriters in connection with the sale. In addition, executed copies of each final official statement, the Indenture, supplemental indenture and the contract of purchase shall be filed with such notification of sale.

(e) The Mayor or the City Comptroller is hereby authorized to deliver to the underwriters a preliminary official statement and/or to execute and deliver an official statement with respect to each series of Authorized Notes as shall be deemed necessary or appropriate by the officer of the City executing such official statement in order to comply with the requirements of state and federal law with respect to the offer and sale of such series, the delivery of such preliminary official statement and execution of such official statement by such officer to constitute conclusive evidence of the approval of such preliminary official statement and final official statement by the City Council. The distribution of each such preliminary official statement and final official statement, as so authorized, to prospective purchasers and the use thereof by the underwriters in connection with each offering of the Authorized Notes are hereby authorized. The Mayor or the City Comptroller

is hereby authorized to execute and deliver any certificates contemplated by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, relating to the issuance and sale of the Authorized Notes.

(f) Pursuant to the Indenture (as executed), the Mayor or the City Comptroller shall execute the Authorized Notes on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Authorized Notes, and they shall be attested by the manual or facsimile signature of the City Clerk. Upon such execution on behalf of the City, the Authorized Notes shall be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Authorized Notes to or upon the order of the underwriters therefor.

(g) No further approval or action of the City Council shall be necessary or required for the actions, executions and deliveries contemplated and directed in this Section 7 to be effective and any such actions, executions and deliveries shall constitute the legal and validly binding actions of the City.

SECTION 8. Execution Of Other Documents; Delegation Of Authority.

(a) The Mayor or the City Comptroller is authorized, for and on behalf of the City, to execute and deliver the Indenture in substantially the form of the Indenture submitted to this meeting, and a contract of purchase for each series of Authorized Notes, all as more specifically provided in Section 7, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto, and to such other instruments of the City as may be reasonably required therein or in connection with the issuance and sale of Authorized Notes thereunder, the corporate seal of the City. Each of such instruments may contain such provisions therein consistent with the purposes and intent of this Ordinance as shall be deemed necessary or appropriate by the officer of the City executing the same, the execution or acceptance thereof to constitute conclusive evidence of approval of any and all of such provisions thereof by the City Council; and from and after the execution and delivery of the above-described agreements and instruments, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary or desirable to carry out and comply with the provisions of such agreements and instruments (as executed).

(b) No further approval or action of the City Council shall be necessary or required for the actions, executions and deliveries contemplated in and directed in this Section 8 to be effective, and any such actions, executions

and deliveries will constitute the legal and validly binding actions of the City.

SECTION 9. Appointment Of Trustee, Book Entry Depository And Other Agents.

(a) The Mayor or the City Comptroller may, in such officer's discretion, appoint any state or national banking institution having its principal corporate office in the City of Chicago to act as Trustee under the Indenture (as executed) with respect to the Authorized Notes. The Mayor or the City Comptroller is further authorized to remove or replace and appoint, as such officer may deem appropriate or necessary, in order to effectuate the purposes of this Ordinance, a successor Trustee to act as Trustee under the Indenture (as executed).

(b) The Appointment of the Trustee for the Authorized Notes as Paying Agent for the Authorized Notes is hereby authorized, approved and confirmed. The Mayor or the City Comptroller may, in such officer's discretion, appoint one or more state or national banking corporations, trust corporations, or depositories, to act as paying agents for the Authorized Notes.

(c) The Mayor or the City Comptroller may, in such officer's discretion, specify whether, for efficient administration thereof, any series of Authorized Notes should be registered in book entry only form, and if so determined, such officer is authorized to appoint The Depository Trust Company, New York, New York or Midwest Securities Trust Company, Chicago, Illinois (or their respective nominees) as securities depository for such series of Authorized Notes. The securities depository and the agreements of the City relating thereto in the standard forms of such securities depository with such changes therein and completions thereof as deemed necessary or desirable by the officer of the City executing the same are hereby approved. The Mayor or the City Comptroller is hereby authorized, for and on behalf of the City, to execute and deliver such agreements of the City relating to the securities depository, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City, and such agreements may contain such changes therein and revisions consistent with the purposes and intent of this Ordinance as shall be deemed necessary or appropriate by the officer of the City executing the same, the execution or acceptance thereof to constitute conclusive evidence of approval of any and all changes therein or revisions thereof by the City Council.

(d) The Mayor or the City Comptroller is hereby authorized to appoint such of the underwriters for any series of Authorized Notes as such officer, in his discretion, may deem appropriate to act as remarketing agent for such series of Authorized Notes and is further authorized to appoint such

depository institution as such officer, in his discretion, may deem appropriate to act as tender agent or depository for such series of Authorized Notes. The Mayor or the City Comptroller is hereby authorized, for and on behalf of the City, to execute and deliver such agreements of the City relating to the remarketing agent and tender agent, as the case may be, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City, and such agreements may contain such changes therein and revisions consistent with the purposes and intent of this Ordinance as shall be deemed necessary or appropriate by the officer of the City executing the same, the execution or acceptance thereof to constitute conclusive evidence of approval of any and all changes therein or revisions thereof by the City Council.

SECTION 10. Credit Facility. The Mayor or the City Comptroller may, in such officer's discretion, select a Credit Facility to support or secure payment of the series of any Authorized Notes, if deemed necessary or desirable by such officer for the efficient marketing thereof, and upon any such determination, such officer is hereby authorized to select the Credit Provider for such series of Authorized Notes. The City Council hereby pledges, in addition to the sources of payment under the Indenture for the Authorized Notes, the City's full faith and credit to secure the payment of the City's obligations under the Credit Agreement (as defined in the Indenture, as executed) to reimburse such Credit Provider for any payments made to the holders of Authorized Notes under such Credit Facility and authorizes the Mayor or the City Comptroller to execute and deliver such instruments or agreements as may be deemed necessary to effectuate such pledge. Each such Credit Facility and the agreements of the City relating thereto in the standard forms of each such Credit Provider, with such changes and completions thereof as shall be deemed necessary or desirable by the officer of the City executing the same, are hereby approved; provided that all costs of each such Credit Facility shall be paid out of the proceeds of the sale of Authorized Notes or out of the Net Revenues or other moneys pledged under the Indenture (as executed) of such Authorized Notes. The Mayor or the City Comptroller is hereby authorized, for and on behalf of the City, to execute and deliver such agreements of the City relating to each such Credit Facility, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City, and such agreements may contain such changes therein and revisions consistent with the purposes and intent of this Ordinance as shall be deemed necessary or appropriate by the officer of the City executing the same, the execution or acceptance thereof to constitute conclusive evidence of approval of any and all changes therein or revisions thereof by the City Council.

SECTION 11. Performance Provisions. The Mayor, the City Comptroller and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the execution and delivery of the Authorized Notes and the

performance of all obligations of the City under and pursuant to this Ordinance, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, the City Comptroller, the City Clerk and the other officers, agents and employees of the City (including the Commissioners of the Department of Aviation and the Department of Public Works) shall be, and each of them hereby is, further authorized and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority, including an appropriate certificate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, with respect to the Authorized Notes, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments, and purposes of the City under the Indenture, any contract of purchase, and any preliminary official statement or final official statement and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 12. Proxies. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signatures to the Authorized Notes, whether in temporary or definitive form, and to any other instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In each case, the Mayor or the City Comptroller shall send to the City Council written notice of the person so designated, 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 or the City Comptroller, as the case may be. A written signature of the Mayor or the City Comptroller, as the case may be, respectively executed by the person so designated, shall be attached to such notice. Each such notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor or the City Comptroller is placed on an instrument, certificate or document at the direction of the Mayor or the City Comptroller, as the case may be, in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor or the City Comptroller in person, as the case may be.

SECTION 13. Equal Employment and Minority Business Participation. It is the policy of the City to comply with all local, state and federal laws and regulations, when applicable, regarding equal employment opportunity and minority business participation, and the City Council of the City is desirous that the City avoid penalties and grant forfeitures resulting from non-compliance with such local, state and federal laws and regulations.

SECTION 14. Severability. It is the intention of this City Council that if any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such

section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 15. Captions. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

SECTION 16. Conflicting Provisions Repealed. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 17. Publication. This Ordinance shall be made available to the public by the City Clerk, City Hall, Chicago, Illinois. 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 18. Effective Immediately. This Ordinance shall be in full force and effect from and after its adoption.

Exhibit "A" and Indenture of Trust attached to this ordinance read as follows:

Exhibit "A".

Capital Project Listing.

Project Title	Estimated Local Shares
East Ramp/Detention Basin	\$2,730,000 (1)
Airfield Signage	160,000 (1)
Runway Broom	25,000 (1)
Sanders	78,125 (1)
New C.F.R. Station	62,500 (1)
New C.F.R. Equipment	112,500 (1)

(1) Local share of federal and/or state funded projects.

Project Title	Estimated Local Shares
Security Access System	1,303,000 (1)
Roof Replacement	994,400 (1)
Parking Lot Structures	30,000
Bus Shelters	10,000
Police Relocation/H.V.A.C. Upgrade (Design)	9,000
Police Relocation/H.V.A.C. Upgrade (Const.)	77,000
Security Vehicles	12,500 (1)
Master Plan	15,000 (1)
4R-22L Runway Extension	1,596,000 (1)
13C-31C Rehabilitation Bull's-Eye	20,000 (1)
13C-31C Rehabilitation	8,130,000 (1)
Obstruction Removal (22L Departures)	187,500 (1)
Asphalt Overlays	150,000
Parallel Taxiway 4L Drainage	30,000 (1)
Taxiway Edge Lighting (Design)	30,000 (1)
Taxiway Edge Lighting (Const.)	200,000 (1)
Roadway Relocation	812,500 (1)
Lot C Expansion/Truck Dock Demo. (Design)	120,000
Lot C Expansion/Truck Dock Demo. (Const.)	<u>500,000</u>
TOTAL:	\$17,395,025

(1) Local share of federal and/or state funded projects.

City Of Chicago

To

[Trustee Name],

As Trustee.

Indenture Of Trust

Securing Chicago Midway Airport

Bond Anticipation Notes.

Dated As Of [July __], 1991.

This Indenture of Trust is dated as of [July __ 1991], and is from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and validly existing under the laws of the State of Illinois, to [Trustee Name], a banking corporation duly organized, existing and authorized to accept and execute trusts of the character herein set forth under the laws of the [United States of America/State of Illinois], with its principal corporate trust office located at [Street Address] in Chicago, Illinois (the "Trustee").

Recitals:

Whereas, The City is a home rule unit of local government, duly organized and validly existing under the laws of the State of Illinois and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") and is authorized to own and operate commercial and general aviation facilities; and

Whereas, The City owns and operates an airport known as Chicago Midway Airport (as further hereinafter defined, the "Airport"); and

Whereas, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the costs of the design, construction, acquisition, improvement, equipping and installation of facilities at the Airport; and

Whereas, The City has determined that certain capital projects at the Airport (as further hereinafter defined, the "Authorized Projects") must be commenced and completed as expeditiously as reasonably possible; and

Whereas, By ordinance duly adopted by its City Council (as further hereinafter defined, the "Authorizing Ordinance"), the City has undertaken to issue and sell its Chicago Midway Airport Bond Anticipation Notes (as further hereinafter defined, the "Notes"), in order to provide funds to finance all or part of the costs of Authorized Projects, costs and expenses incidental to the Authorized Projects and to the issuance of the Notes and the interest and administrative expenses payable on the Notes during the period of construction and installation of Authorized Projects until the City can issue and sell its Chicago Midway Airport revenue bonds (as further hereinafter defined, "Bonds") to finance or refinance such costs and expenses; and

Whereas, The City desires to secure the Notes by a pledge of available proceeds of Bonds, certain of its revenues and receipts relating to the Airport and by furnishing a direct-pay letter of credit issued by _____ Bank; and

Whereas, The execution and delivery of this Indenture and the issuance and sale of the Notes have been in all respects duly and validly authorized by the Authorizing Ordinance; and

Whereas, The Notes and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the forms set forth as the Note Form Appendix [omitted in this draft] attached hereto and by this reference incorporated herein, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture; and

Whereas, The execution and delivery of the Notes and of this Indenture have been duly authorized, and all things necessary to make the Notes, when executed by the City and authenticated by the Trustee, 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 Of Trust Witnesseth:

That the City in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Notes by the purchasers thereof, One Dollar duly paid to the City by the Trustee at or before the execution and delivery of these presents and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the payment of the principal and Purchase Price (as hereinafter defined) of and interest on all Notes outstanding hereunder from time to time, according to their tenor and effect and to secure the observance and performance by the City of all the covenants expressed or implied herein and in the Notes, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever:

Granting Clause First.

All proceeds of any Bonds, to the extent available to pay amounts due and payable with respect to the Notes;

Granting Clause Second.

All Net Revenues (as hereinafter defined);

Granting Clause Third.

All right, title and interest of the City, if any, in and to the Credit Facility (as hereinafter defined); and

Granting Clause Fourth.

Any and all other property of any nature from time to time hereafter by delivery or by writing of any kind pledged or assigned as and for additional security hereunder, by the City or by anyone on its behalf with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any time and all times and to hold and apply the same subject to the terms hereof;

To Have And To Hold all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trusts and assigns forever;

But In Trust, Nevertheless, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Notes from time to time issued under and secured by this Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the Notes over any of the other Notes;

Upon Condition, that if the City, its successors or assigns, shall well and truly cause to be paid the principal and Purchase Price upon tender, if any, of the Notes and the interest due or to become due thereon, at the times and in the manner mentioned in the Notes, according to the intent and meaning thereof, and shall cause the payments to be made into the Note Fund and the Note Purchase Fund as required under Article IV and Article VI hereof or shall provide, as permitted by Article XII hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions hereof to the extent provided herein, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

This Indenture Of Trust Further Witnesseth, and it is expressly declared, that all Notes issued and secured hereunder are to be issued, authenticated and delivered, and the Trust Estate hereby assigned and pledged are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Notes as follows:

Article I.

Definitions.

Section 101. Definitions.

(A) For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(i) All references in this Indenture to designated "Articles", "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Indenture. The words "herein", "hereof", "hereto", "hereby" and "hereunder" and other words of similar import refer to this

Indenture as a whole and not to any particular Article, Section or other subdivision.

(ii) The terms defined in this Article have the meanings assigned to them in this Article, and include the plural as well as the singular.

(iii) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as in effect from time to time.

(iv) Every "request", "order", "demand", "application", "appointment", "notice", "statement", "certificate", "consent" or similar action required to be taken hereunder by the City shall, unless the form thereof is specifically provided, be in writing signed by the Authorized City Representative.

(v) In the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding".

(B) For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

"Administrative Expenses" means all costs and expenses, whether Ordinary Expenses or Extraordinary Expenses, of, or incidental to, the administration of this Indenture and any Supplemental Indentures that are payable out of the Administrative Fund or the Trust Estate hereunder, including without limitation fees, premiums, interest amounts and other charges of and costs and expenses incurred by any Trustee, Co-Trustee, Tender Agent, Remarketing Agent, Credit Provider, any of their agents and employees, or any other Person designated in any Supplemental Indenture.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, and for the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Aggregate Cost" of any Authorized Projects means the sum of all Costs thereof.

"Airport" means the airport known as Chicago Midway Airport situated in the County of Cook, State of Illinois, together with any additions thereto or enlargements thereof.

"Airport Revenues" means all amounts received or receivable directly or indirectly by the City for the use and operation of, or with respect to, the Airport, including, without limitation: (1) all rentals, charges, fees and other amounts payable to the City by any Person in respect of the use of or operation or any other activities at the Airport or for any service rendered by the City in the operation thereof, (2) concession revenues, and (3) interest accruing on, and any net earnings realized from the investment of, moneys in the Revenue Fund, the Note Fund and the Operation and Maintenance Fund, but only to the extent such moneys are legally available to pay the principal and Purchase Price of and interest and redemption premium, if any, on the Notes or any obligations of the City to reimburse the Credit Provider for any amounts drawn or otherwise received by the Trustee under the Credit Facility; provided that Airport Revenues shall not include: (a) any amounts derived by the City from Special Facility Financing Arrangements entered into in connection with Special Facility Improvements to the extent such moneys derived are required to pay debt service with respect to such Special Facility Revenue Bonds, (b) any Passenger Facility Charge Revenues or revenues from similar charges or taxes levied by or on behalf of the City with respect to the Airport, (c) interest accruing on, and any net earnings realized from the investment of, moneys in the Construction Fund or in any other fund or account under any Airport Use Agreement specifically excluded from Revenues thereunder in order to be applied for the purposes for which such fund or account was created, (d) gifts and Government Grants-in-Aid, (e) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (f) the proceeds of any condemnation awards, and (g) the proceeds of any borrowings by the City.

"Airport Use Agreement" and "Airport Use Agreements" means, individually and collectively, each airport use agreement and terminal facilities lease or other similar written agreement, as amended, extended or otherwise modified from time to time, between the City and any Airline governing such Airline's lease of terminal facilities at the Airport and its use of Airport facilities.

"Authorized City Representative" means the Comptroller of the City or such other Person at the time designated to act on behalf of the City by a written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Executive Officer. Such certificate may designate an alternate or alternates.

"Authorized Denominations" means any integral multiple of \$100,000 [except as otherwise specified with respect to any particular Note in this Indenture].

"Authorized Projects" means those capital projects and land acquisitions at or related to the Airport described in the Authorizing Ordinance, including without limitation Appendix A thereto, and any additions thereto or modifications thereof by the City pursuant to the Authorizing Ordinance.

"Authorizing Ordinance" means the Ordinance adopted by the City Council of the City on [Ju], 1991 authorizing the issuance of the Notes, the execution and delivery by the City of and its performance of its obligations under this Indenture and other documents required or advisable in connection with the consummation of the transactions contemplated therein, as it may be amended or supplemented by further ordinances of the Governing Body of the City from time to time.

"Bond Counsel" means an attorney at law or a firm of attorneys at law of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia, selected by the City.

"Book Entry Depository" means The Depository Trust Company, New York, New York, or any other depository institution designated by the City, whether as successor thereto or in replacement thereof or independently, in this Indenture to act as a depository in connection with a book entry system for maintaining ownership of interests in the Notes.

"Bonds" means the Chicago Midway Airport revenue bonds issued by the City to refinance Costs of the Authorized Projects paid out of the proceeds of the Notes and investment earnings thereon.

"Business Day" means any day other than (i) a Saturday or Sunday or (ii) a day on which commercial banks in New York, New York, or Chicago, Illinois, are authorized by law or executive order to close.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government duly organized and validly existing under the laws of the State of Illinois.

"Code" means the United States Internal Revenue Code of 1986, as amended. References to the Code and to sections of the Code shall include relevant final, temporary or proposed regulations thereunder as in effect from time to time and as applicable to the Notes.

"Commercial Paper Period" means the Interest Rate Period for Notes of any Series in the Commercial Paper Mode pursuant to the applicable provisions of this Indenture, which is at least one (1) day and not more than one hundred eighty-five (185) days in duration.

"Commercial Paper Rate" means the variable rate of interest, determined for each Commercial Paper Period, applicable to part or all of any Series of Notes which are in the Commercial Paper Mode.

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

"Commissioners" means the Commissioner and the Commissioner of the Department of Public Works of the City, or any successor or successors to the duties of one or both of such officials.

"Completion Date" of the Authorized Projects means the date of completion thereof as that date shall be certified in accordance with Section 305 hereof.

"Comptroller" means the Comptroller of the City.

"Construction Fund" means the fund created by Section 301 hereof. The "Costs of Issuance Account", "Capitalized Interest Account" and "Construction Account" therein are created by Section 302 hereof.

"Construction Period" with respect to the Authorized Projects means the period between the beginning of construction thereof or the date on which the Notes are first delivered to the purchasers thereof, whichever is earlier, and the Completion Date.

"Cost" or "Costs" of any Authorized Projects means individually or collectively any of the items of cost or expense described in Section 303 hereof authorized to be paid from the Construction Fund pursuant to the provisions of Section 304 hereof.

"Cost of Issuance" means any or all of the following costs and expenses: the initial or acceptance fee of the Trustee, Trustee fees and expenses incurred during the applicable Construction Period, legal, financial and accounting fees and expenses, and printing and engraving costs, incurred in connection with the authorization, sale and issuance of the Notes, the execution and filing, if any, of the Indenture, and the preparation of all other documents in connection therewith, and payment of all fees, costs and expenses in connection with the preparation of the Indenture and the Notes and the consummation of the transactions contemplated hereby.

"Counsel" means an attorney at law or a firm of attorneys at law (who may be an employee of or counsel to the City, the City or the Trustee) duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Credit Agreement" means the document or documents, collectively, executed by the Credit Provider and the City that governs the rights, duties and obligations of such parties with respect to the issuance and maintenance of the Credit Facility and/or with respect to Unremarketed Notes, as such document or documents may be amended or supplemented.

"Credit Facility" means the guaranty, irrevocable letter of credit, line of credit, bond purchase agreement, bond insurance or other form of credit enhancement or liquidity support, if any, from time to time in effect, whether the original Credit Facility or any alternate or replacement Credit Facility, as each may from time to time be transferred, assigned, reissued or extended in accordance with its terms, for the Notes as required or permitted in this Indenture. The issuance by the Credit Provider of a new form of its Credit Facility pursuant to its Credit Agreement which effects one or more of the following changes and makes no other amendment or change to such Credit Facility shall be considered for purposes of this Indenture to continue to be such Credit Facility, rather than an alternate or replacement Credit Facility: (i) an extension of the regularly scheduled Credit Facility Termination Date; (ii) changes to the times of day specified therein for submission of notices, drafts or other documents or for payments thereunder; (iii) a change in the fees and expenses to be paid to such Credit provider; (iv) changes to any of the addresses set forth therein; (v) a change in the amount of interest, the payment of which is secured by such Credit Facility, whether by increasing or decreasing the number of days for, or the rate of interest at, which such interest is to be payable for purposes of determining such amount of interest; and (vi) the addition or deletion of coverage by such Credit Facility of premium payable with respect to the Notes for which such Credit Facility was furnished.

"Credit Facility Termination Date" means the date on which the Credit Facility is to expire by its terms, as it may be extended from time to time without making the Credit Facility an alternate or replacement Credit Facility with respect to its earlier form.

"Credit Provider" means the provider at such time of the Credit Facility for the Notes required in or permitted under this Indenture.

"Default" or "default" or "event of default" means an occurrence or event specified in and defined by Section 801 hereof.

"Direct-Pay" means, with respect to amu Credit Facility for part or all of the Notes, that moneys may be drawn or otherwise obtained by the Trustee under such Credit Facility for the payment, to the extent such Credit Facility provides therefor, of principal or Purchase Price, if any, of or interest or redemption premium, if any, on such Notes first, before use of any other moneys available to the Trustee for the meeting of such payment (other than proceeds from the remarketing of Tendered Notes)

and before the occurrence of any default or event of default or the making of any request or demand to the City with respect to such payment.

"Eligible Moneys" means: (i) proceeds of the Notes deposited with the Trustee at the time of issuance and sale of the Notes that are continuously thereafter held subject to the lien of this Indenture in a separate and segregated fund, account or subaccount established hereunder (except the Rebate Fund) in which no moneys that were not Eligible Moneys were at any time held, together with investment earnings on such proceeds;

(ii) moneys received by the Trustee or the Tender Agent from any drawing on the Credit Facility then in effect, together with investment earnings on such moneys, if any;

(iii) proceeds from the remarketing of any Tendered Notes pursuant to this Indenture to any person other than the City or any Affiliate of the City;

(iv) moneys which have been continuously on deposit with the Trustee or the Tender Agent, as agent and bailee for the Owners of the Notes, for at least 123 consecutive days during and before which no petition in bankruptcy is pending or has been filed by or against the City under Title 11 of the United States Code, as amended ("Bankruptcy Code"); and

(v) any other moneys or securities including, without limitation, proceeds from the issuance and sale of Bonds, if there is delivered to the Trustee at the time such moneys or securities are deposited with the Trustee an opinion (which may assume that no owner of the Notes is an insider within the meaning of the Bankruptcy Code), acceptable to each Rating Agency then rating the Notes, of nationally recognized bankruptcy counsel to the effect that the use of such moneys to pay the principal or Purchase Price of or interest or redemption premium, if any, on the Notes would not be avoidable as preferential payments under Section 544 or 547 of the Bankruptcy Code should the City become a debtor in a proceeding commenced thereunder.

"Executive Officer" means the Mayor of the City, the Comptroller of the City, or such other Person as the Mayor shall designate in writing to perform any function or duty required by any provision of this Indenture or the Agreement to be performed by the Executive Officer.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered and all expenses incurred under this Indenture other than Ordinary Services and Ordinary Expenses.

"Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal

Aviation Act of 1958, including any amendments thereto, or any successor agency thereto.

"Force Majeure" means any of the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the governments of the United States or the State, or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; lightning; earthquakes; fires; tornadoes; volcanic eruptions; storms; droughts; floods; explosions; breakage, or malfunction or accident to machinery, transmission lines, pipes or canals, even if resulting from negligence; civil disturbances; or any other cause not reasonably within the control of the City.

"Governing Body" means the City Council of the City, or any successor as legislative governing body of the City.

"Government Grants-in-Aid" means those moneys granted to the City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of capital improvements or acquisition of land at or related to the Airport and shall not include any payments made for services rendered at the Airport.

"Governmental Obligations" means (i) any bonds or other obligations of the United States of America that as to principal and interest constitute direct obligations of the United States of America or the full and timely payment of which are unconditionally guaranteed by the United States of America, are noncallable and at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein or (ii) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in Clause (i) of this definition.

"Indenture" means this instrument as originally executed as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

"Independent Accountant" means a certified public accountant selected by the City and licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be a director, officer or employee of either the City or any airline, (b) shall be satisfactory to the Trustee and (c) may be the accountant that regularly audits the books of the City or the Airport.

"Initial Interest Rate Period" means the period from the date of initial issuance of the Notes through and including the first Interest Rate Adjustment Date.

"Initial Rate" means the interest rate on the Notes for the Initial Interest Rate Period.

"Interest Payment Date" means each date on which interest on the Notes is payable.

"Interest Rate Adjustment Date" means each date, on which part or all of the Notes will begin to bear interest at a rate announced on an Interest Rate Determination Date.

"Interest Rate Determination Date" means each date, which shall be a Business Day, on which interest on part or all of the Notes is determined and announced by the Remarketing Agent.

"Investment Securities" means any of the following obligations or securities, to the extent permitted by law, on which neither the City nor any of its direct or indirect subsidiaries or affiliates (within the meaning of Section 1301 hereof) is the obligor:

- (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 banker's acceptance 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 any holding company of a bank, trust company or national banking association described in Clause (iii); or

- (v) bearer note deposits with, or certificates of deposit issued by, or promissory notes of, any subsidiary incorporated under the laws of Canada or any province thereof of any bank, trust company or national banking association described in Clause (iii); or

- (vi) commercial paper of companies 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

(vii) certificates of deposits denominated in United States Dollars issued by, or United States Dollar time deposits with, the European subsidiaries of (a) 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 or (b) any other bank having combined capital and surplus and retained earnings of at least \$300,000,000; or

(viii) Yankee certificates of deposit or commercial paper, both denominated in United States Dollars, issued by, or bankers' acceptances denominated in United States Dollars of, any bank having combined capital and surplus and retained earnings of at least \$300,000,000 and headquartered in France, Canada, Japan, the United Kingdom, Germany, Switzerland or the Netherlands (provided that any investment made pursuant to this Clause (viii) shall be in a minimum amount of \$1,000,000); or

(ix) time deposits denominated in United States Dollars with any Canadian bank having a combined capital and surplus and retained earnings of at least \$300,000,000; or

(x) money market accounts of the Trustee or any bank whose debt obligations are rated at least P-1 or Aa by Moody's or at least A-1 or AA by S. & P., or whose holding company parent's debt obligations are rated at least A-1 or AA by S. & P. or at least P-1 or Aa by Moody's or combined capital and surplus is not less than \$300,000,000; or

(xi) repurchase agreements with any financial institution or securities dealer having combined capital and surplus and retained earnings of at least \$50,000,000 with any of the obligations of the type described in Clauses (i) Through (ix) above as acceptable collateral, provided that the term of any such repurchase agreement shall not exceed 90 days.

"Mandatory Tender Date" means any of the dates specified in this Indenture on which any Notes are subject to Mandatory Tender.

"Mandatory Tender" means the mandatory tender for purchase of Notes upon the occurrence of certain events as pursuant to the applicable provisions of this Indenture.

"Mid-Year Projection" means any calculation of projected revenues and projected costs for purposes of adjusting rates charged to Airlines for any Fiscal Year in effect before the date of such adjustment.

"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 and acceptable to the Trustee.

"Net Revenues", when used with respect to any insurance or condemnation award, means the proceeds from such insurance or condemnation award and any interest or investment earnings thereon, after payment of all expenses (including attorneys' fees) incurred in the collection of such proceeds.

"Note" or "Notes" means any one or more of the notes authorized, authenticated and delivered under this Indenture.

"Note Fund" means the fund created by Section 405 hereof. The "Interest Account", the "Principal Account", the "Redemption Account", and the "Credit Facility Account" therein are created by Section 407 hereof.

"Noteholder" or "Holder of Notes" or "Owner of Notes" means the Registered Owner of any Note.

"Note Purchase Date" means, for any Note that may become a Tendered Note, (i) each Business Day selected by the Registered Owner of such Note pursuant to the provisions of this Indenture which permit the tender of such Note for purchase and (ii) each Mandatory Tender Date for such Note.

"Note Purchase Fund" means the fund created by Section 417 hereof.

"Note Registrar" means the note registrar appointed as such under Section 205 hereof, including any co-note registrar.

"Operation and Maintenance Expense Projection" for any Fiscal Year means the estimate of Operation and Maintenance Expenses (excluding required deposits into the Operation and Maintenance Reserve Fund) for such Fiscal Year as adjusted by any Mid-Year Projection.

"Operation and Maintenance Expenses" means, for any Fiscal Year, the costs incurred, either directly or indirectly, by the City in operating and maintaining the Airport during such Fiscal Year, including O. and M. Capital Costs, as defined in the Airport Use Agreements presently in effect, and Administrative Expenses.

"Operation and Maintenance Fund" means the Operation and Maintenance Fund created pursuant to Section 403.

"Ordinary Services" and "Ordinary Expenses" mean those services normally rendered and those expenses, including fees of counsel, normally incurred by a trustee or paying agent under instruments similar to this Indenture.

"Other Revenues" means any amounts received or receivable by the City other than Airport Revenues that the City may designate and pledge to the Trustee for the benefit of the Owners of the Notes in any indenture supplemental hereto.

"Outstanding" or "outstanding" or "Notes Outstanding", in connection with the Notes means, as of the time in question, all Notes authenticated and delivered under this Indenture, except:

(i) Notes theretofore cancelled or required to be cancelled under Section 210 hereof;

(ii) Notes that are deemed to have been paid in accordance with Section 410 or Article XI hereof; and

(iii) Notes in substitution for which other Notes have been authenticated and delivered pursuant to Article II or Article VI hereof.

"Passenger Facility Charge Revenues" means all amounts received or receivable by the City pursuant to [statutory citation].

"Person" means any natural person, firm, partnership, association, corporation, trust or public body.

"Plans and Specifications" means the plans and specifications describing any Authorized Projects, as originally submitted and as amended from time to time and approved by the City, all in accordance with the Authorizing Ordinance, as duly certified by an Authorized City Representative.

"Purchase Price" means, with respect to any Tendered Notes, 100% of the principal amount of such Notes, plus accrued and unpaid interest on such Notes.

"Qualified Airport Facilities" means airports and directly related storage and training facilities within the meaning of and qualifying under Section 142(a) of the Code.

"Qualified Costs of Construction" means that portion of the Aggregate Cost of any Authorized Projects that comprise items constituting or included in Qualified Airport Facilities, which items will be charged to such Authorized Projects' capital account for federal income tax purposes or would be so chargeable either with a proper election by the owner thereof under the Code or but for a proper election by such owner to deduct the amount thereof, and were incurred and paid, or are to be incurred and paid, after October 31, 1990.

"Rating Agency" means at any time any or all of Moody's, S. & P. or any other nationally recognized securities Rating Agency designated by the City and acceptable to the Trustee that is or are then rating the Notes.

"Rebate Fund" means the fund created by Section 415 hereof and administered in accordance with the Tax Documents.

"Record Date" means the close of business on the day before each Interest Payment Date.

"Recording Officer" means the City Clerk or Deputy City Clerk of the City.

"Registered Owner" or "Owner" means the Person or Persons in whose name or names a Note shall be registered on books of the City kept for that purpose in accordance with the terms of this Indenture.

"Remarketing Agent" means any Person meeting the qualifications of Section 917 hereof designated from time to time to act as Remarketing Agent for the Notes under Section 916 hereof.

"Revenues" means all Airport Revenues and Other Revenues, if any.

"Revenue Fund" means the fund created by Section 402 hereof.

"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 and acceptable to the Trustee.

"Special Facility Financing Arrangement" means (a) a lease, loan agreement or other agreement and any financing instruments contemporaneous therewith relating to Special Facility Improvements entered into by the City pursuant to which each user or lessee of or borrower in connection with such Special Facility Improvements agrees to make payments to the City during the term thereof in an amount at least equal to the sum of (i) all debt service with respect to Special Facility

Revenue Bonds issued to finance such Special Facility Improvements as the same becomes due, and (ii) all costs of operating and maintaining such Special Facility Improvements required to be paid by the City and for which no mechanism for reimbursement to the City has been established other than payments pursuant to such lease, loan agreement or other agreement and any contemporaneous financing instrument, or (b) any lease of, or other instrument relating to, a Special Facility Improvement entered into by the City as a result of a default by the original or a subsequent lessee or user of, or borrower in connection with, such Special Facility Improvement, to the extent such lease or instrument, or the proceeds thereof, has been pledged to the payment of Special Facility Revenue Bonds. For the purposes of this definition, "debt service" means all amounts payable with respect to the principal, redemption price and purchase price upon tender of and interest on Special Facility Revenue Bonds, for the maintenance of any required reserves or sinking funds with respect thereto, for the payment of any premiums or fees to the provider of any credit enhancement or liquidity support therefor and for the payment of fees and expenses of any trustee, remarketing agent, tender agent or other fiduciary with respect thereto.

"Special Facility Improvement" means a capital improvement or land acquisition at or related to the Airport, or a portion thereof, as has been or is to be planned, designed, constructed, installed, equipped or acquired in whole or in part with the proceeds of the sale of Special Facility Revenue Bonds.

"Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of the City, with respect to which the principal, redemption price and purchase price on tender, if any, premium, if any, and interest are payable solely from the proceeds of the sale of such bonds, notes or other evidences of indebtedness and investment earnings thereon and from rentals or other charges derived by the City under and pursuant to one or more Special Facility Financing Arrangements relating to specific Special Facility Improvements entered into between the City and the user or users, lessee or lessees of, or borrower or borrowers in connection with, such Special Facility Improvements, which bonds, notes or other evidences of indebtedness are not payable from Revenues.

"State" means the State of Illinois.

"Stated Maturity" means with respect to any Note the date specified in such Note as the fixed date on which the entire principal amount of such Note is due and payable.

"Subclass" means each distinct portion of the Notes bearing interest at a distinct Commercial Paper Rate for a distinct Commercial Paper Period.

"Tax Documents" means the [General Tax Certificate and Arbitrage Compliance Agreement] between the City and the Trustee and the other

agreements and certificates, if any, required thereunder, each dated as of [Ju], 1991.

"Tender Agent" means any Person meeting the qualifications of and designated to act as Tender Agent under Section 919 hereof.

"Tender Agency Agreement" means the agreement pursuant to which the Tender Agent for the Notes agrees to accept the duties of Tender Agent provided under Section 919.

"Tendered Notes" means Notes tendered or required to be tendered by the Registered Owners thereof to the Trustee or the Tender Agent for purchase pursuant to the provisions of this Indenture permitting or requiring such tender, other than the provisions of this Indenture governing optional or mandatory redemption.

"Trust Estate" means, subject to the provisions of Section 415 hereof, the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means [____], any successor serving as trustee hereunder pursuant to Section 906 or Section 909 hereof, and any separate or co-trustee serving as such hereunder.

"Undelivered Notes" means any Tendered Notes which are deemed tendered pursuant to Section 608 hereof and any other provisions of this Indenture governing the purchase of Tendered Notes, but which have not actually been delivered by the holders thereof for purchase on the applicable Note Purchase Date.

"Unremarketed Notes" means Tendered Notes purchased with moneys drawn or otherwise furnished under a Credit Facility for such Notes, which Notes are being held for the benefit of the Credit Provider of such Credit Facility pursuant to the provisions of this Indenture, the Credit Agreement for such Credit Facility or any pledge or similar agreement or instrument with respect to such Notes entered into in connection with such Credit Facility.

"Work" of the Authorized Projects means the planning, design, engineering, acquisition, construction, construction management, improvement, equipping and installation of the Authorized Projects and any other actions necessary to facilitate the completion thereof.

Article II.

The Notes.

Section 201. Authorization For This Indenture And The Notes.

(A) This Indenture is adopted by virtue of and pursuant to the home rule powers of the City. The City has ascertained and hereby determined and declares that the adoption of this Indenture is necessary to meet the commercial and general aviation needs of the citizens of the City, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City, and that each and every covenant or agreement contained and made herein is necessary, useful or convenient in order better to secure the Notes issued hereunder and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

(B) In consideration of the purchase and acceptance of Notes issued hereunder by those who shall hold the Notes from time to time, the provisions of this Indenture shall be a part of the contract of the City with the holders of such Notes and shall be deemed to be and shall constitute a contract between the City, the Trustee and the holders from time to time of such Notes.

(C) In order to provide sufficient funds for the financing of the Authorized Projects, Notes are hereby authorized to be issued in a principal amount [not to exceed \$20,000,000] for the purposes of: (1) the payment, or the reimbursement for the payment of, the Costs of the Authorized Projects, as provided in Sections 303 and 304 hereof, or (2) the funding of any Fund or account or sub-account therein created by this Indenture, including payment of capitalized interest on and Costs of Issuance of the Notes.

(D) All of the Notes and the interest thereon shall be equally and ratably secured by the pledge of the Trust Estate contained in this Indenture.

Section 202. Title, Form And Other General Terms Of Notes.

(A) Title. The title of the Notes shall be "Chicago Midway Airport Bond Anticipation Notes, Series 1991".

(B) Form. The Notes and the Trustee's certificate of authentication shall be substantially in the forms set forth in the Note Form Appendix attached

hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by and more particularly set forth elsewhere in this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsement placed thereon as may be required to comply with the rules of any securities exchange, or as may, consistently herewith, be determined by the Executive Officers executing such Notes as evidenced by this execution thereof and as required or permitted by the Authorizing Ordinance. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note. Each of the Notes shall bear the identifying letter "R", followed by an Arabic numeral to be assigned to each, such numbers to be assigned consecutively from "1" upwards.

(C) Reproduction. The definitive Notes shall be printed, lithographed or engraved or produced by any combination of these methods or produced in any other manner permitted by the rules of any securities exchange on which the Notes may be listed or any depository for maintaining ownership of any Notes through a book entry system, all as determined by the Executive Officers executing such Notes as evidenced by their execution thereof and as required or permitted by the Authorizing Ordinance.

(D) Only Registered Notes. The Notes shall be issuable only as fully registered bonds without coupons in Authorized Denominations and shall be numbered as determined by the Trustee unless the City shall otherwise direct.

(E) Payments of Principal and Redemption Price. The principal and redemption price of the Notes shall be payable in lawful money of the United States of America that comprises immediately available funds upon surrender at the office of the Tender Agent or at the principal corporate trust office of the trustee.

(F) Payments of Interest. Each note shall bear interest and be payable as to interest as follows:

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

(ii) Subject to the provisions of paragraph (iii) below, the interest due on any Note on any Interest Payment Date shall be paid to the Noteholder of such Note as shown on the registration books kept by the Trustee on the applicable Record Date. The amount of interest so payable on any Interest Payment Date shall be computed by the Trustee for the number of days actually elapsed on the basis of a 365- or 366-day year as applicable.

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

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

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

(G) Dating of Notes. The Notes initially shall be dated their date of issuance and each Note subsequently issued in exchange for another Note or Notes shall be dated as of the most recent Interest Payment Date or other date to which interest has been paid or duly provided for.

(H) Interest Rate. The Notes shall bear interest at the Commercial Paper Rate determined pursuant to the provisions of Section 210 hereof. The interest on the Notes shall not at any time exceed the lesser of twelve percent (12%) per annum or the maximum rate of interest permitted by applicable law. The Remarketing Agent for the Notes shall initially be Smith Barney, Harris Upham & Co., Incorporated.

(I) Fund Deposits. The proceeds from the issuance and sale of the Notes, minus underwriters' discount of \$[], shall be applied for the purposes set forth in this Indenture, and to such end upon receipt shall be deposited as follows:

(i) There shall be deposited \$[], representing capitalized interest on the Notes, in the Capitalized Interest Account in the Construction Fund.

(ii) There shall be deposited \$[], in the Costs of Issuance Account in the Construction Fund.

(iii) There shall be deposited \$[], representing the balance of the net proceeds of the issuance and sale of the Notes, in the Construction Account in the Construction Fund.

Section 203. Registration, Transfer And Exchange.

(A) The City shall cause books for the registration and for the transfer of the Notes as provided in this Indenture to be kept by the Trustee, which is hereby constituted and appointed the Note Registrar of the City. With the consent of the City, the Trustee may appoint any other bank, trust company or national banking association with its principal corporate trust office located in Chicago, Illinois, to act as authenticating agent or co-bond registrar under such conditions as the Trustee may prescribe. References herein to the Note Registrar shall be deemed to include any such authenticating agent or co-bond registrar to the extent permitted by, and consistent with, the conditions prescribed by the Trustee in its appointment of any such authenticating agent or co-bond registrar.

(B) Upon surrender for transfer of any Note at the principal corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the City shall cause to be executed and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Note or Notes, for a like aggregate principal amount.

(C) Notes accompanied by an assignment duly executed by the Registered Owner thereof or his duly authorized attorney, in such form as shall be satisfactory to the Note Registrar, may be exchanged at the principal corporate trust office of the Trustee for a like aggregate principal amount of Notes of other Authorized Denominations. The City shall cause to be executed and the Trustee shall authenticate and deliver Notes that the Noteholder making the exchange is entitled to receive, bearing numbers not then outstanding. The execution in accordance with Section 204 hereof by the Executive Officer and the attestation by the Recording Officer of any

Note of any Authorized Denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Note. The Trustee shall not be required to transfer or exchange any Note during the period beginning 15 days before the mailing of any notice calling such Note or any portion thereof for redemption and ending on the redemption date.

(D) As to any Note, the Registered Owner shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of either principal or interest of any such Note shall be made only to or upon the order of the Registered Owner thereof or his attorney duly authorized in writing, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(E) Exchanges and transfers shall be made without charge to the Noteholders; provided that in each case the Trustee shall require the payment by the Noteholder requesting exchange or transfer of any tax or other governmental charge required to be paid with respect thereto.

Section 204. Execution; Limited Obligation.

(A) The Notes shall be executed on behalf of the City with the facsimile signature of its Executive Officer and attested with the facsimile signature of its Recording Officer, and shall have impressed or printed thereon a facsimile of the corporate seal of the City. Any such facsimile signature shall have the same force and effect as if said Executive Officer or said Recording Officer had manually signed each of said Notes. If any officer, a facsimile of whose signature shall appear on the Notes, shall cease to be such officer before the delivery of such Notes, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

(B) The Notes, together with interest thereon, shall be limited obligations of the City giving rise to no pecuniary liability of the City nor any charge against its general credit or taxing power, shall be payable solely from the Net Revenues and other moneys pledged therefor under this Indenture and from any amounts otherwise available under this Indenture for the payment of the Notes, and shall be a valid claim of the respective Owners thereof only against the Revenue Fund (to the extent of Net Revenues), the Note Fund, the Construction Fund, the Note Purchase Fund, the Net Revenues and other moneys held by the Trustee other than in the Rebate Fund. The Notes are not in any respect a general obligation of the City, nor are they payable in any manner from revenues raised by taxation. The Authorized Projects are not security for the Notes, and the Notes are not secured by any properties or improvements at the Airport or any revenues derived by the

City from the operation of the Airport generally other than the Net Revenues specifically pledged under this Indenture.

(C) No recourse shall be had for the payment of the principal of or interest or redemption premium, if any, on any of the Notes or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future officer, employee or agent, or member of the Governing Body of the City, or any successor to the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, employee or agent, or member of the Governing Body, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Notes.

Section 205. Authentication.

No Note shall be valid for any purpose until the certificate of authentication on such Note shall have been duly executed by the Trustee, and such authentication shall be conclusive proof that such Note has been duly authenticated and delivered under this Indenture and that the Owner thereof is entitled to the benefits of the trust hereby treated. The Trustee's certificate of authentication on any Note shall be deemed to have been executed by it if manually signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same Person sign the certificate of authentication on all of the Notes issued hereunder.

Section 206. Mutilated, Destroyed, Lost, Stolen Or Non-delivered Notes.

(A) Upon receipt by the City and the Trustee of evidence satisfactory to both of them that any Outstanding Note has been mutilated, destroyed, lost or stolen, or not delivered by the Trustee to the rightful Owner thereof, and of indemnity satisfactory to both of them, the City, in its discretion, may execute and thereupon the Trustee shall authenticate and deliver a new Note of the same maturity and of like tenor as the mutilated, destroyed, lost, stolen or non-delivered Note, but bearing a number not contemporaneously outstanding. If any such Note shall have matured, instead of issuing a replacement Note, the City may pay the same without surrender thereof. The City and the Trustee may charge the Owner of such Note with their reasonable fees and expenses in this connection.

(B) The City shall cooperate with the Trustee in connection with the issue of replacement Notes, but nothing in this Section shall be construed in derogation of any rights that the City, the City or the Trustee may have to receive indemnification against liability, or payment or reimbursement of expenses, in connection with the issuance of a replacement Note. In

executing a new Note as provided for in this Section 208, the City may rely conclusively on a representation of the Trustee that the Trustee is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Note.

(C) Every substituted Note issued pursuant to this Section 208 shall constitute an additional contractual obligation of the City (as provided in this Indenture), whether or not the Note alleged to have been mutilated, destroyed, lost, stolen or non-delivered shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other notes duly issued hereunder.

(D) All Notes shall be owned upon the express condition that the foregoing provisions are, to the extent permitted by law, exclusive with respect to the replacement or payment of mutilated, destroyed, lost, stolen or non-delivered Notes, and shall preclude any and all other rights or remedies.

Section 207. Temporary Notes.

Pending preparation of definitive Notes, or by agreement with the purchasers of all Notes, the City may issue and, upon the request of the City, the Trustee shall authenticate, in lieu of definitive Notes, one or more temporary typewritten or printed Notes in Authorized Denominations of substantially the tenor recited above. Upon the request of the City, the Trustee shall authenticate definitive Notes in Authorized Denominations in exchange for and upon surrender of an equal principal amount of temporary Notes. Until so exchanged, temporary Notes shall have the same rights, remedies and security hereunder as definitive Notes.

Section 208. Cancellation And Disposition Of Surrendered Notes.

(A) Upon full payment of any Outstanding Note or whenever any Outstanding Note shall be delivered to the Trustee for transfer or for exchange, for cancellation pursuant to this Indenture, or for replacement pursuant to Section 206 hereof, such Note shall be promptly cancelled by the Trustee and disposed of by the Trustee in accordance with a written direction of an Authorized City Representative, and counterparts of a certificate evidencing such disposition shall be furnished by the Trustee, the Credit Provider and the City.

(B) If the City elects to purchase for cancellation any Note tendered for purchase as provided in Section 602(A) and funds are deposited with the Trustee sufficient for the purchase, whether or not the Note subject to tender is ever delivered, interest on such Note shall cease to be payable to the prior holder thereof from and after the purchase date, such holder shall cease to be

entitled to the benefits or security of this Indenture and shall have recourse solely to the funds held by the Trustee for the purchase of such Note and the Registrar shall not register any further transfer of such Note by such prior holder.

(C) All Notes which shall have been surrendered to the Trustee 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 Credit Provider and the Remarketing Agent, a certificate evidencing such cancellations and specifying such Notes by number.

Section 209. Issuance And Delivery Of The Notes.

(A) Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee and the Trustee shall authenticate the Notes and deliver them to the purchasers as directed by the City as hereinafter in this Section provided.

(B) Before the delivery by the Trustee of any of the Notes under this Section 209, there shall be filed with the Trustee:

(i) A copy, duly certified by the Recording Officer, of the Authorizing Ordinance;

(ii) Original executed counterparts of this Indenture;

(iii) An opinion of Counsel to the City to the effect that: (i) the City has the right and power to execute and deliver this Indenture; (ii) this Indenture has been duly and lawfully authorized, executed and delivered by the City, is in full force and effect and is valid and binding upon the City and enforceable, except as may be limited with respect to bankruptcy, insolvency and other laws affecting creditors' rights or remedies, in accordance with its terms; and (iii) the execution and delivery of, and performance by the City of its obligations under, this Indenture do not contravene the provisions of any ordinance, statute or regulation or, to the best knowledge of such Counsel after due inquiry, conflict with any material provision of any indenture, agreement, mortgage, deed of trust or other instruments to which the City is party or by which the City is bound;

(iv) Original executed counterparts of the Tax Documents;

(v) A written order as to the delivery of the Notes, signed by an Executive Officer and stating: (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of the Notes; and (ii) that no Default has occurred and is continuing under this Indenture;

(vi) An original executed counterpart of the contract of purchase with respect to the Notes between the City and the purchasers thereof pertaining to the sale of the Notes; and

(vii) Original executed counterparts of the Credit Facility and any other agreements required by the Credit Provider.

Section 210. Determination Of Interest Rates On Notes.

(A) Subclasses. Distinct portions of the aggregate principal amount of the Notes (hereinafter referred to as a "Subclass") may bear interest at distinct Commercial Paper Rates for distinct Commercial Paper Periods; provided that (x) the aggregate principal amount of all such Subclasses of Notes shall at all times equal the aggregate principal amount of the Outstanding Notes; and (y) there shall be issued as to each such Subclass a distinct Note certificate. Each determination or redetermination of subclasses shall be filed by the Comptroller with the Trustee and the Remarketing Agent not less than twenty (20) days before the effective date thereof.

(B) Commercial Paper Mode.

(i) The Commercial Paper Rate and the Commercial Paper Period for the Notes (or Subclass thereof, if applicable) will be determined by the Comptroller, unless the Comptroller's direction pursuant to paragraph (C) 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 Period applicable to the Notes (or Subclass thereof, if applicable). Each Commercial Paper Rate will be the rate necessary (as determined by the Comptroller or the Remarketing Agent, as the case may be) for the Remarketing Agent to sell the Notes (or Subclass thereof, if applicable) on such date at 100% of its principal amount plus accrued interest, if any. Interest on the Notes (or Subclass thereof, if applicable) bearing interest at a Commercial Paper Rate will accrue from the first day of the applicable Commercial Paper Period to, and including, the last day of such Period.

(ii) If for any reason the Comptroller or the Remarketing Agent does not set either a Commercial Paper Rate or the duration of the Commercial Paper Rate Period, or a court holds that a Commercial Paper Rate or the

duration of any Commercial Paper Period is invalid or unenforceable, then a one (1) day Commercial Paper Period (or such other minimum period as shall then be permitted hereunder pursuant to applicable law and any agreement entered into by the Trustee or the City relating to the Notes) for the Notes (or Subclass thereof, if applicable) will follow, and the Commercial Paper Rate for the Notes (or Subclass thereof, if applicable) for such Commercial Paper Period shall be that annual rate of interest equal, in the case of a one (1) day duration, to [] 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 or a similar rate applicable to Treasury bills of a maturity similar to the duration of such other default Commercial Paper Period.

(iii) While the Notes (or Subclass, if applicable) bear interest at a Commercial Paper Rate, the length of each Commercial Paper Period (which unless otherwise restricted by any agreements entered into by the Trustee or the City relating to the Notes may be from one (1) to one hundred eighty-five (185) days for the Notes (or Subclass thereof, if applicable) 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, the Notes (or Subclass thereof, if applicable) based upon the factors set forth in paragraph (G), 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 the Notes (or Subclass thereof, if applicable) shall also make the determination as to the length of the Commercial Paper Period for the Notes (or Subclass thereof, if applicable). The day following the last day of any Commercial Paper Period for the Notes (or Subclass thereof, if applicable) of any Series shall be a Business Day or the maturity date for the Notes.

(C) Certain Changes Directed by the City. The Comptroller may (1) make the determinations regarding the Commercial Paper Rates and Commercial Paper Periods for the Notes (or Subclass, if applicable) or cease to make such determinations for a specific or an indefinite period of time, (2) require the Remarketing Agent to set each Commercial Paper Rate and the length of each Commercial Paper Period pursuant to paragraph (B), or in either case cease to do so for a specific or an indefinite period of time, or (3) override a determination made by the Remarketing Agent pursuant to paragraph (B). Any such change shall be made only upon the City's delivering to the Trustee of an opinion of Bond Counsel stating that the change is not prohibited by the laws of the State or this Indenture and will not adversely affect the exclusion of interest on the Notes from the gross income of the owner thereof for federal income tax purposes under the Code. If the

Comptroller's notice complies with this paragraph, the interest rate on the Notes of such Series (or Subclass, if applicable) will be payable on the basis of the new Interest Rate Mode on the effective date specified in the notice unless and until the Interest Rate Mode is changed as provided in this Section.

(D) Limitations on Changes. Any change in the method of determining interest on the Notes (or Subclass, if applicable) pursuant to paragraph (C) above must comply with the following:

(i) the effective date of any change must be the day following the last day of the Commercial Paper Period of all Notes or an applicable Subclass; and

(ii) no change shall be made in the Interest Rate Mode at the direction of the City pursuant to paragraph (C) if the Trustee shall receive written notice prior of such change that the Opinion of Bond Counsel required under paragraph (C) has been withdrawn.

Section 211. Book Entry System.

(A) Except as provided in Subsections (C) and (H) below, the Holder of all of the Notes shall be Depository Trust Company ("D.T.C.") and the Notes shall be registered in the name of Cede & Co., as nominee for D.T.C.. Payment of principal and Purchase Price upon tender of and interest and redemption premium, if any, on any Note registered in the name of Cede & Co. shall be made by transfer of immediately available funds to the account of Cede & Co. on each Interest Payment Date for the Notes at the address indicated for Cede & Co. in the registration books of the City kept by the Trustee.

(B) The Notes shall be initially issued in the form of a separate single authenticated fully registered certificate in the principal amount of the Notes in each different Interest Rate Mode. The Trustee, the Note Registrar, the Tender Agent, the Remarketing Agent and the City may treat D.T.C. (or its nominee) as the sole and exclusive Holder of the Notes registered in its name for the purposes of payment of the principal and Purchase Price of or interest or redemption premium, if any, on such Notes, selecting such Notes or portion thereof to be redeemed, giving any notice permitted or required to be given to Noteholders under this Indenture, including notices of redemption, registering the transfer of such Notes, obtaining any consent or other action to be taken by Noteholders and for all other purposes whatsoever, except as provided in Section 211(H) below; and neither the Trustee, the Tender Agent, the Note Registrar, the Remarketing Agent nor the City shall be affected by any notice to the contrary. Neither the Trustee,

the Tender Agent, the Note Registrar, the Remarketing Agent nor the City shall have any responsibility or obligation to any of D.T.C.'s participants (each a "Participant"), any Person claiming a beneficial ownership interest in such Notes under or through D.T.C. or any Participant (each a "Beneficial Owner") or any other Person which is not shown on the registration books of the Trustee as being a Holder, with respect to the accuracy of any records maintained by D.T.C. or any Participant; the payment by D.T.C. or any Participant of any amount in respect of the principal or Purchase Price of or interest on such Notes; any notice which is permitted or required to be given to Noteholders under the Indenture or the Credit Facility; the selection by D.T.C. or any Participant of any Person to receive payment in the event of a partial redemption of such Notes; or any consent given or other action taken by D.T.C. as Noteholder. The Trustee shall pay all principal and Purchase Price upon tender of and interest and redemption premium, if any, on such Notes registered in the name of Cede & Co. only to or "upon the order of" D.T.C. (as that term is used in the Uniform Commercial Code as adopted in New York and Illinois), and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of, Purchase Price and redemption premium, if any, and interest on such Notes to the extent of the sum or sums so paid. Except as otherwise provided in Sections (C) and (H) below, no Person other than D.T.C. shall receive an authenticated Note certificate evidencing the obligation of the City to make payments of principal and Purchase Price of and interest and redemption premium, if any, on such Notes pursuant to the Indenture. Upon delivery by D.T.C. to the Trustee of written notice to the effect that D.T.C. has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of the Indenture with respect to transfers of Notes, the word "Cede & Co." in this Indenture shall refer to such new nominee of D.T.C.

(C) If the City determines (with the written approval of the City) that it is in the best interest of the Beneficial Owners that they be able to obtain certificates for any Notes, the City may notify D.T.C. and the Trustee, whereupon D.T.C. will notify the Participants, of the availability through D.T.C. of Note certificates. In such event, the Trustee shall issue, transfer and exchange Note certificates as requested by D.T.C. in appropriate amounts pursuant to Section 203 of this Indenture. The City shall pay all costs in connection with the production of Note certificates. D.T.C. may determine to discontinue providing its services with respect to any Notes 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 Book Entry Depository), the City and the Trustee shall be obligated to deliver Note certificates as described in this Indenture. If Note certificates are issued, the provisions of the Indenture shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal and Purchase Price of and interest and redemption premium, if any, on such certificates. Whenever D.T.C. requests the City and the Trustee to do so, the City will direct the Trustee to cooperate with D.T.C. in taking appropriate action after

reasonable notice (1) to make available one or more separate certificates evidencing such Notes to any Participant or (2) to arrange for another Book Entry Depository to maintain custody of certificates evidencing such Notes registered in the name of Cede & Co. Any successor Book Entry Depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the City and the Trustee agreeing to act as the depository and clearing agency for all Notes (except as provided in Section 211(H) below). After such agreement has become effective, D.T.C. shall present such Notes for registration of transfer in accordance with Section 203 hereof, and the Trustee shall register them in the name of the successor Book Entry Depository or its nominee. If a successor Book Entry Depository has not accepted such position before the effective date of D.T.C.'s termination of its services, the book entry system shall automatically terminate and may not be reinstated without the consent of all Holders of such Notes.

(D) Notwithstanding any other provision of this Indenture to the contrary, so long as the Notes are registered in the name of Cede & Co., as nominee of D.T.C., all payments with respect to the principal and Purchase Price of and interest and redemption premium, if any, on such Notes and all notices with respect to such Notes shall be made and given, respectively, to D.T.C. as provided in the representation letter dated as of July 1, 1991 among D.T.C., the City and the Trustee. The Trustee is hereby authorized and directed to comply with all terms of the representation letter.

(E) Notwithstanding any other provisions of this Indenture to the contrary, at all times in which any Notes are registered in the name of Cede & Co., as nominee for D.T.C., each notice of optional tender for purchase shall be delivered as provided in Section 605(A) hereof, except that (i) any Participant or Beneficial Owner, with the consent of a Participant, owning such Notes may give notice to the Tender Agent (with a copy of such notice provided to Cede & Co., as nominee for D.T.C.) to exercise such optional tender of purchase on its behalf, (ii) the Tender Agent shall forward a copy of any such notice that it receives to the Remarketing Agent, the Bank and the Trustee, and, upon confirmation by D.T.C. to the Tender Agent that such Participant or Beneficial Owner has an ownership interest in such Notes at least equal to the amount of such Notes specified in such notice, (iii) delivery of such Notes to be tendered and endorsements thereon shall be deemed to have been accomplished upon the instructions of the Trustee, the Tender Agent or the Remarketing Agent solely through the records of D.T.C. and the Participants, and (iv) payment shall be made directly to Cede & Co., as nominee for D.T.C., pursuant to Section 607(F) hereof.

(F) In connection with any notice or other communication to be provided to Noteholders pursuant to this Indenture or the Credit Agreement by the City or the Trustee with respect to any consent or other action to be taken by the City or the Trustee, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give D.T.C.

notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible. Such notice to D.T.C. shall be given only when D.T.C. is the sole Noteholder (other than for Unremarketed Notes).

(G) Neither The City, Any Credit Provider, The City, The Note Registrar, Any Paying Agent, The Tender Agent, The Remarketing Agent, Nor The Trustee Will Have Any Responsibility Or Obligations To The Participants Or The Beneficial Owners With Respect To (1) The Accuracy Of Any Records Maintained By D.T.C Or Any Participant; (2) The Payment By D.T.C. Or Any Participant Of Any Amount Due To Any Beneficial Owner In Respect Of The Principal Amount Or Purchase Price Of Or Interest On Any Notes; (3) The Delivery By D.T.C. Or Any Participant Of Any Notice To Any Beneficial Owner Which Is Required Or Permitted Under The Terms Of The Indenture To Be Given To Noteholders; (4) The Selection Of The Beneficial Owners To Receive Payment In The Event Of Any Partial Redemption Of Any Notes; Or (5) Any Consent Given Or Other Action Taken By D.T.C. As Noteholder.

So Long As Cede & Co. Is The Registered Owner Of Any Notes As Nominee Of D.T.C., References Herein To The Notes Or Registered Holders Of Such Notes Shall Mean Cede & Co. And Shall Not Mean The Beneficial Owners Of Such Notes Nor D.T.C. Participants.

(H) The City, in its sole discretion, may terminate the services of D.T.C. with respect to any Notes if the City determines that : (i) D.T.C. is unable to discharge its responsibilities with respect to such Notes; or (ii) a continuation of the requirement that all of the Outstanding Notes be registered with the registration books kept by the Trustee in the name of Cede & Co., as nominee of D.T.C., is not in the best interest of the Beneficial Owners of such Notes. In the event that no substitute Book Entry Depository is found by the City or restricted registration is no longer in effect, Note certificates will be delivered as described herein.

(I) Upon the termination of the services of D.T.C. with respect to the Notes pursuant to Subsections (B) or (H) of this Section 215 after which no substitute Book Entry Depository willing to undertake the functions of D.T.C. hereunder can be found which, in the opinion of the City, is willing and able to understand such functions upon reasonable and customary terms, the Notes shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of D.T.C., but may be registered in whatever name or names the Persons transferring or exchanging such Notes shall designate in accordance with the provisions hereof.

Article III.

Construction Fund.

Section 301. Creation Of The Construction Fund And Accounts Therein.

(A) There is hereby created and ordered established with the Trustee a trust fund in the name of the City to be designated "Chicago Midway Airport Bond Anticipation Note Construction Fund" (the "Construction Fund"). The Trustee shall deposit into the Construction Fund and the accounts therein the amounts of proceeds received from the sale of Notes set forth in Section 202(I)(3) hereof.

(B) Moneys in the Construction Fund shall be held in trust by the Trustee on behalf of the Noteholders until the moneys in the Construction Fund are disbursed or used as contemplated in this Article. The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all accounts therein and disbursements therefrom.

Section 302. Use Of Moneys In The Construction Fund.

The moneys on deposit in the Construction Fund and the accounts therein created shall be applied for the purposes and uses specified below:

(A) Costs of Issuance Account. There is hereby created and ordered established in the Construction Fund a Costs of Issuance Account, and the Trustee shall deposit proceeds from the issuance of the Notes into such account in the amount set forth in Section 202(I) hereof. Moneys held in the Costs of Issuance Account shall be disbursed to pay Costs of Issuance of the Notes upon receipt by the Trustee of a written order signed by the Authorized City Representative, identifying generally the nature and amount of such Costs of Issuance. Any balance remaining in the Costs of Issuance Account in the Construction Fund twelve months after the date of delivery of the Notes shall be transferred to the credit of the Construction Account in the Construction Fund, whereupon the Costs of Issuance Account shall be closed.

(B) Capitalized Interest Account. There is hereby created and ordered established in the Construction Fund a Capitalized Interest Account, and the Trustee shall deposit proceeds from the issuance of the Notes into such account in the amount set forth in Section 202(I) hereof. Moneys held in the Capitalized Interest Account are intended to be used for the purpose of

paying interest, other than accrued interest, on the Notes before the Completion Date and shall be disbursed, to the extent available, to pay interest, other than accrued interest, on the Notes. At the time of the deposit of proceeds from the sale of the Notes into the Capitalized Interest Account, the City shall deliver to the Trustee a written schedule of dates on which moneys in such account are required to be transferred by the Trustee for deposit in the Interest Account in the Note Fund and an estimate of the amounts of such moneys. On any Interest Payment Date on which moneys are available in the Capitalized Interest Account to pay interest on such Notes, the Trustee shall first deposit such available moneys, but only to the extent of the amount of interest then so payable, into the Interest Account of the Note Fund before depositing any moneys from any other Fund available therefor for such purpose.

(C) Construction Account. There is hereby created and ordered established in the Construction Fund a Construction Account, and the Trustee shall deposit proceeds from the issuance of the Notes into such account in the amount set forth in Section 202(I) hereof. Moneys held in the Construction Account shall be disbursed by the Trustee to pay any and all of the Costs of the Authorized Projects as provided in this Article.

Section 303. Cost Of Authorized Projects.

To the extent permitted by applicable law, for the purposes of this Indenture and the Agreement, Costs of Authorized Projects shall include any and all of the following:

(A) Payment to the City of such amounts, if any, as shall be necessary to reimburse the City in full for all advances and payments made by it at any time before or after the delivery of the Notes for expenditures in connection with the preparation of the Plans and Specifications (including any preliminary study or planning of the Authorized Projects or any aspect thereof) and any other Work on the Authorized Projects;

(B) Payment for labor, services, materials and supplies used or furnished in site improvement and in any other Work on the Authorized Projects (including progress payments), all as provided in the Plans and Specifications and work orders therefor, payment for the cost of the construction, acquisition and installation of utility services or other facilities, and all real and personal property deemed necessary in connection with the Authorized Projects and payment for the miscellaneous expenditures incidental to any of the foregoing items;

(C) Payment of the fees and expenses, if any, for architectural, engineering, design, legal, construction management, underwriting and supervisory services with respect to the Authorized Projects;

(D) To the extent such premiums are not paid by a contractor for Work on any part of the Authorized Projects, payment of the premiums on all insurance required to be maintained during the Construction Period for the Authorized Projects;

(E) Payment of the taxes, assessments and other charges, if any, that may become payable during the Construction Period with respect to the Authorized Projects;

(F) Payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any default under a contract relating to the Authorized Projects; and

(G) Payment of any other items of cost and expense, including Administrative Expenses, not specified elsewhere in this Section, incident to the Work on the Authorized Projects and the financing thereof.

Section 304. Disbursements From The Construction Account In The Construction Fund.

(A) The Trustee is authorized and directed to disburse the moneys in the Construction Account of the Construction Fund to or at the direction of the City for items included in the Costs of the Authorized Projects other than Costs of Issuance. Each payment from the Construction Account shall be made upon receipt by the Trustee of a written order signed by the Authorized City Representative certifying:

(i) The requisition number;

(ii) The name and address of each of the Persons, firms or corporations to whom or to which payment is to be made from the Construction Account in the Construction Fund, which may include the City;

(iii) The amount to be paid;

(iv) That each obligation mentioned therein has been properly incurred and is a necessary and proper Cost of the Authorized Projects;

(v) That each of the items of Cost for which the payment is proposed to be made is due and has not been included in any prior written order which has been paid or, if previously included, has not been satisfied to the extent presently proposed to be paid;

(vi) That after taking into account the Costs proposed to be paid or reimbursed in said certificate at least 95% of all of the costs paid or reimbursed out of the Construction Fund are Qualified Costs of Construction; and

(vii) That no Event of Default that has not been waived has occurred and is continuing.

(B) Moneys in the Construction Account of the Construction Fund may only be applied as set forth in Subsection (A) above or in Section 306 hereof.

Section 305. Completion Certificate.

Promptly after the completion of the planning, design, construction, installation, equipping and acquisition of all of the Authorized Projects, the City will deliver to the Trustee a Certificate stating the date of such completion.

Section 306. Other Uses Of Construction Fund Moneys.

(A) Moneys remaining in the Construction Account or the Capitalized Interest Account of the Construction Fund (including any earnings on investments that remain therein) at the time the certificate of completion with respect to the Authorized Projects pursuant to Section 305 hereof is delivered to the Trustee may be used, at the direction of the Authorized City Representative (which shall be given as soon as practicable after the Completion Date), for any one or more of the following purposes:

(i) For the payment when due of any Cost of the Authorized Projects, as the case may be, not then due and payable as specified in the above-mentioned certificate; or

(ii) For transfer to the Redemption Account in the Note Fund and application to the redemption of Notes on the earliest practicable redemption date permitted; or

(iii) For transfer to the Principal Account in the Note Fund and application to the payment of principal of the Notes;

and moneys in the Construction Fund (including any earnings on investments that remain therein) before delivery of such certificate of

completion may be used, at the direction of the Authorized City Representative:

(iv) For transfer (x) to the Interest Account in the Note Fund or (y) to the Capitalized Interest Account in the Construction Fund, in either case, for application to the payment of interest on the Notes.

(B) Notwithstanding any other provision of this Section to the contrary, before any such moneys may be used for any purpose specified in Subsection (A)(iii) or (iv) above, the Trustee shall be furnished with an opinion of Bond Counsel to the effect that such transfer will not cause, or the use of moneys so transferred in accordance with this Section will not cause, the interest on any Notes to become includible in gross income for federal income tax purposes.

Article IV.

Revenues And Funds And Accounts.

Section 401. Sources Of Payment For Notes.

The Notes and all payments required of the City hereunder are not general obligations of the City but are limited obligations as described in Section 204 hereof. In addition to any rights the Trustee may have to draw or otherwise obtain payment under the Credit Facility, the Net Revenues are pledged and assigned to the Trustee as security for the payment of the principal of and interest on the Notes. The City agrees to cause all Revenues to be remitted directly to the Trustee for the account of the City and deposited in the Revenue Fund.

Section 402. Creation Of The Revenue Fund.

(A) There is hereby created and ordered established with the Trustee a trust fund in the name of the City to be designated "Chicago Midway Airport Bond Anticipation Note Revenue Fund" (the "Revenue Fund"). The Trustee shall deposit into the Revenue Fund all Revenues received from the City.

(B) Moneys in the Revenue Fund shall be held in trust by the Trustee on behalf of the Noteholders until the moneys in the Revenue Fund are disbursed or used as contemplated in this Article. The Trustee shall keep

and maintain adequate records pertaining to the Revenue Fund and all accounts therein and disbursements therefrom.

Section 403. Funds And Accounts Of The City.

(A) There is hereby created and ordered established a trust fund in the name of the City to be designated "Chicago Midway Airport Operation and Maintenance Fund" (the "Operation and Maintenance Fund"). Moneys in the Operation and Maintenance Fund shall be held accounted for and held separate and apart from all other moneys and securities of the City, shall be applied, used and withdrawn solely for the purposes authorized in this Indenture and, until so applied, used and withdrawn, shall be held in trust by the City for such purposes.

(B) The moneys in the Operation and Maintenance Fund shall be used by the City only to pay Operation and Maintenance Expenses and to repay amounts borrowed from other funds and accounts maintained hereunder or under any Airport Use Agreements for such purposes.

Section 404. Disbursements From The Revenue Fund.

(A) To the extent available, the moneys in the Revenue Fund shall be disbursed and applied by the Trustee as required to make deposits on the dates and in the amounts provided below:

(i) First, on the tenth day of each month, a sum equal to one-twelfth of the amount provided in the Operation and Maintenance Expense Projection for the current Fiscal Year shall be transferred to the City for deposit into the Operation and Maintenance Fund; provided that if any Mid-Year Projection contains an adjustment of Operation and Maintenance Expenses, the amount required to be deposited in the Operation and Maintenance Fund each month of the remaining period of each Fiscal Year shall be increased or decreased as appropriate by an amount equal to the amount of such adjustment divided by the number of months in such remaining period;

(ii) Second, on each day such deposit is required pursuant to any Airport Use Agreement, such amount as may then be required to be deposited out of Revenues into any other then existing fund or account relating to the Airport pursuant to any Airport Use Agreement shall be transferred to the City for deposit therein. The amounts to be transferred by the Trustee pursuant to this Clause (ii) shall be stated in a Certificate which shall be delivered to the Trustee at least five (5) Business Days before each such transfer;

(iii) Third, on each Interest Payment Date or other date upon which interest on any Notes is payable, a sum that, together with other moneys available therefor in the Capitalized Interest Account in the Construction Fund and the Interest Account in the Note Fund, will be sufficient to pay all interest on such Notes due on such date shall be deposited in the Interest Account in the Note Fund;

(iv) Fourth, on each date on which the principal of any Notes is payable, at Stated Maturity, by acceleration or otherwise, a sum that, together with other moneys available therefor in the Principal Account in the Note Fund, will be sufficient to pay all principal due on such date shall be deposited in the Principal Account (and in any applicable sub-account therein) in the Note Fund;

(v) Fifth, on each date on which any Notes are to be redeemed, a sum that, together with other moneys available therefor in the Redemption Account in the Note Fund, will be sufficient to pay the redemption price (including any premium) of such Notes to be redeemed on such date shall be deposited in the Redemption Account in the Note Fund; and

(vi) Sixth, at any time the balance in the Rebate Fund shall be less than the amount of moneys then to be paid therefrom pursuant to the Tax Documents, a sum equal to the amount of such deficit shall be deposited in the Rebate Fund.

(B) If there are insufficient moneys in the Revenue Fund to make any of the deposits required in Subsection (A) above, such deposits shall be made in the priorities set forth therein as and to the extent moneys become available in the Revenue Fund therefor.

(C) Except as provided in Sections 404(A)(i)(ii) and (vi), 407(D) and 903, moneys in the Revenue Fund, together with certain other moneys deposited in the Note Fund pursuant to Sections 305 and 409 hereof, shall be used solely for the payment of the principal and Purchase Price of and interest on the Notes or to reimburse the Credit Provider for amounts drawn on the Credit Facility for such payments of principal and interest and Purchase Price.

Section 405. Creation Of The Note Fund.

(A) There is hereby created and ordered established with the Trustee a trust fund in the name of the City to be designated "Chicago Midway Airport Bond Anticipation Note Fund" (the "Note Fund"), which shall be used to pay the principal of and interest on the Notes and to reimburse the Credit

Provider for moneys drawn under the Credit Facility to make such payments.

(B) Moneys in the Note Fund shall be held in trust by the Trustee on behalf of the Noteholders until the moneys in the Note Fund are disbursed or used as contemplated in this Article. The Trustee shall keep and maintain adequate records pertaining to the Note Fund and all accounts and sub-accounts therein and disbursements therefrom.

Section 406. Payments Into The Note Fund.

There shall be deposited into the Note Fund from time to time the following:

(A) any amounts transferred from the Revenue Fund pursuant to the provisions of Section 404 hereof;

(B) any amounts transferred from the Construction Fund pursuant to the provisions of Section 306 hereof;

(C) any amounts received by the Trustee from a draw or other payment under any Credit Facility, other than a draw for payment of the Purchase Price of any Notes which are Tendered Notes; and

(D) all other moneys received by the Trustee under and pursuant to the provisions of this Indenture, when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Note Fund.

Section 407. Use Of Moneys In The Note Fund.

The moneys on deposit in the Note Fund and the accounts therein created shall be applied for the purposes and uses specified below:

(A) Interest Account. There is hereby created and ordered established in the Note Fund an Interest Account, and the Trustee shall deposit proceeds from the issuance of the Notes into such account in the amount set forth in the request and authorization of the City pursuant to Section 202(I) hereof. Moneys held in the Interest Account shall be disbursed by the Trustee on each Interest Payment Date or other date upon which interest on the Notes is payable in the amount of interest then payable on all or a portion of the Notes.

(B) Principal Account. There is hereby created and ordered established in the Note Fund a Principal Account. Moneys held in the Principal Account shall be disbursed by the Trustee on each date on which principal of the Notes is payable, at Stated Maturity, by acceleration or otherwise, in the amount of the principal then payable of all or a portion of the Notes.

(C) Redemption Account. There is hereby created and ordered established in the Note Fund a Redemption Account. Moneys held in the Redemption Account shall be disbursed by the Trustee on each date on which Notes are to be redeemed in the amount of the aggregate redemption price (including any premium) of all or a portion of the Notes then to be redeemed.

(D) Credit Facility Account. There is hereby created and ordered established in the Note Fund a Credit Facility Account. All moneys drawn or otherwise disbursed to the Trustee under any Credit Facility for payment of principal of and interest on any Notes shall first be deposited in the Credit Facility Account and then transferred to the Interest Account, Principal Account and Redemption Account of the Note Fund as needed to effect such payments. The Trustee shall draw or obtain payment under the Credit Facility before applying any other moneys available (other than the proceeds from remarketing of Tendered Bonds) to make payments with respect to the Notes. To the extent any moneys remain in any of such other accounts in the Note Fund after application of moneys drawn or otherwise disbursed to the Trustee under the Credit Facility, the Trustee is hereby authorized and directed to disburse any such moneys to the Credit Provider to the extent needed to reimburse the Credit Provider for the amount of such drawing or disbursement.

(E) Notwithstanding anything in this Indenture to the contrary, any payments by the Trustee to any Noteholders in respect of the Notes shall first be made from Eligible Moneys, in the order of such moneys in the definition thereof herein, until all Eligible Moneys available for purposes of such payments are exhausted, and only then from any other moneys available for such purposes hereunder.

Section 408. Moneys Held In Trust Upon Non-Presentment Of Notes.

If any Note (or portion thereof) shall not be presented for payment when the principal thereof becomes due, whether at Stated Maturity, upon redemption, by acceleration or otherwise, and if moneys sufficient to pay in full the principal of and interest accrued on such Note shall have been deposited in the Note Fund, such Note (or portion thereof) shall, on the date such principal is due or, if later, such moneys shall have been so deposited, cease to bear interest and shall no longer be deemed outstanding or secured by the lien of this Indenture, all liability of the City to the Owner thereof for the payment of such Note shall forthwith cease, determine and be

completely discharged, and thereupon it shall be the duty of the Trustee to hold moneys, without liability for interest thereon, for the benefit of the Owner of such Note who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Note. Such moneys shall be held in a separate and segregated fund and shall not be invested. Any moneys so deposited with and held by the Trustee not so applied to the payment of Notes within two (2) years after the date on which the same shall have become due shall be paid by the Trustee to the City upon the written direction of an Authorized City Representative and thereafter Noteholders shall be entitled to look only to the City (and not to the Trustee) for payment, and then only to the extent of the amount so repaid to the City, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys and the Trustee shall have no further responsibilities with respect to such moneys. Before being required to make any such payment to the City, the Trustee may, at the expense of the City, publish such notice as may be deemed appropriate by the Trustee listing the Notes so payable and not presented, and stating that such moneys remain unclaimed and that after a date set forth therein any balance thereof then remaining will be paid to the City. The obligation of the Trustee under this Section to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 409. Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Trustee for deposit to any Fund or account therein, other than the Rebate Fund, under any provision hereof, including, without limitation, Revenues and investments thereof, all moneys held by the Trustee in any of the foregoing Funds and all moneys withdrawn from any of the foregoing Funds and held by the Trustee shall be held by the Trustee in trust, and such moneys shall, while so held, constitute part of the Trustee Estate (to the extent pledged hereunder) and be subject to the lien hereof for the benefit of the Noteholders.

Section 410. Repayment To The City.

Any amounts remaining in the Revenue Fund, the Note Fund and the Debt Service Reserve Fund after payment in full of the principal of and interest and redemption premium, if any, on the Notes (or provision for payment thereof as provided in this Indenture), the fees, charges and expenses of the Trustee and Note Registrar, and all other amounts required to be paid under this Indenture and Credit Agreement shall be paid to the City.

Section 411. Creation Of Additional Accounts And Sub-Accounts.

The Trustee shall, at the written request of the City, establish such additional accounts within any of the Funds established under this Indenture, and sub-accounts within any of the accounts established under this Indenture, as shall be specified in such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from such Funds, accounts or sub-accounts. The establishment or elimination of any such additional accounts, or sub-accounts shall not alter or modify any of the requirements of this Indenture with respect to the deposit or use of moneys in any Fund or account or sub-account therein established hereunder.

Section 412. Rebate Fund; Exclusion From Trust Estate.

There is hereby created and ordered established with the Trustee a trust fund to be designated "Chicago Midway Airport Bond Anticipation Note Rebate Fund" (the "Rebate Fund"). The foregoing provisions of Articles III and IV notwithstanding, (i) the Rebate Fund shall not be considered a part of the Trust Estate, and (ii) the Trustee shall be permitted to transfer moneys on deposit in any of the Funds or accounts therein established under Article III or this Article IV to the Rebate Fund and administer such moneys in accordance with the provisions of the Tax Documents.

Section 413. Credit Facility.

(A) [], a banking association organized under the laws of the [], acting through its [], as the initial Credit Provider for the Notes, has agreed to issue its Irrevocable Letter of Credit No. [0000000000] in the amount of \$[00,000,000.00] securing payment of the principal and Purchase Price of and interest on the Notes, as the initial Credit Facility for the Notes pursuant to a [Letter of Credit and Reimbursement Agreement] dated as of [], 1991 with the City, as the Credit Agreement for the initial Credit Facility for the Notes. Such Credit Facility shall be a Direct-Pay letter of credit in an amount sufficient to pay the entire principal amount of the Notes outstanding together with interest thereon at a rate of twelve percent (12%) per annum for a period of [] ([]) days, upon which the Trustee is authorized to draw from time to time to make all payments of principal of the Notes, of the Purchase Price of all Tendered Notes that become Unremarketed Notes and of interest on the Notes. As long as a Direct-Pay Credit Facility secures any Notes, all payments to the holders of such Notes shall be made first from proceeds of drawings on such Credit Facility for the Notes, except for payments of interest to the extent moneys are available in

the Capitalized Interest Account in the Construction Fund and for payments of the Purchase Price of Tendered Notes to the extent moneys are available therefor from the proceeds of the remarketing of such Tendered Notes.

(B) The Trustee hereby acknowledges that the Credit Facility shall be held for the equal and ratable benefit of the holders from time to time of the Notes. As long as the Notes are secured by a Direct-Pay Credit Facility, the Trustee shall draw first on such Credit Facility as described in the next sentence to pay the principal of and interest on such Notes as the same shall become due and payable. Not later than noon, New York City time of each Interest Payment Date or date of redemption of such Notes, or such earlier time as may be specified in such Direct-Pay Credit Facility, the Trustee shall notify the applicable Credit Provider and present a draft under such Direct-Pay Credit Facility in an amount sufficient to pay the interest and/or principal then due on such Notes. All payments to holders of such Notes from the Note Fund shall be made first from proceeds of drawings on such Credit Facility. Upon receipt of proceeds of a draw on such Credit Facility the Trustee shall reimburse the Credit Provider from other moneys held by it in the Note Fund with respect to such Notes. The Credit Facility for the Notes will not secure payment of any premium due and owing at any time on any optional redemption of the Notes, except to the extent the Credit Facility as then in effect provides for draws thereunder to pay such premiums.

(C) The City shall have the option from time to time to provide the Trustee with an alternate or replacement Credit Facility for the Notes. Any alternate or replacement Credit Facility shall be effective on or before the Credit Facility Termination Date applicable to the Credit Facility being replaced and shall have a term ending at least fifteen (15) days after an Interest Payment Date for the Notes secured by such Credit Facility and not sooner than one year after its date of issuance. On or before the delivery of any alternate or replacement Credit Facility to the Trustee, the City shall furnish to the Trustee (i) an opinion of Bond Counsel stating that delivery of such alternate or replacement Credit Facility to the Trustee is authorized under this Indenture, complies with the terms of this Indenture, and will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the affected Notes, (ii) written evidence from Moody's or S. & P. (if such Notes are then rated) to the effect that such rating agency has reviewed the proposed alternate or replacement Credit Facility and that the substitution of such alternate or replacement Credit Facility for the existing Credit Facility will not, by itself, result in a reduction of such rating agency's current rating on such Notes, and (iii) an opinion of counsel to the Credit Provider of such alternate or replacement Credit Facility that such alternate or replacement Credit Facility has been duly executed and delivered and is the legal, valid and binding obligation of such Credit Provider enforceable in accordance with its terms and addressing such other matters which the Trustee or the Remarketing Agent may reasonably request in form and substance reasonably acceptable to the Trustee and the Remarketing Agent. Upon receipt of notice of the City's intent to deliver an

alternate or replacement Credit Facility, the Trustee shall give prompt notice to the affected Noteholders of such event and effect a mandatory tender for purchase of the affected Notes if required by and as provided in Section 605().

(D) If at any time there have been delivered to the Trustee an alternate or replacement Credit Facility for the Notes, together with the other documents and opinions required by this Section 415, then the Trustee shall accept such alternate or replacement Credit Facility and promptly surrender the previously held Credit Facility to the Credit Provider thereof for cancellation. If at any time there shall cease to be any Notes Outstanding under the Indenture secured by any Credit Facility, the Trustee shall promptly surrender such Credit Facility to the Credit Provider thereof for cancellation. The Trustee shall comply with the procedures, if any, set forth in such Credit Facility or the Credit Agreement therefor relating to the termination of such Credit Facility. The Trustee shall give written notice of such acceptance to all holders of affected Notes, by first-class mail, postage prepaid, addressed to the last known address of each holder as shown on the bond register maintained by the Trustee, within thirty (30) days following such acceptance.

(E) The City agrees to cooperate to the extent necessary with any Credit Provider and the Trustee in their defense of the Trust Estate against the claims and demands of any person, and will do, execute, acknowledge and deliver or cause to be done, such further acts, instruments and transfers as the Trustee or such Credit Provider may reasonably require for the better granting of the Trust Estate, including without limitation, execution and delivery of any financing statements and continuation statements.

Section 414. Creation And Use Of The Note Purchase Fund.

(A) There is hereby created and ordered established with the Trustee a fund to be designated "Chicago Midway Airport Bond Anticipation Note Purchase Fund" (the "Note Purchase Fund") as a separate fund not pledged for the payment of the Notes, but held solely for the purposes of (1) paying the Purchase Price of Notes tendered for purchase on a Note Purchase Date, (2) reimbursing the Credit Provider of any Credit Facility for moneys advanced by such Credit Provider for paying such Purchase Price, and (3) reimbursing the City for moneys paid to any such Credit Provider to reimburse any such advances.

(B) Moneys in the Note Purchase Fund shall be derived:

First -- from funds received from or on the direction of the applicable

Remarketing Agent from its sale of Notes to any Persons other than the City;

Second -- from the proceeds of a draw on or other disbursement from any Credit Facility available to pay the Purchase Price of Tendered Notes;

Third -- from moneys available therefor in the Revenue Fund; and

Fourth -- from payments by the City.

(C) Moneys held in the Note Purchase Fund may be invested at the direction of the City in Investment Securities described in clauses (i) and (ii) of the definition thereof or otherwise rated not less than the then current rating on the Notes that would enable the Trustee to pay any and all moneys in the Note Purchase Fund by the end of the Business Day if presented with Tendered Notes no later than 10:00 A.M. New York City time on such Business Day or the next Business Day if presented after 10:00 A.M. New York City time.

(D) Notwithstanding anything in this Indenture to the contrary, the Trustee shall make all payments of the Purchase Price of Tendered Bonds first from Eligible Moneys to the extent available for such purpose and only when all such Eligible Moneys are exhausted from any other source.

Article V.

Investment Of Moneys.

Section 501. Investment Of Moneys In Funds Other Than The Rebate Fund.

(A) Any moneys held as part of the Construction Fund, the Revenue Fund, the Note Fund (other than the proceeds of any drawing under the Credit Facility), the Note Purchase Fund or the Debt Service Reserve Fund shall be invested and reinvested in Investment Securities by the Trustee, subject to the direction of the City Treasury from time to time, which may be oral but shall be confirmed in writing. The City shall not direct the Trustee to make any investment or reinvestment other than those permitted by law. In making any such investments, the Trustee may rely on written directions delivered to it by an Authorized City Representative.

(B) Any Investment Securities may be purchased at the offering or market price thereof at the time of such purchase. All such investments

shall mature in such amounts and at such times, or shall be readily marketable before their maturities, as the City may direct. The Trustee may, if so directed by the Authorized City Representative, make any and all such investments through its own bond department. The Trustee shall sell and reduce to cash a sufficient amount of such investments of any Fund or account therein whenever the cash balance in such Fund or account therein is insufficient to pay amounts then due therefrom.

(C) Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Fund and account therein for which they were made. The interest accruing thereon, any profit realized from such investments and any loss resulting from such investments shall be credited or charged to the Fund and account therein in which such investment is held.

(D) In addition, the Trustee shall, at the written request of the Authorized City Representative, sell at any time to the City for cash, at a price equal to the original cost thereon plus accrued interest thereon, plus any accrued discount (on a straight-line basis) or minus any amortized premium (on the same basis), such investments on deposit in the Construction Fund as shall be specified by the City. The proceeds of any sale to the City pursuant to the preceding sentence of investments on deposit in the Construction Fund shall be deposited into the Construction Fund.

Section 502. Valuation Of Investments.

In computing the amount in any Fund or account or sub-account therein, obligations shall be valued at amortized value. For purposes of this Section, "amortized value" means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated for each interest payment date after such purchase from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated for each interest payment date after such purchase to the purchase price in the case of an obligation purchased at a discount.

Section 503. Tax Covenants.

(A) The City covenants with all purchasers and the Owners of the Notes from time to time outstanding that, so long as any of the Notes remain outstanding:

(i) It will not [knowingly] cause or direct moneys on deposit in any Fund or account therein, whether or not such moneys were derived from the proceeds of the sale of the Notes or from any other source, to be used in a manner that will cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code; and any lawful regulations promulgated thereunder, including Sections 1.103-13, 1.103-14, 1.103-15, 1.103-15AT, 1.148-0T through 1.148-9T, 1.149(d)-1T, and 1.150-0T through 1.150-1T of the Income Tax Regulations (26 C.F.R. Part 1), and Section 1.103-15AT of the Temporary Income Tax Regulations, as the same exist on this date, or may from time to time hereafter be amended, supplemented or revised. Pursuant to such covenant, the City obligates itself to comply, as long as any Notes remain outstanding, with the requirements of Section 148 of the Code and any regulation promulgated thereunder. The City reserves the right (subject to the provisions of Section 501 hereof), however, for any investment of such moneys in any of the Funds under this Indenture, other than the Rebate Fund, permitted by State law to be made, if, when and to the extent that said Section 148 or regulations promulgated thereunder or any similar or successor provisions thereto shall be repealed or relaxed or shall be held void by final judgment of a court of competent jurisdiction, but only if any investments made by virtue of such repeal, relaxation or decision would not, in the written opinion of Bond Counsel, result in making the interest on the Notes subject to federal income taxation.

(ii) It will not knowingly take any action or omit to take any action requested of it by the Trustee, the City or Bond Counsel which is lawful and within its power to take and which, if taken or omitted, would cause interest on the Notes to become includible in the gross income of the holders of the Notes for federal income tax purposes other than a holder who is a "substantial user" or "related Person" within the meaning of such terms as defined in the Code.

(B) In furtherance of the covenants in Subsection (A), the City agrees to execute any Tax Documents containing such representations and covenants as are deemed necessary or advisable in the opinion of Bond Counsel to insure that the City complies with the provisions of this Section.

Section 504. Limitation On Trustee's Responsibilities Respecting Arbitrage.

Notwithstanding any provision of this Indenture to the contrary, the Trustee shall not be liable or responsible for any calculation or determination that may be required in connection with or for the purpose of complying with Section 148 of the Code and any applicable Treasury regulations or any similar or successor provisions thereto, including,

without limitation, the calculation of amounts required to be paid to the United States of America under such provisions of the Code and the applicable Treasury regulations, the maximum amount that may be invested in "non-purpose obligations" as defined in the Code and the fair market value of any investments made hereunder; and the sole obligation of the Trustee with respect to investments of funds hereunder shall be to invest the moneys received by the Trustee in Investment Securities pursuant to the instructions of the Authorized City Representative. The Trustee shall have no responsibility for determining whether or not the investments made pursuant to the directions of the Authorized City Representative comply with the requirements of the Tax Documents.

Article VI.

*Redemption, Repurchase By The City And
Tender Of Notes Before Maturity.*

Section 601. Redemption.

The Notes shall not be subject to redemption before maturity.

Section 602. Purchase By City.

(A) The City, acting through the Comptroller, reserves the right to purchase for cancellation any Tendered Notes or Unremarketed Notes, upon notice to the Trustee and the Remarketing Agent given by irrevocable telephone (promptly confirmed in writing) or facsimile communication by the Comptroller (i) in the case of an Unremarketed Note 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 603 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 Period which is shorter than two Business Days for Notes subject to mandatory tender at the end of such Commercial Paper Period). Such notice from the Comptroller shall state the principal amount and Notes to be purchased and whether any of the Notes to be purchased are being purchased on a Mandatory Tender Date pursuant to Section 603. Before the applicable date of notice set forth in the first sentence of this Section, the City shall deposit with the Trustee funds sufficient to purchase such Notes. Any Notes so purchased for cancellation shall be selected First, from Unremarketed Notes, Second, from any Notes as such become available upon mandatory tender pursuant to Section 607 hereof; provided that if less

than all of the Notes subject to mandatory tender pursuant to Section 607 hereof are to be purchased for cancellation, the Notes so purchased shall be selected by lot in such manner as the Trustee deems appropriate.

(B) Notwithstanding the provisions of paragraph (B), the City may buy, sell, own and hold any of the Notes for its own account; provided 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 voidable as preferential payments under 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 the gross income of the owners thereof for federal income tax purposes under the Code. No purchase of Notes by the City or use of any funds to effectuate any such purchase shall be deemed to be a payment or redemption of the Notes or of any portion thereof and such purchase shall not operate to extinguish or discharge the indebtedness evidenced by such Notes.

Section 603. Mandatory Tender For Purchase.

(A) Before the Stated Maturity of the Notes, all Notes (or all Notes of any Subclass, if applicable), other than Unremarketed Notes, are subject to mandatory tender for purchase on any of the following Mandatory Tender Dates:

(i) On any Interest Payment Date (for such Subclass, if applicable); or

(ii) On the fifth Business Day following receipt by the Trustee of a notice from the Credit Provider that an event of default under and as defined in the Credit Agreement has occurred and directing the Trustee to give notice of the mandatory purchase of all Notes other than Unremarketed Notes; or

(iii) On the fifth Business Day following receipt by the Trustee of written notice from the Credit Provider within ten (10) days of a drawing on the Credit Facility that the amount available to pay interest on the Notes is not being reinstated by the Credit Provider; or

(iv) In any event, not later than the fifth day before the Credit Facility Termination Date or the earlier expiration date of the Credit Facility when an alternate or replacement Credit Facility has been provided and has become effective, or if such day is not a Business Day, the next preceding Business Day, except when an alternate or replacement Credit

Facility has been provided pursuant to Section 413(C) hereof and has become effective, and the further conditions set forth in Section 604 have been met.

Notice of mandatory tender for purchase pursuant to Clause (iv) shall be mailed by the Trustee not less than fifteen (15) days before the Mandatory Tender Date. Notice of mandatory purchase pursuant to Clause (III) or (iv) shall be communicated by the Trustee on the first Business Day after receipt by the Trustee from such Credit Provider of the notice described therein. In each case notice shall be mailed or otherwise communicated to the respective Owners of the affected Notes at their addresses as maintained on the registration books. Each notice of mandatory purchase shall state the Mandatory Tender Date and the place of mandatory purchase (which shall be the principal corporate office of the Tender Agent). Each such notice or communication shall also state that on said date there will become due and payable on said Notes the Purchase Price and that from and after the Mandatory Tender Date interest thereon shall cease to accrue to the prior holder of the Note to be purchased, and shall require such Notes be then surrendered and shall state that, if not so surrendered, the Notes will be deemed purchased in accordance with Section 608 below.

(B) The Owner of each such Note, by its purchase and acceptance of such Note, irrevocably appoints the Tender Agent as its duly authorized attorney-in-fact for the purposes of assignment, endorsement, certification, execution or acknowledgement that the Owner is holding such Note for the benefit of the purchaser or purchasers, registration of transfers and delivery of Notes in the event of a mandatory purchase of such Notes. The Tender Agent's power of attorney is coupled with an interest.

Section 604. Substitution Of Certain Credit Facilities.

Notwithstanding the provisions of Section 603(A)(iv) above, Notes that are secured by the Credit Facility shall not be subject to mandatory tender for purchase on or before the Credit Facility Termination Date when an alternate or replacement Credit Facility has been provided pursuant to Section 413 hereof and has become effective, provided that the City shall, before notice of such Credit Facility Termination Date is required by Section 603 to be given by the Trustee to the holders of such Notes, furnish to the Trustee written evidence from each Rating Agency originally rating the Notes to the effect that such Rating Agency has reviewed the proposed alternate or replacement Credit Facility and that the substitution of such Credit Facility will not result in the reduction or withdrawal of the rating then applicable to the Notes.

Section 605. Purchase Of Tendered Notes.

On any Note Purchase Date with respect to Tendered Notes (all times New York City time):

(A) By or before 12:15 P.M. such Note Purchase Date the Remarketing Agent shall give telephonic and facsimile notice to the applicable Tender Agent of the names, addresses, taxpayer identification numbers and delivery instructions for the purchasers of such Tendered Notes which have been remarketed and the principal denominations of such Notes.

(B) By or before 1:45 P.M. the Remarketing Agent for such Tendered Notes shall pay or cause to be paid by wire transfer of immediately available funds the Purchase Price of such remarketed Tendered Notes to the Trustee for deposit in the Note Purchase Fund, such payment to be made against receipt of Notes registered in accordance with the instructions provided pursuant to Paragraph (A) above.

(C) By 2:15 P.M. the Trustee shall submit to the applicable Credit Provider at the place specified in the applicable Credit Facility appropriate documentation for a drawing or drawings under such Credit Facility in the amount equal to the Purchase Price of such Tendered Notes which were not remarketed by such Remarketing Agent at the time of the notice provided pursuant to Paragraph (B) above.

(D) In the case of Notes not being settled by book-entry through the Book-Entry Depository by or before Noon, such Tender Agent shall give facsimile notice to the Trustee by or before 1:30 P.M. of the principal amount of Tendered Notes which are Undelivered Notes, and shall identify such Notes to the Trustee not later than Noon of the following Business Day.

(E) By or before 4:00 P.M. the applicable Credit Provider shall pay by wire transfer in immediately available funds the amount of the drawings properly made on such date to the Trustee for deposit in the Note Purchase Fund. If the Trustee does not receive such amount or is given notice of dishonor by such Credit Provider, the Trustee shall immediately notify the City and the City will promptly cause such amount to be paid to the Trustee.

(F) Such Tender Agent shall pay by no later than the close of business on the Note Purchase Date the Purchase Price to each Noteholder of any Tendered Notes which are not Undelivered Notes by wire transfer if wire transfer instructions have been received or by check or draft or by such other means satisfactory to the Tender Agent and such holder. In the case of book entry settlement via the Book Entry Depository, such payment

will be effected by a delivery versus payment transaction between the purchaser and the Trustee.

(G) By or before the close of business the Trustee shall pay the Purchase Price of all such Tendered Notes which are not Undelivered Notes to the Tender Agent by wire transfer from moneys in the Note Purchase Fund.

(H) Unremarketed Notes shall be deemed owned by the City and be held by the Trustee in pledge for the benefit of the Credit Provider of the Credit Facility drawn on for payment of the Purchase Price of such Unremarketed Notes. In the case of delivery via the Book Entry Depository, the Tender Agent shall cause such Unremarketed Notes to be delivered versus payment to the Trustee (or other agent of such Credit Provider) to be held in such pledge, or in the case of physical delivery, the Tender Agent shall cancel the purchased certificates and immediately advise the Trustee of such act, upon which the Trustee shall authenticate and register such Unremarketed Notes in the name of such Credit Provider or its designee as pledgee by the close of business that day.

Section 606. Undelivered Notes.

(A) Any Undelivered Notes for the payment of which there has been irrevocably deposited in trust in the Note Purchase Fund an amount of money sufficient to pay the Purchase Price and any interest owing on the Note Purchase Date with respect to such Notes shall be deemed to have been purchased pursuant to this Section. Holders of any such Undelivered Notes shall not be entitled to any payment with respect thereto other than of the Purchase Price and any unpaid interest not included in the Purchase Price due on such Note Purchase Date, and such Undelivered Notes in the hands of such non-delivering holder shall no longer accrue interest or be entitled to the benefits of this Indenture, except for payment of such Purchase Price and unpaid interest; provided that the indebtedness represented by such Notes shall not be extinguished and the Tender Agent for such Undelivered Notes shall transfer, authenticate and deliver such Notes as provided below. Such Tender Agent shall give telephonic or facsimile notice to the Trustee, promptly confirmed by mail, of all Undelivered Notes.

(B) With respect to any Undelivered Note, the Tender Agent therefor, acting hereunder and pursuant to the power of attorney granted by such Noteholder herein, shall do the following:

(i) Assign and register the transfer of such Note to the purchaser or purchasers thereof on the applicable Note Purchase Date;

(ii) Authenticate and deliver a new Note or Notes, as appropriate, to the purchaser or purchasers thereof on the applicable Note Purchase Date or,

if such Undelivered Note is an Unremarketed Note, take such action as provided in Section 607;

(iii) Promptly execute and deliver to the Trustee an acknowledgement that the holder of Undelivered Notes holds such Undelivered Note for the benefit of the new purchaser or purchasers thereof, who shall be identified in such acknowledgement;

(iv) Promptly notify by first class mail the holder of such Undelivered Note that:

(1) the Tender Agent has acted pursuant to such power of attorney to transfer the Undelivered Note and to perform the other acts set forth in this Section;

(2) the Undelivered Note is no longer Outstanding; and

(3) funds equal to the applicable Purchase Price plus any unpaid interest due on the Note Purchase Date for such Note are being held on behalf of such holder pending presentation of the Undelivered Note, without interest, in the Note Purchase Fund established for such purpose by the Trustee;

(v) Notify the Trustee for entry on the Note Register that the Undelivered Note is no longer Outstanding;

(vi) By Noon, on any Business Day on which an Undelivered Note is presented to the Tender Agent, requisition the Trustee for the amounts necessary to pay the Purchase Price; Notes presented on or before 10:30 A.M., New York City time on any Business Day are to be paid on or before the close of business on that day; Notes presented after 10:30 A.M. are to be paid on the next succeeding Business Day; and

(vii) Pay the Purchase Price to the tendering Noteholder by wire transfer if wire transfer instructions have been received or by check or draft or by such other means satisfactory to the Tender Agent and such holder; and

the Trustee shall pay such Purchase Price to the Tender Agent by wire transfer from moneys in the Note Purchase Fund by or before the close of business on such Business Day. In no event shall such Purchase Price include any interest on such Undelivered Note which accrues on and after such Note Purchase Date, provided that moneys are on hand in the Note Purchase Fund to pay the Purchase Price and any unpaid interest due on such Note Purchase Date.

Section 607. Remarketing Of Unremarketed Notes.

(A) Unremarketed Notes may be remarketed in any Authorized Denomination at any time, provided that Unremarketed Notes will not be released to any purchasers pursuant to such remarketing unless the applicable Credit Facility (if still in effect) shall have been reinstated with respect to such Unremarketed Notes. On the date of sale pursuant to such remarketing of any Unremarketed Notes:

(i) By or before 10:30 A.M. the Remarketing Agent for such Notes shall notify the Trustee and the Tender Agent of the names, addresses and delivery instructions for the purchasers of Unremarketed Notes and the principal denomination of such Notes;

(ii) By or before 11:30 A.M. such Remarketing Agent shall pay or cause to be paid by wire transfer of immediately available funds the purchase price of remarketed Unremarketed Notes to the Trustee for deposit in the Note Purchase Fund. In the case of book-entry settlement via the Book Entry

Depository, such payment for remarketed Unremarketed Notes will be effected by a delivery versus payment transaction between the purchaser and the Trustee; and

(iii) The Trustee shall wire transfer such purchase price of remarketed Unremarketed Notes to the applicable Credit Provider to the extent such Credit Provider has not been reimbursed for the draw on the Credit Facility used to purchase such Unremarketed Notes. Any moneys remaining after such Credit Provider has been reimbursed in full with respect to such remarketed Unremarketed Notes shall be paid to the City.

(B) If such Unremarketed Notes are remarketed at less than par, the City shall wire to the Trustee by 11:00 A.M., any moneys necessary to fully reinstate the applicable Credit Facility upon the remarketing of such Unremarketed Notes. The Trustee shall not register any such remarketed Unremarketed Notes to the new Noteholders unless it has been notified by the applicable Credit Provider that such Credit Facility has been reinstated as to such Notes.

Section 608. Sources Of Payment.

Payment of the Purchase Price for Tendered Notes shall be made on the relevant Note Purchase Date as applicable only with the moneys in the Note

Purchase Fund in the order described in Section 414; it being understood that upon receiving direction from the Credit Provider to purchase any Notes pursuant to Clause (ii) of Section 603(A) hereof, the Trustee shall draw upon the Credit Facility and deposit the proceeds of such drawing in the Note Purchase Fund in order to pay such purchase price with such moneys.

Section 609. Remarketing And Sale Of Notes.

(A) Except as otherwise provided in the Remarketing Agreement, and with respect to all Unremarketed Notes and all Notes subject to purchase on any Note Purchase Date (other than Notes subject to Mandatory Tender pursuant to Section 605(A) that are not to be remarketed unless and until, in the case of any Mandatory Tender Date arising pursuant to Subsection (ii) of Section 603(A) an alternate or replacement Credit Facility has become effective, or in the case of Subsection (iii) of Section 603(A) the applicable Credit Provider has reinstated its Credit Facility), the Remarketing Agent for such Notes shall offer for sale and use its best efforts to sell all such Notes at a price equal to the principal amount thereof plus accrued interest, if any, and with an interest rate determined as provided in Section 210; provided that Unremarketed Notes may be remarketed at prices other than par, but no Unremarketed Note shall be remarketed unless the applicable Credit Facility has been or, upon receipt of remarketing proceeds, will be reinstated to an amount equal to the principal amount of all outstanding Notes secured by such Credit Facility (other than Notes remaining as Unremarketed Notes) plus the amount of interest to be available thereunder by its terms. Such Remarketing Agent shall promptly notify the City, the Tender Agent and the Trustee by telephone, confirmed in writing, of the remarketing of Unremarketed Notes.

(B) The Trustee shall notify the Remarketing Agent promptly of any event of default and the Remarketing Agent may rely upon such notice absent manifest error therein. Notes will be offered for sale under this Section during the continuance of an event of default only in the sole discretion of the Remarketing Agent.

(C) The proceeds of sale of any Notes sold by the Remarketing Agent therefor pursuant to Subsection (A) above shall be transferred by or at the direction of the Remarketing Agent by wire transfer in immediately available funds to the Trustee, for deposit in the Note Purchase Fund and application in accordance with this Indenture.

(D) Anything in this Indenture to the contrary notwithstanding, there shall be no remarketing of Notes which have been tendered or deemed tendered for purchase pursuant to this Article VI if there shall have occurred and be continuing an event of default under the Indenture.

(E) Notes remarketed by the Remarketing Agent shall be delivered to the purchasers thereof. In each such case the Tender Agent shall authenticate the Notes delivered to the purchasers thereof.

(F) The Remarketing Agent may, but is not obligated to, acquire for its own account any Notes delivered to the applicable Tender Agent but not resold. The Remarketing Agent may sell and/or purchase any Notes for its own account at any time.

Article VII.

Covenants Of The City.

Section 701. Equality Of Security.

All Notes, regardless of date of issuance and date of sale, shall be secured by the pledge in the Granting Clauses hereof and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of this Indenture, so long as any Notes remain Outstanding and unpaid.

Section 702. Equality Of Notes.

All Notes authorized hereunder shall be on a parity and rank equally without preference, priority or distinction over any other thereof with respect to the pledge contained in the Granting Clauses hereof, and regardless of the time or times of their issue, the provisions, covenants and agreements set forth herein to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the holders of any and all Notes. No Credit Provider shall have any preference, priority or distinction over any Noteholder as to security or the benefit and protection of the provisions, covenants and agreements set forth herein, and shall be entitled to such security, benefit and protection only to the extent of its holding of Notes as the result of exercise of its rights of subrogation upon provision for payment in full to the prior Owners of the Notes it holds. The City covenants that it will not issue any obligations, payable from Net Revenues or any other moneys pledged herein, nor voluntarily create or cause or permit to be created any debt, lien, pledge or assignment, having priority to or being on a parity with, the Notes.

Section 703. Punctual Payment.

The City covenants that it will duly and punctually pay or cause to be paid the principal and Purchase Price of and interest and redemption premium, if any, on all Notes due hereunder in strict conformity with the terms of such Notes and of this Indenture, and that it will faithfully observe and perform all the conditions, covenants and requirements of this Indenture and of the Notes issued hereunder. The City hereby appoints the Trustee to act as a paying agent, and designates the principal corporate trust office of the Trustee at the address for notices set forth in Section 1204 hereof as a place of payment for the Notes, such appointment and designation to remain in effect until notice of change is filed with the Trustee.

Section 704. Prohibition Against Pledge Of Revenues.

The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in the Granting Clauses of this Indenture other than the Notes, and shall not create or cause to be created any lien or charge on Net Revenues, or on any other amounts pledged for the benefit of holders of Notes under this Indenture; provided that neither this Section nor any other provision of this Indenture shall prevent the City from issuing bonds, notes or other evidence of indebtedness payable out of, or secured by a pledge of, Net Revenues to be derived on and after such date as the pledge contained herein shall be discharged and satisfied as provided in Section 1101.

Section 705. Annual Audit.

The City covenants that it will as soon as available after the close of each Fiscal Year, furnish the Trustee with a copy of an annual audit report, prepared in accordance with generally accepted accounting principals and certified by an independent accountant, covering the operation of the Airport for such Fiscal Year. The City covenants that it will cause a copy of such audit to be mailed, postage prepaid to the holders of any Notes requesting copies thereof. Such audit shall be available for inspection at reasonable times by the holders of the Notes at the Office of the City Comptroller.

Section 706. Power To Issue Notes And Make Pledge Contained Herein.

The City warrants and covenants as follows: it is duly authorized under all applicable laws to issue the Notes and to adopt this Indenture and to make the pledge contained in the Granting Clauses hereof in the manner and to the extent provided; the Net Revenues and moneys and securities so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect hereto prior to or of equal rank with, the pledge contained herein and all corporate or other action on the part of the City to that end has been and will be duly and validly taken; the Notes and the provisions of this Indenture are and will be valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Indenture subject to bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditor's rights generally and applicable equitable principals; the City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained herein and all the rights of the Noteholders under this Indenture against all claims and demands.

Section 707. Further Assurances; Financing Statements.

(A) The City covenants that it will make or adopt and execute, or cause to be made, adopted and executed, any and all such further ordinances, acts, deeds, conveyances assignments or assurances as may be reasonably required for effectuating the intention of this Indenture, and for the better assuring and confirming unto the holders of the Notes of the rights and benefits provided in this Indenture or any Supplemental Indenture.

(B) The City agrees that it shall (1) cause this Indenture, and any additional security instrument filed with the Trustee as additional security for the Notes, each amendment and supplement to any such instrument, and a memorandum, financing statement, or continuation statement with respect to such instruments, amendments, or supplements to be filed, registered and recorded and to be refiled, reregistered and rerecorded in such manner and in such places as may be required by any present or future law in order to publish notice of and to protect and perfect the lien of this Indenture and to publish notice of and to protect and perfect the security interest of the Owners of the Notes and the rights of the Trustee, and (2) perform or cause to be performed from time to time any other act as required by law, and execute and file or cause to be executed and filed any and all instruments of further assurance including financing statements with respect to any of such instruments) that may be necessary for such publication and protection. The City and the Trustee shall, when so requested by one another, execute all such instruments, memoranda, or

statements necessary to maintain, protect, perfect or preserve the interests assigned to the Trustee under this Indenture.

Section 708. Prompt Acquisition And Construction.

(A) The City covenants that upon the receipt of the proceeds of the Notes, the City will with reasonable dispatch proceed with the Work on the Authorized Projects and that it will expeditiously complete such Work, in a good and workmanlike manner, substantially in accordance with the Plans and Specifications therefor and in conformity with law and all requirements of all governmental agencies having jurisdiction thereover. The City will cause all materials and equipment incorporated in any such Authorized Projects to be of good quality, free and clear from any material faults or defects.

(B) The City covenants that no payment will be made from the Construction Fund for labor or materials or to contractors, builders or materialmen, on account of the Work on the Authorized Projects, or any portion thereof, unless such portion is located on lands which are owned by the City in fee simple or over which the City shall have acquired sufficient leases, easements, servitudes or control for the purposes of such Authorized Projects.

Section 709. Restrictions On Sale Or Transfer Of Airport.

The City covenants that it shall not, directly or indirectly, permit the sale, conveyance, mortgage, encumbrance or other disposition of all or any substantial portion of the Airport or transfer of control of all or any substantial portion of the Airport, whether involving its aviation operations, financial operations or otherwise (any of the foregoing being referred to for purposes of this Section 709 as a "transfer") unless prior thereto all of the following conditions shall have been met:

(A) such transfer shall have been approved in writing by the Mayor and by the City Council at a meeting duly called for such purposes;

(B) evidence shall have been obtained in writing confirming that such transfer shall not adversely affect any rating on any Notes issued by any Rating Agency;

(C) written consent to such transfer shall have been received from the holders of all Notes then Outstanding;

(D) written consent to such transfer shall have been received from the Trustee; and

(E) written consent to such transfer shall have been received from the Credit Provider.

This covenant is material to the Noteholders.

Section 710. Management.

The City covenants that in order to assure the efficient management and operation of the Airport and to assure the holders of the Notes that the Airport will be economically and efficiently operated on the basis of sound business principles, it will operate and maintain the Airport under the direction of the Commissioner of Aviation. The City will comply with all valid acts, rules, regulations, orders and directives of any governmental, legislative, executive, administrative or judicial body applicable to the Airport, unless the same shall be contested in good faith, all to the end that the Airport will remain operational at all times.

Section 711. Operation And Maintenance Of Airport.

The City covenants that it will use reasonable efforts to see that the Airport shall at all times be operated and maintained in an efficient operating condition; and such repairs shall be made thereto as shall be necessary or appropriate in the prudent management thereof to insure its economic and efficient operation at all times. The City shall cause all rentals, rates and other charges for the use and operation of the Airport and for certain services rendered by the City in the operation thereof to be collected when and as due and shall prescribe and enforce rules and regulations for the payment thereof and for the consequences of nonpayment thereof. The City will, out of the Operation and Maintenance Fund, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon the Airport or upon any part thereof, or upon the Revenues, when the same shall become due, as well as any lawful claim for labor, materials, or supplies which, if unpaid, might by law become a lien or charge upon the Airport, or which might impair the security of the Notes.

Section. 712. Airport Budget.

The City shall prepare before the beginning of each Fiscal Year an annual budget for the Airport setting forth for such Fiscal Year in reasonable detail, among other things, estimated Revenues and Operation and Maintenance Expenses. Such budget shall be prepared in accordance with applicable law and shall be made available to the City Council in sufficient time for it to act thereon as required by law. All Operation and Maintenance Expenses shall be reasonable and the total expenditures shall not exceed in any Fiscal Year the total expenditures thus set forth in the annual budget except to the extent approved by the City Council in accordance with law. As soon as such budget is adopted, the City shall furnish to the Trustee a Certificate as to the initial Operation and Maintenance Expense Projection for such Fiscal Year.

Article VIII.

Default Provisions And Remedies Of Trustee And Noteholders.

Section 801. Default And Events Of Default Defined.

Any of the following events described in Subsections (A) through (F) of this Section 801 shall constitute an "event of default" for all purposes of this Indenture, and any event which, but for the giving of notice or the passage of time or the occurrence of any other further event described in such subsections or any combination of the foregoing, would constitute an event of default shall constitute a "default" for all purposes of this Indenture:

(A) Any installment of interest upon any Note is not paid when the same shall have become due and payable;

(B) Principal of any Note is not duly and punctually paid in full when the same shall have become due and payable, whether at the Stated Maturity thereof, upon redemption or upon the maturity thereof by declaration;

(C) Failure to pay the Purchase Price of any Tendered Note;

(D) If the City is dissolved or liquidated, or admits in writing its inability to meet its debts as they mature, or makes an assignment for the benefit of its creditors, or enters into an agreement of composition with its creditors, or files a voluntary petition in bankruptcy or commences any similar proceeding with respect to adjudicating or adjusting the rights of its creditors or any similar relief from its obligations before any state or Federal court, governmental agency or other tribunal having jurisdiction over the

bankruptcy, insolvency or reorganization of the City or the rights of its creditors generally (a "Bankruptcy Tribunal"); or if an order for relief under Title 11 of the United States Code, as the same may from time to time be hereafter amended, or any similar act by any other Bankruptcy Tribunal is entered, taken or issued against the City; or if a petition or answer or equivalent instrument proposing the entry of an order for relief against the City under Title 11 of the United States Code, as the same may from time to time be hereafter amended, or proposing the reorganization, arrangement, or debt readjustment of the City under and present or future federal bankruptcy act or any similar federal or state law in any Bankruptcy Tribunal is filed or a similar proceeding is commenced with respect to the City and such petition or answer or proceeding is not discharged or denied within sixty (60) days after such filing or the commencement of such proceeding; or if a custodian (including, without limitation, a receiver, trustee, liquidator or similar fiduciary) is appointed for all or a substantial part of the property of the City, and is not discharged within sixty (60) days after such appointment; or if any such custodian takes possession of the City or a substantial part of its property, and such taking fails to be discharged within sixty (60) days thereafter; or if the City consents to or acquiesces in or takes any action in furtherance of any of the foregoing;

(E) The Credit Provider has become insolvent or bankrupt or has failed to pay its debts generally as such debts become due or has admitted in writing its inability to pay any of its indebtedness or has consented to or petitioned for or applied to any authority for the appointment of a receiver, liquidator or trustee or similar official for itself or for all or any substantial part of its properties or assets; or any such receiver, liquidator or trustee or similar official has been otherwise appointed; or any bankruptcy, insolvency, reorganization, arrangement or liquidation proceedings or similar proceedings have been instituted by or against such Credit Provider, or the Credit Facility becomes unavailable to the Trustee for any reason other than a wrongful dishonor by the Credit Provider of a draft on such Credit Facility by the Trustee; or

(F) Wrongful dishonor by the Credit Provider of a draft on or other request for payment under the Credit Facility by the Trustee which has not been cured within five (5) Business Days;

provided that none of the foregoing occurrences in Subsection (E) or (F) above shall constitute an event of default unless the City, within sixty (60) days thereafter, shall fail to provide for an alternate or replacement Credit Facility meeting the requirements of this Indenture; and provided further that the declaration of an event of default under this subsection and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation, or reorganization proceedings.

Section 802. Remedies; Rights Of Noteholders.

(A) Upon the occurrence and continuation of an event of default the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Notes then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

(B) If an event of default shall have occurred and be continuing and if requested so to do by the Owners of not less than 25% in aggregate principal amount of Notes then Outstanding and indemnified as provided in Section 901 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Section 802 hereof as the Trustee being advised by Counsel shall deem most expedient in the interests of the Noteholders.

(C) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Noteholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Noteholders hereunder now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any event of default hereunder, whether by the Trustee or by the Noteholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

(D) Obligations Of Trustee To Draw Under Credit Facility. Before exercising any other remedy under this Indenture or any other remedy available to the Trustee, the Trustee shall draw or request payment under any applicable Credit Facility for any amounts of principal or Purchase Price of or interest on any Notes then due and unpaid. Unless the Credit Provider has wrongfully dishonored a draft drawn by the Trustee under the Credit Facility, the Trustee shall accept the direction of such Credit Provider with respect to any other right or remedy available to the Trustee or the Noteholders under the Indenture. Notwithstanding any provision in this Indenture to the contrary, if there occurs an event of default described in Section 801(E) or (F), (i) any consents required of the Credit Provider before the taking of any action by the Trustee shall no longer be required, (ii) any directions which the Credit Provider may give to the Trustee pursuant to this Indenture shall not be binding on the Trustee and (iii) any consent required of the Credit Provider which does not also require the consent of the Trustee shall only require the consent of the Trustee.

(E) Subject always to the provisions of Paragraph (D), and without limiting the mandatory obligations of the Trustee under Paragraph (D), upon the occurrence and during the continuance of any event of default, the Trustee shall have the power to, but unless requested in writing by the holders of at least a majority in aggregate principal amount of the Notes 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 Trust Estate under the Indenture by any acts which may be unlawful or in violation of the Indenture and such suits and proceedings as the Trustee may be advised by Counsel shall be necessary or expedient to preserve or protect its interests and the interests of the Noteholders.

Section 803. Right Of Noteholders To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of Notes then Outstanding (after giving effect to payment to Noteholders of all moneys obtainable under any applicable Credit Facility) shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 804. Application Of Moneys.

(A) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the fees of, and expenses, liabilities and advances incurred or made by, the Trustee and its Counsel, be deposited in the Note Fund and all such moneys in the Note Fund shall be applied to the payment of the principal and interest then due and unpaid upon the Notes, without preference or priority of any kind, ratably, according to the amounts due and payable on such Notes for principal and interest, respectively, to the Persons entitled thereto without any discrimination or privilege.

(B) (i) Whenever moneys are to be applied pursuant to the provisions of this Section 805, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine; (ii) whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date

unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue; and (iii) the Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date.

(C) After the Notes have been paid in full with a draw upon the Credit Facility, any moneys remaining in the Trust Estate with respect to the notes shall be paid to the Credit Provider to the extent necessary to reimburse such Credit Provider pursuant to the Credit Agreement.

(D) Whenever all principal of and interest on all Notes have been paid under the provisions of this Section 804, all expenses, fees and charges of the Trustee have been paid, and any Credit Provider who has advanced moneys under any Credit Facility for the payment of principal of or interest on any Notes shall have been reimbursed in full, any balance remaining in the Note Fund shall be paid the City as provided in Section 412 hereof.

Section 805. Remedies Vested In Trustee.

All rights of action (including the right to file proofs of claims) under this Indenture or under any of the Notes may be enforced by the Trustee without the possession of any of the Notes or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Notes, and any recovery of judgment shall be for the equal and ratable benefit of the Owners of the Outstanding Notes.

Section 806. Rights And Remedies Of Noteholders.

No Owner of any Note shall have right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified or is deemed to have, or required to take, notice pursuant to Subsection (G) of Section 901 hereof, (b) such default shall have become an event of default and be continuing, (c) the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Notes then Outstanding shall have made written request to the Trustee either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in its own name, and shall have offered and, if requested, provided to the Trustee indemnity as provided in Section 901, and (d) the Trustee shall for sixty (60) days after such notice, request and offer and provision of indemnity fail or refuse to

exercise the powers herein granted, or to institute such action, suit or proceeding in its own name; and such notification, request, offer and provision of indemnity and sixty (60) day period are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution by the Trustee, at the direction of the Noteholders, pursuant to the provisions of this Section 806 of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder. No one or more Owners of the Notes shall have any right in any manner whatsoever to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Owners of all Notes. Nothing in this Indenture contained shall, however, affect or impair the right of any Noteholder to enforce the payment of the principal of and interest on his Note at and after the maturity hereof.

Section 807. Termination Of Proceedings.

If the Trustee shall have proceeded to enforce any right under this Indenture, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Trustee and the Noteholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 808. Waivers Of Events Of Default.

The Trustee may in its discretion waive any event of default hereunder and rescind its consequences and shall do so upon the written request of the Owners of not less than a majority in aggregate principal amount of all Notes then Outstanding; provided that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Notes when due (whether at maturity or by redemption), or (b) any event of default in the payment when due of the interest on any such Notes, unless before such waiver and rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Notes on overdue installments of interest and all arrears of principal when due, as the case may be, together with the reasonable expenses of the Trustee and of the Owners of such Notes, including reasonable attorneys' fees paid or incurred, shall have been paid or provided for. In the case of any such waiver and rescission, or if any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee, and the Noteholders shall be restored to their former positions and rights hereunder, respectively, but

no such waiver and rescission shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Indenture shall be in writing and copy thereof shall be delivered to the City.

Section 809. Trustee And City Required To Accept Actions And Directions Of Credit Provider.

(A) Whenever after a reasonable request by the Credit Provider, the City shall fail to direct or to require the Trustee to take any other action which the City is required or permitted to have the Trustee take, the Credit Provider instead of the City may so direct or require the Trustee to take any such action, and the Trustee is hereby irrevocably empowered and directed to accept such direction from the Credit Provider as sufficient for all purposes of the Indenture. The Credit Provider shall have the direct right to cause the Trustee to comply with its obligations under this Indenture to the same extent that the City is empowered so to do.

(B) The City and Trustee acknowledge that certain actions or failures to act by the City under this Indenture may create or result in an event of default under this Indenture and the City hereby agrees that the Credit Provider may perform (but shall not be required to perform) any and all acts or take such action as may be necessary for and on behalf of the City to prevent or correct such event of default and the Trustee agrees that it shall take or accept such performance by the Credit provider as performance by the City in such event.

Section 810. Credit Facility.

(A) Whether or not an event of default or a default has occurred or is continuing, if the Trustee presents a draft under the Credit Facility for payment of principal of or interest on the Notes, or for payment of the Purchase Price of any such Notes, such draft is honored by the Credit Provider and there are moneys in the Note Fund, or the Note Purchase Fund, respectively, such moneys shall be paid to the Credit Provider for application against the obligations of the City to reimburse the Credit Provider under the Credit Agreement.

(B) If at any time during the term of any Credit Facility a successor Trustee shall be appointed and qualified under this Indenture and such Credit Facility is not transferable to the successor Trustee, the resigning Trustee shall request from the Credit Provider of such Credit Facility a substitute Credit Facility identical to such Credit Facility but addressed to and running in favor of the successor Trustee for the benefit of the holders of the Notes to the extent of the available credit. If the resigning Trustee fails to make this request, the successor Trustee shall do so before accepting its

appointment. Upon issuance of the substitute Credit Facility to the successor Trustee, the Prior Credit Facility shall be returned and cancelled.

Article IX.

The Trustee And Other Fiduciaries.

Section 901. Acceptance Of The Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, and represents and covenants that it is fully empowered under the applicable laws and regulations of the United States of America and the State to accept said trusts, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(A) The Trustee may execute any of the trusts or powers hereof and perform all of its duties by or through attorneys, agents or employees and shall not be responsible for the acts of the attorneys or agents appointed by it in good faith (including, without being limited to, any co-bond registrar, and any co-trustee), and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys and agents as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(B) Except for its certificate of authentication on the Notes, the Trustee shall not be responsible for any recital herein or in the Notes, or the validity, priority, recording, or re-recording, filing, or re-filing of this Indenture, the Agreement or any financing statement, amendments to this Indenture or the Agreement, or continuation statements, or for the validity of the execution by the City of this Indenture, the Agreement or of any supplements hereto or thereto or instruments of further assurance, or for the sufficiency of the security for the Notes issued hereunder or intended to be secured hereby. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article V hereof, including, without limitation, any loss suffered in connection with the sale of any investment pursuant to Article V hereof.

(C) The Trustee shall not be accountable for the use of any Notes authenticated or delivered hereunder. The Trustee may become the Owner of Notes with the same rights which it would have if it were not Trustee.

(D) The Trustee shall be protected in acting in good faith upon any notice, request, resolution, consent, certificate, affidavit, letter, telegram or other paper or document, or oral communication or direction, believed to be genuine and correct and to have been signed or sent or given by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who at the time of making such request or giving such authority or consent is the Owner of any Note shall be conclusive and binding upon all future Owners of the same and upon Notes issued in exchange therefor or upon transfer or in place thereof.

(E) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the City by its Executive Officer as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee is deemed to have or required to take notice or has been notified, or subsequent to the waiver, rescission or annulment of a default as provided in Article VIII hereof, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate signed on behalf of the City by its Executive Officer or Recording Officer to the effect that a resolution or ordinance in the form therein set forth has been adopted by the City as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(F) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be liable in the performance of its obligations hereunder except for its gross negligence or willful misconduct.

(G) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(H) The Trustee may require that a satisfactory indemnity bond be furnished by the Owners of the Notes for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken.

(I) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which

they were received and shall not be commingled with the general funds of the Trustee but need not be segregated from other refunds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(J) The Trustee, before the occurrence of an event of default specified in Section 801 of this Indenture 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 Indenture and, in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture. If an event of default has occurred (which has not been cured), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances.

(K) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own gross negligent action, its own gross negligent failure to act, or its own willful misconduct, except that:

(i) This subsection shall not be construed to limit the effect of subsection (j) of this Section 901;

(ii) The Trustee shall not be liable for any error of judgment made in good faith by an officer of the Trustee, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts;

(iii) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in aggregate principal amount of the Notes outstanding relating to the time, method and place of conducting any proceeding or any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(L) Notwithstanding anything contained elsewhere in this Indenture, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Notes, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the City to the authentication of any Notes, the withdrawal of any cash, or as a condition to the taking of any other action by the Trustee.

Every provision of this Indenture that in any way relates to the Trustee is subject to all the foregoing paragraphs of this Section.

Section 902. Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee hereunder, which shall be a banking corporation or national banking association organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers and having a corporate trust office in Chicago, Illinois, authorized to accept and exercise the trusts herein provided, having a combined capital and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. If such corporation or national banking association publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 902, the combined capital and surplus of such corporation or national banking association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time either Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article, and shall immediately provide notice of such resignation by registered or certified mail to the City, and the Owner of each Note.

Section 903. Fees, Charges And Expenses Of Trustee.

The Trustee shall be entitled to payment and/or reimbursement from the City for reasonable fees for its Ordinary Services, including reimbursement for fees and expenses of any co-trustee or co-Note registrar, rendered hereunder and all advances, Counsel fees and disbursements and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services hereunder and, if it should become necessary that the Trustee perform Extraordinary Services,

it shall be entitled to reasonable extra compensation therefor from the City, and to reimbursement from the City for reasonable and necessary Extraordinary Expenses in connection therewith; provided that if such Extraordinary Services or Extraordinary Expenses are occasioned by the gross negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement from the City for reasonable fees and charges of the Trustee as Note Registrar and paying agent for the Notes. The Trustee shall be entitled to indemnification from the City for, and to be held harmless against, any loss, liability or expense incurred without gross negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. Upon the occurrence of an event of default and during its continuance, the Trustee shall have a first lien with right of payment before payment on account of interest on or principal of any Note secured by this Indenture upon all moneys in its possession under any provisions hereof, for the foregoing advances, fees, costs and expenses incurred. The City agrees to pay all of such amounts to the Trustee from the Operation and Maintenance Fund as long as no event of default shall have occurred hereunder and be continuing.

Section 904. Intervention By Trustee.

In any judicial proceeding to which the City is a party that, in the opinion of the Trustee and its Counsel, has a substantial bearing on the interests of the Owners of the Notes, the Trustee may intervene on behalf of the Owners of the Notes and, subject to the provisions of Section 901(I), shall do so if requested in writing by the Owners of a majority in aggregate principal amount of all Notes then outstanding.

Section 905. Successor Trustee.

Any corporation or national banking association into which the Trustee may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument on the part of any of the parties hereto.

Section 906. Resignation By The Trustee.

The Trustee may at any time resign from the trusts hereby created by giving sixty (60) days' written notice by registered or certified mail to the City and the Owner of each Note, and such resignation shall take effect at the appointment of a successor Trustee pursuant to the provisions of Section 908 hereof and acceptance by the successor Trustee of such trusts.

Section 907. Removal Of The Trustee.

The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of a majority in aggregate principal amount of Notes then outstanding.

Section 908. Appointment Of Successor Trustee.

If the Trustee hereunder shall:

(A) resign pursuant to Section 902 or 906 hereof;

(B) be moved pursuant to Section 907 hereof; or

(C) be dissolved, taken under the control of any public officer or officers or of a receiver appointed by a court, or otherwise become incapable of acting hereunder, a successor shall be appointed by the City with the written agreement of the City; provided that if a successor Trustee is not so appointed within thirty (30) days after notice of resignation is mailed or an instrument of removal is delivered as provided under Sections 902, 906 and 907 hereof, respectively, or within ten (10) days of the City's knowledge of any of the events specified in this Subsection (c), and there is no Trustee hereunder meeting the requirements of Section 902 hereof, then the Owners of a majority in aggregate principal amount of Notes then outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such Owners, may designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing, shall have a corporate trust office in Chicago, Illinois, and shall be eligible to serve as Trustee under the applicable laws of the State, having a report capital and surplus of not less than \$100,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture. If at any time the sole remaining Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article IX before

the date specified in the notice of resignation as the date when such resignation shall take effect, the Owner of any Note or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 909. Concerning Any Successor Trustee.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor. Notwithstanding the foregoing sentence, (1) such predecessor shall, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder and (2) such predecessor shall upon payment of its charges deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City at the expense of the City.

Section 910. Designation Of Trustee As Paying Agent.

The Trustee shall be the paying agent for the Notes and the Trustee may designate the Tender Agent and such other Persons as it deems from time to time advisable or necessary to act as co-paying agents.

Section 911. Appointment Of Co-Trustee.

(A) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and in particular in case of the enforcement thereof on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any action that may be desirable or necessary in connection therewith, it may be

necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section are adopted to these ends.

(B) If the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies and only to the extent that the Trustee by the laws of any jurisdiction (including particularly the State) is incapable of exercising such powers, rights, and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

(C) Should any instrument in writing from the City be required by the separate or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or its such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City at the expense of the City; provided that if an event of default shall have occurred and be continuing, if the City does not execute any such instrument within fifteen (15) days after request therefor, the Trustee shall be empowered as an attorney-in-fact for the City to execute any such instrument in the City's name and stead. If any separate or co-trustee or a successor to either shall die, become incapable of acting, resign or be removed, all the estates, properties, rights powers, trusts, duties and obligations or such separate or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate or co-trustee.

(D) The Trustee shall be entitled to remove any co-trustee so appointed by the Trustee upon written notice to such co-trustee and the City.

Section 912. Trustee Protected In Relying Upon Resolution, Et Cetera.

The resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 913. Dealing In Notes.

The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depositary, trustee, or agent for any committee or body of Noteholders secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

Section 914. Remarketing Agent.

The City shall, within its own reasonable discretion upon request of the City, select and appoint the Remarketing Agent, subject to the conditions set forth in Section 915 hereof. The initial Remarketing Agent is as designated in Section 202(H). The Remarketing Agent shall designate to the Trustee 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 City and the Trustee.

Section 915. Qualifications Of Successor Remarketing Agent.

(A) Any Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc., having a capitalization of at least \$15,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture and shall be acceptable to the Credit Provider, which shall not unreasonably withhold its consent. The Remarketing Agent may resign and be discharged of the duties and obligations created by this Indenture by giving at least thirty (30) days notice to the City, the Credit Provider, any Rating Agency then rating the Notes and the Trustee. Any Remarketing Agent may be removed by the City upon request of the City, by a certificate furnished to the Trustee designating a successor Remarketing Agent, subject to the provisions of this Indenture with respect to the selection, duties and obligations of any such Remarketing Agent. The Trustee, upon receipt of notice of resignation or removal of the Remarketing Agent, shall mail notice to each of the Registered Owners of the Notes.

(B) If the Remarketing Agent shall resign or be removed, the departing Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

(C) If the Remarketing Agent shall resign, 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,

notwithstanding the provisions of Paragraph (A) of this Section 915, shall ipso facto be deemed to be the Remarketing Agent for all purposes of this Indenture until the appointment by the City of a successor Remarketing Agent; provided that the Trustee, in its capacity as such Remarketing Agent, shall not be required to remarket any Notes or determine the applicable Interest Rate.

Section 916. Tender Agent.

(A) The City hereby designates [_____] of New York, New York, to act as Tender Agent for the Notes. The City hereby authorizes and directs the Trustee to execute and deliver such agreements and instruments as shall be reasonably required to authorize such appointment and to evidence acceptance and assumption of the duties of Tender Agent for the Notes.

(B) The Tender Agent shall:

(i) hold all Notes delivered to it for purchase hereunder as agent and bailee of, and in escrow for the benefit of, the respective Noteholders who have so delivered such Notes until moneys representing the Purchase Price of such Notes have been delivered to or for the account of or to the order of such Noteholders.

(ii) hold all moneys delivered to it hereunder for the purchase of Notes as agent and bailee of, and in escrow for the benefit of, the Person or entity which shall have so delivered such moneys, without liability for interest thereon, until the Notes purchased with such moneys shall have been delivered to or for the account of such Person or entity. All moneys received by such Tender Agent pursuant to this Indenture shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, shall be segregated from other funds and shall remain uninvested until applied for the purpose for which they are held by such Tender Agent.

(C) The Tender Agent may act upon any instrument or other writing believed by it in good faith to be genuine and to have been signed or presented by the proper Person and shall not be liable to any Person in connection with the performance of its duties hereunder, except for its own willful misconduct, negligence or bad faith. Such Tender Agent's duties shall be determined only with reference to this Indenture or the Tender Agency Agreement of such Tender Agent and applicable laws and no implied covenants or obligations shall be read into this Indenture against such Tender Agent. If in doubt as to its duties and responsibilities hereunder, such Tender Agent may consult with counsel of its choice and shall be protected in any action taken or omitted in connection with such duties and

responsibilities upon the advice or opinion of such counsel, except as provided above with respect to its own willful misconduct, negligence or bad faith.

(D) The Tender Agent may at any time resign and be discharged of the duties and obligations created hereunder by giving at least sixty (60) days, written notice to the Trustee, the City, and the Remarketing Agent and the Credit Provider for, and the Rating Agency then rating, the Notes, specifying the date upon which such termination shall take effect. The Tender Agent may be removed at any time by the City by a written instrument filed with the Trustee, the Remarketing Agent and the Credit Provider. Upon the resignation or removal of any Tender Agent, such Tender Agent shall promptly pay over, deliver and assign any moneys and Notes held by it in such capacity to its successor, or, if there is no such successor, to the Trustee.

(E) The Tender Agent shall consent and agree to perform such duties and only such duties as are specifically set forth in this Indenture and the Tender Agency Agreement; provided that such Tender Agent shall use reasonable care in the custody and preservation of Notes in its physical possession. Such Tender Agent shall not be liable for loss, theft, damage or destruction of Notes in the course of delivery, acceptance or transmission except when such Notes are in such Tender Agent's physical possession. The Tender Agent shall not be liable for any negligence, default or insolvency of any agent or subagent of such Tender Agent. None of the provisions contained in this Indenture and the applicable Tender Agency Agreement shall require any Tender Agent to expend or risk its own funds or otherwise incur Personal financial liability in the performance of any duties or in the exercise of any rights or powers hereunder or to take any actions not specifically set forth in this Indenture or the applicable Tender Agency Agreement unless it shall have received reasonable security or indemnity against the costs, expenses and liabilities which would be incurred by its taking of such action.

(F) The Tender Agent may, in the course of performing its duties hereunder, make reasonable use of the United States Postal Service, insured and bonded private courier services and securities and funds processing, delivery and communication services and facilities provided by the Board of Governors of the Federal Reserve System, the Book Entry Depository, the National Securities Clearing Corporation and other clearing agencies, as defined in the Securities Exchange Act of 1934 as amended. In addition, such Tender Agent may perform any duties hereunder either directly or through agents or attorneys.

(G) The Tender Agent and its officers, directors and employees may acquire and hold, or become the pledgee of, the Notes and otherwise deal with the City in the same manner and to the same extent and with like effect as though it were not a Tender Agent hereunder.

(H) If any dispute shall arise with respect to the delivery, ownership, right of possession and/or disposition of Notes delivered to any Tender Agent hereunder or should any bona fide claim be made thereon by a third party, such Tender Agent, upon receipt of written notice of such dispute by the City or by a third party, is authorized and directed to retain possession of all or any such Notes and/or proceeds until such dispute shall have been settled either by mutual agreement of the parties involved or by final order, decree or judgment of any court in the United States.

(I) The recitals contained herein and in the Notes shall be taken as the statements of the City, and the Tender Agent shall not assume any responsibility for their accuracy or correctness. The Tender Agent shall not make any representations or warranties as to the validity or sufficiency of the Notes or the Indenture and shall not have any liability under the terms and provisions of any other agreement other than this Indenture or the Tender Agency Agreement. The Tender Agent shall not be accountable for the use or application by the City of the Notes or the proceeds thereof, or for the use or application of any moneys paid over by such Tender Agent to a Noteholder in accordance with any provisions of this Indenture or the Tender Agency Agreement. Each Tender Agent's duties hereunder are ministerial in nature and payments by such Tender Agent to the Noteholders shall only be made if and to the extent that funds are made available under this Indenture.

(J) The Tender Agent may execute any of its power or responsibilities hereunder and exercise any rights hereunder either directly or by or through its agents or attorneys. Nothing in this Indenture or the Tender Agency Agreement shall be deemed to impose upon the Tender Agent any duty to qualify to do business or to act as fiduciary or otherwise in any jurisdiction other than the State of New York.

Article X.

Supplemental Indentures.

Section 1001. Supplemental Indentures And Amendments Note Requiring Consent Of Noteholders.

Subject to Section 1003 hereof, the City and the Trustee may without the consent of, or notice to, any of the Noteholders enter into any indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(A) 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 that are not contrary to or inconsistent with this Indenture as theretofore in effect;

(B) to grant to or confer or impose upon the Trustee for the benefit of the Noteholders any additional rights, remedies, powers, authority or security that may lawfully be granted, conferred or imposed and that are not contrary to or inconsistent with this Indenture as theretofore in effect;

(C) to cure any ambiguity or omission in or to cure, correct or supplement any defective provision of this Indenture or otherwise to amend or supplement this Indenture in such manner as shall not impair the security hereof or adversely affect the Noteholders;

(D) to evidence the appointment of a separate Trustee or a co-trustee, authenticating agent or co-bond registrar or to evidence the succession of a new Trustee hereunder;

(E) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;

(F) to subject to this Indenture additional revenues, properties or collateral;

(G) to provide for a paying agent in addition to the Trustee; and

(H) to make any other change that shall not be to the prejudice of the Noteholders or the Trustee.

Section 1002. Supplemental Indentures Requiring Consent Of Noteholders.

(A) Exclusive of supplemental indentures covered by Section 1001 hereof and subject to the terms and provisions contained in this Section 1002, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Notes then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental hereto for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture; provided that nothing contained in this Section shall permit or be construed as permitting (a) an extension of the maturity date of the principal or Purchase Price of or the interest on any Note issued hereunder, or (b) a reduction in the principal amount or Purchase Price of any Note, the rate of interest thereon or the amount of any premium payable on the redemption thereof, or (c) a privilege

or priority of any Note or Notes over any other Note or Notes, or (d) a reduction in the aggregate principal amount of the Notes required for consent to such supplemental indenture.

(B) If at any time the City shall request the Trustee to enter into any such supplemental indenture for any of the purposes allowed by this Section, the Trustee shall, at the request of the City and upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed in substantially the manner provided in Section 603 hereof with respect to redemption of Notes. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Noteholders. If, within sixty (60) days or such longer period of time as shall be prescribed by the City following the mailing of such notice, the Owners of a majority in aggregate principal amount of the Notes outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Note shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. The City shall have the right to extend from time to time the period within which such consent and approval may be obtained from Noteholders. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee may receive an opinion of Counsel that such supplemental indenture entered into by the City and the Trustee complies with the provisions of this Article X and is enforceable in accordance with its terms, and the Trustee may rely upon such opinion. The City or the Trustee may provide a record date for the purpose of determining the identity of Noteholders entitled to deliver such consents.

Section 1003. Consents To Supplemental Indentures.

(A) Anything herein to the contrary notwithstanding, a supplemental indenture under this Article X that affects any rights or obligations of any Credit Provider shall not become effective unless and until the City shall have consented to the execution and delivery of such supplemental indenture. Such Credit Provider shall be given prior written notice of the proposed execution and delivery of any supplemental indenture whether or not its rights or obligations are affected. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to any affected Credit Provider at least fifteen (15) days before the date of mailing of notice of the proposed execution

of such supplemental indenture as hereinbefore in Section 1002 provided. Such Credit Provider shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive at its principal corporate trust office a letter of protest or objection thereto signed by or on behalf of such Credit Provider on or before 4:30 o'clock P.M., Chicago time, on the fifteenth day after the mailing of said notice and a copy of the proposed supplemental indenture.

(B) The Trustee may, but shall not be obligated to, enter into any supplemental indenture that affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Article XI.

Discharge Of Indenture.

Section 1101. Discharge Of Lien Of Indenture.

(A) If the City shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Owners of all the Notes of the principal or redemption price (including any premium) of and interest due or to become due on the Notes at the times and in the manner stipulated therein, and if the City shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof to the extent provided herein, and if the Trustee shall be furnished with an opinion of Counsel to the effect that all conditions precedent to the satisfaction and discharge of this Indenture have been fulfilled, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the City such instruments in writing as shall be requisite to cancel and discharge the lien of this Indenture, and reconvey, release, assign and deliver unto the City any and all the estate, right, title and interest in and to any and all property conveyed, assigned or pledged to the Trustee or otherwise subject to this Indenture, except for amounts required to be paid to the City under Section 413 hereof, which shall be so paid, and except for moneys or securities held by said Trustee for the payment of the principal of and interest on the Notes.

(B) Any Note shall be deemed to be paid within the meanings of this Article when (i) payment of the principal or redemption price of such Note, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), shall have been or caused to be made in accordance with the terms thereof, and (ii) all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Notes with respect to which such

deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such time as a Note shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys.

(C) Anything in Article XI hereof to the contrary notwithstanding, if moneys have been deposited or set aside with the Trustee pursuant to this Article for the payment of Notes and the interest thereon and such notes and the interest thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of each of the Notes affected thereby.

(D) Notwithstanding the foregoing, those provisions relating to the maturity of Notes, interest payments and dates thereof, and the dates and notice requirements for optional and mandatory redemption and the Trustee's remedies with respect thereto, and provisions relating to exchange, transfer and registration of Notes, replacement of mutilated, destroyed, lost, stolen or undelivered Notes, the safekeeping and cancellation of Notes, non-presentment of Notes, the holding of moneys in trust, and repayments to the City from any Funds pursuant to Section 411 hereof and the duties of the Trustee in connection with all of the foregoing and the fees, expenses and indemnities of the Trustee, shall remain in effect and shall be binding upon the Trustee, the City, and the Noteholders notwithstanding the release and discharge of the lien of this Indenture.

Article XII.

Miscellaneous.

Section 1201. Consents, Et Cetera Of Noteholders.

(A) Any consent, approval, direction or other instrument required by this Indenture to be signed and executed by the Noteholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Noteholders in Person or by agent appointed in writing. Proof of the execution of any such consent, approval, direction or other instrument or of the writing appointing any such agent, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument or writing may be proved by the certificate of any officer in

any jurisdiction who by law has power to take acknowledgements within such jurisdiction that the Person signing such instrument or writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution or in any other manner satisfactory to the Trustee; and

(ii) assigned to its corporate trust department, shall be disregarded and deemed not to be Outstanding hereunder for the purpose of any such determination unless all Notes are owned by the City or any affiliate thereof, in which case such Notes shall be considered Outstanding for the purpose of such determination. Notwithstanding the foregoing, Notes so owned that have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not the City or any affiliate of the City.

(B) Any such consent, approval, direction or other instrument shall be binding upon the Owner of the Note giving such consent and, anything in this Section 1201 to the contrary notwithstanding, upon any subsequent Owner of such Note and of any Note issued in exchange therefor or on registration of transfer thereof (whether or not such subsequent Owner thereof has notice thereof), unless such consent, approval, direction or other instrument is revoked in writing by the Owner of such Note giving such consent or by a subsequent Owner thereof by filing with the Trustee, before the taking by the Trustee of any action on the basis of such consent, approval, direction or other instrument, such revocation. At any time after the Owners of the required percentage of Notes shall have filed their consents to any action permitted hereby to be taken by the Owners of such percentage of Notes, the Trustee shall make and file with the City a written statement that the Owners of such required percentage of Notes have filed such consents. Such written statements shall be conclusive evidence that such consents have been so filed.

Section 1202. Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Notes is intended or shall be construed to give to any Person other than the parties hereto, and the Owners of the Notes any legal or equitable right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto, and the Owners of the Notes as herein provided.

Section 1203. Severability.

If any provision of this Indenture shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections contained in this Indenture shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1204. Notices.

Except as otherwise provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given to the parties required hereunder to receive such notice, certificate or communication when mailed by registered or certified mail, postage prepaid, addressed as follows (provided that notices hereunder to the Trustee shall be effective when received by the Trustee):

If To The City:

City of Chicago
Office of Comptroller
Room 501, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Attention: City Comptroller

With A Copy To:

City of Chicago
Department of Aviation
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

Attention: Commissioner of the
Department of Aviation

If To The Trustee:

If by reason of the suspension of mail service, it shall be impracticable to give notice by mail of any event to the Owners of any Notes or to the City when such notice is required to be given to any provisions of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be sufficient giving of notice.

Section 1205. Holidays.

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 is not 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, but interest shall accrue for the period after such date.

Section 1206. Counterparts.

This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1207. Applicable Law.

This Indenture shall be governed exclusively by and construed in accordance with the laws of the State applicable to contracts made and to be performed in the State.

Section 1208. Immunity Of Officers, Employees, Agents And Members Of Governing Body Of City.

No recourse shall be had for the enforcement of any obligation, promise or agreement of the City contained in this Indenture or in any Note issued hereunder for any claim based thereon or otherwise in respect thereof, against any officer, employee or agent, or member of the Governing Body, as such, in his individual capacity, past, present or future, of the City or of any successor thereto, either directly or through the City or any successor thereto, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it

being expressly agreed and understood that the Indenture and the Notes are solely corporate obligations, and that no Personal liability whatsoever shall attach to, or be incurred by any officer, employee or agent, or member of the Governing Body as such, past, present or future, of the City or any successor thereto, either directly or through the City or any successor thereto, under or by reason of any obligations, promises or agreements entered into by the City as being supplemental hereto, and that all Personal liability of that character against every such officer, employee or agent, or member of the Governing Body, of the City is, by the execution of this Indenture, and as a condition, of, and as part of the consideration for, the execution of this Indenture, expressly waived and released.

Section 1209. Captions.

The captions or headings in this Indenture are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Indenture.

[Remainder of page intentionally left blank.]

In Witness Whereof, The City has caused these presents to be signed in its name and behalf by its City Comptroller and its corporate seal to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created the Trustee has caused these presents to be signed in its name and behalf by one of its Vice Presidents and attested by one of its Assistant Secretaries, all as of the [first day of July], 1991.

City of Chicago

By: _____
City Comptroller

(Seal)

Attest:

City Clerk

, as Trustee

By: _____

Attest:

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH MR. JOHN M. CLARK, JR., MS. PEARL
CLARK AND REGGIO'S PIZZERIA I, INC., UNDER
BANK PARTICIPATION LOAN PROGRAM
FOR EQUIPMENT PURCHASE
AND WORKING CAPITAL.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with John Clark and Pearl Clark and Reggio's Pizzeria I, Inc., in the amount of \$500,000, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development ("D.E.D.") of the City of Chicago ("City") has as its primary purpose the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, The City Council of the City previously reviewed and approved a D.E.D. initiative entitled the Bank Participation Loan Program (Journal of the Proceedings of the City Council of the City of Chicago, Illinois, July 31, 1990 and amended October 31, 1990); and

WHEREAS, The Bank Participation Loan Program requires City Council approval for those participations in which the City's share exceeds \$150,000; and

WHEREAS, John M. Clark, Jr. and Pearl Clark, individually ("Borrower I"), and Reggio's Pizzeria I, Inc., an Illinois corporation ("Borrower II"), have requested that D.E.D. approve the purchase of a participation interest in the amount of \$194,000 and \$306,000, respectively, of loans ("Loan A" and "Loan B," respectively), totaling \$430,000 and \$613,000, respectively, from Independence Bank of Chicago ("Bank"), Loan A to be used to acquire and rehabilitate a building, and Loan B to be used to purchase machinery and equipment and provide working capital which together will result in the creation of an estimated total of 50 new permanent job opportunities of which 26 will be for low- and moderate-income persons residing in the City; and

WHEREAS, The Bank Participation Loan Review Committee has approved the application of Borrower I and Borrower II; now, therefore,

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

SECTION 1. The above recitals are incorporated herein by reference.

SECTION 2. The Commissioner of D.E.D. is authorized to execute, subject to review by the Corporation Counsel, Certificates of Participation with the Bank pursuant to which the City will purchase a participation interest in the amount of \$194,000 and \$306,000, respectively, with respect to the Bank loans.

SECTION 3. The Commissioner of D.E.D. is further authorized to enter into and execute, subject to review by the Corporation Counsel, such other documents as may be necessary and proper to implement the terms and conditions of the Bank Participation Loan Program with respect to Borrower I and Borrower II.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH HAWTHORN REALTY GROUP UNDER
COMMUNITY DEVELOPMENT BLOCK GRANT FLOAT
LOAN PROGRAM FOR REDEVELOPMENT OF
PROPERTY AT 2550 WEST 35TH
STREET FOR USE AS
INDUSTRIAL
PARK.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with the Hawthorn Realty Group for the property located at 2550 West 35th Street, in an amount not to exceed \$3,000,000, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

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

WHEREAS, The Department of Economic Development ("D.E.D.") of the City has as its primary purpose the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, The City Council of the City has authorized funding for a minimum of two rounds of C.D.B.G. Float Loan Program competitions from C.D.B.G. Year XVII funds; and

WHEREAS, Hawthorn Realty Group, a Delaware corporation authorized to do business in Illinois (the "Borrower"), has made an application to D.E.D. to borrow funds under the C.D.B.G. Float Loan Program to provide assistance in the demolition and related site preparation of a 1.3 million square feet vacant industrial facility located at 2550 West 35th Street and the redevelopment of 31 acres for an industrial park; and

WHEREAS, The C.D.B.G. Float Loan Committee has approved the Borrower's loan application up to \$3,000,000 subject to certain conditions; now, therefore,

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

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

SECTION 2. The Commissioner of D.E.D. is hereby authorized to enter into and execute, subject to review by the Corporation Counsel, a loan agreement (the "Agreement") pursuant to which the City will make a loan to the Borrower in accordance with the terms and conditions stated in Exhibit A attached hereto and incorporated herein.

SECTION 3. The Commissioner of D.E.D. is further authorized to execute, subject to review by the Corporation Counsel, such other instrument and documents as may be required to implement the terms and conditions of the Agreement.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

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

Exhibit "A".

Applicant:	Hawthorn Realty Group.
Address:	10275 West Higgins Road Suite 200 Rosemont, Illinois 60018.
Loan Program:	C.D.B.G. Float Loan.
Amount:	\$3,000,000.
Term:	24 months.
Collateral:	Letter of Credit issued by Merchandise National Bank and/or its holding company, EdgeMark Financial Corporation 100% collateralized by U. S. Treasuries (or a bank meeting C.D.B.G. Float Loan Program requirements, without collateralization and acceptable to the City). Letter of Credit shall be irrevocable and unconditional in the form of a direct or standby letter of credit (at the City's discretion), subject to approval by the Corporation Counsel and shall be provided in the amount of the principal of the C.D.B.G. Float Loan plus interest.
Purpose:	To provide assistance for the demolition of 1.3 million square feet vacant industrial facility and related site preparation and other costs for the redevelopment into a 31-acre industrial park.
Conditions:	(1) Approval by City Council of a Redevelopment Plan for the area pursuant to the Tax Increment Allocation Redevelopment Act, Ill. Rev. Stat. Ch. 24, Par. 11-74.4-4, as amended.

(2) Designation by City Council of the area as a redevelopment project area pursuant to the Tax Increment Allocation Redevelopment Act, Ill. Rev. Stat. Ch. 24, Par. 11-74.4-4, as amended.

(3) Adoption by City Council of tax increment financing for the area pursuant to the Tax Increment Allocation Redevelopment Act, Ill. Rev. Stat. Ch. 24, Par. 11-74.4-8, as amended.

(4) Equity investment of no less than \$3.6 Million by applicant.

(5) Addition of Joseph Beale as co-maker, guarantor or surety on the note.

AUTHORIZATION FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH JACKSON TERRACE
LIMITED PARTNERSHIP UNDER MULTI-UNIT
REHABILITATION ASSISTANCE PROGRAM
FOR REHABILITATION OF PROPERTY
AT 4900 -- 4910 WEST JACKSON
BOULEVARD.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement between the City of Chicago and Jackson Terrace Limited Partnership for the rehabilitation of property located at 4900 -- 4910 West Jackson Boulevard, in an amount not to exceed \$407,877, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

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"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has programmed \$9,500,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("Multi-Program") in Program Year XVII, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Jackson Terrace Limited Partnership ("Borrower"), in an amount not to exceed \$407,877 ("Loan"), to be funded from Multi-Program Year XVII funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown on Exhibit A, the Commissioner of D.O.H. is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments as are required or necessary to implement the Loan and the terms and program objectives of the Multi-Program and, upon the execution and receipt of proper documentation, to disburse the proceeds of the Loan to the Borrower.

SECTION 3. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower:	Jackson Terrace Limited Partnership ("Borrower"), an Illinois limited partnership with City Lands Corp. as managing general partner and H.I.C.A. Inc., as co-general partner (the "General Partners") and Chicago Equity Fund 1990 Partnership and others to be named as the limited partner(s) with the approval of the City.
Project:	Rehabilitation of a building located at 4900 -- 4910 West Jackson Boulevard ("Property") consisting of 29 dwelling units contained therein as 21 two- and eight one-bedroom units for low- and moderate-income families.
Loan:	Source: Multi-Program Year XVII. Amount: Not to exceed \$407,877.

Term: 15 years from the Payment Date as defined below.

Interest: 1% per annum.

Repayment: A monthly payment of interest only in the amount of \$339.90, with a balloon payment of all unpaid principal plus accrued interest thereon due at the end of the term. Payments will begin on the earlier of (a) the first day of the eighth month following full disbursement of the Loan or (b) one year after the Loan closing date ("Payment Date").

Security: Non-recourse loan; second mortgage on the Property.

Additional
Financing:

1. Amount: \$442,500 loan.

Term: 16 years

Source: Community Investment Corporation.

Interest: Construction period: prime rate plus 2% with no maximum.

Permanent financing: adjustable rate; not to exceed 15%; subject to adjustment every three years based on the published yield for three-year treasury notes plus 2.5%; first adjustment effective 1994; maximum period adjustment is 2% from prior interest rate; cap at 5% of initial interest rate; subject to an interest subsidy of .5%.

Security: Non-recourse loan; first mortgage on the Property.

2. Amount: \$457,771 loan.

Term: 25 years.

Source: Illinois Affordable Housing Trust Fund.

Interest: 1%.

Security: Non-recourse loan; third mortgage on the Property.

3. Low-Income
Housing Tax
Credit
("L.I.H.T.C.")

Amount: \$908,111.

Source: To be derived from the syndication of \$224,426 L.I.H.T.C. reservation by I.H.D.A.

Total Project Costs: \$2,216,259.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH JAMES K. O'NEAL AND E. DAWN
GRIFFIN O'NEAL UNDER MULTI-UNIT REHABILITATION
ASSISTANCE PROGRAM FOR REHABILITATION
OF PROPERTIES AT 3714 AND 3718
SOUTH INDIANA AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement between the City of

Chicago and James K. O'Neal and E. Dawn Griffin O'Neal for the properties located at 3714 South Indiana Avenue and 3718 South Indiana Avenue, in the amount of \$418,000, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

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"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has programmed \$9,500,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("Multi-Program") in Program Year XVII, wherein acquisition and rehabilitation loans are made available to owners of rental

properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

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

WHEREAS, The United States Department of Housing and Urban Development approved an allocation of \$1,212,770 of Rental Rehabilitation Program grant funds to the City for Program Year VI (1990); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of two loans to James K. O'Neal and E. Dawn Griffin O'Neal ("Borrower"), the aggregate amount of said loans not to exceed \$418,000 ("Loans"), of which \$360,000 shall be funded from Multi-Program Year XVII funds and \$58,000 shall be funded from Rental Rehabilitation Year VI funds pursuant to the terms and conditions set forth in Exhibit A and Exhibit B, respectively, attached hereto and made a part hereof; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown on Exhibit A and Exhibit B, respectively, the Commissioner of D.O.H. is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments as are required or necessary to implement the Loans and the terms and program objectives of the Multi-Program and Rental Rehabilitation Program and, upon the execution and receipt of proper documentation, to disburse the proceeds of the Loans to the Borrower.

SECTION 3. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: James K. O'Neal and E. Dawn Griffin O'Neal ("Borrower").

Project: Rehabilitation of a building located at 3718 -- 3720 South Indiana Avenue ("Property") containing six three-bedroom dwelling units for low- and moderate-income families.

Loan:

Source: Multi-Program Year XVII.

Amount: Not to exceed \$180,000.

Source: Rental Rehabilitation Year VI.

Amount: Not to exceed \$28,000.

Term: 12 years from the Payment Date as defined below.

Interest: 1% per annum.

Repayment: A monthly principal and interest payment of \$525.94 based upon a 40-year amortization schedule, with a balloon payment of all unpaid principal plus accrued interest thereon due at the end of the term. Payments will begin on the earlier of (a) the first day of the sixth month following full disbursement of the Loan or (b) one year after the Loan closing date ("Payment Date").

Security: Recourse loan; second mortgage on the Property.

Additional
Financing:

1. Amount: \$100,000 loan.
- Term: 12 years.
- Source: Community Investment Corporation.

Interest: Adjustable rate mortgage not to exceed 13% per annum, subject to adjustment every three years based on the published yield for three-year Treasury Notes plus 2.5%; first adjustment effective 1994; maximum period adjustment is 2% from prior interest rate; maximum overall adjustment 5% from initial rate.

Security: First mortgage on the Property.

2. Equity

Amount: \$34,000.

Source: Borrower.

Total Project Costs: \$342,000.

Exhibit "B".

Borrower: James K. O'Neal and E. Dawn Griffin O'Neal ("Borrower").

Project: Rehabilitation of a building located at 3714 -- 3716 South Indiana Avenue ("Property") containing six three-bedroom dwelling units for low- and moderate-income families.

Loan: Source: Multi-Program Year XVII.

Amount: Not to exceed \$180,000.

Source: Rental Rehabilitation Year VI.

Amount: Not to exceed \$30,000.

Term: 12 years from the Payment Date as defined below.

Interest: 1% per annum.

Repayment: A monthly principal and interest payment of \$531.00 based upon a 40-year amortization schedule, with a balloon payment of all unpaid principal plus accrued interest thereon due at the end of the term. Payments will begin on the earlier of (a) the first day of the sixth month following full disbursement of the Loan or (b) one year after the Loan closing date ("Payment Date").

Security: Recourse loan; second mortgage on the Property.

Additional
Financing:

1. Amount: \$100,000 loan.

Term: 12 years.

Source: Community Investment Corporation.

Interest: Adjustable rate mortgage not to exceed 13% per annum, subject to adjustment every three years based on the published yield for three-year Treasury Notes plus 2.5%; first adjustment effective 1994; maximum period adjustment is 2% from prior interest rate; maximum overall adjustment 5% from initial rate.

Security: First mortgage on the Property.

2. Equity

Amount: \$35,000.

Source: Borrower.

Total Project Costs: \$345,000.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
APPLICATION AGREEMENT BETWEEN COOK COUNTY
SHERIFF'S OFFICE AND CHICAGO DEPARTMENT
OF LAW TO DEPUTIZE CERTAIN
DEPARTMENT OF LAW
INVESTIGATORS.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the Cook County Sheriff's Office and the Chicago Department of Law to deputize certain Law Department investigators, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City's Department of Law wishes to enter into an intergovernmental agreement with the Cook County Sheriff's Office to provide for the deputization of certain of the Department of Law investigators; and

WHEREAS, Deputized Department of Law investigators will be enabled to serve process for the Cook County Sheriff's Office; now, therefore,

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

SECTION 1. The Corporation Counsel is authorized to execute from time to time Applications for Government Agency Deputization ("Applications") between the City and the Cook County Sheriff's Office; said Applications to be substantially in the form as attached.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

Application attached to this ordinance reads as follows:

Application Number _____

Cook County Sheriff's Office

Application For Government Agency Deputization.

☐ New Application ☐ Annual Renewal

All information contained in or connected with this application will be considered personal and confidential and will only be used in conjunction with possible commission of the applicant as a deputy sheriff. Appointment of the applicant does not confer any rights of employment or merit tenure with the Sheriff's Office as an employee of that office.

This application must be completed for each employee for whom government agency deputization is requested. Missing or false information will result in rejection.

All applicants must comply with the standards and statutory requirements of Public Act 79-720 and 79-652 as outlined in the Police Training Act (Illinois Revised Statutes, Chapter 85, Section 501, et seq.).

Government Agency Requirements/Agreement.

- (1) The requesting agency must provide evidence that it is certified as a "local government agency" as defined in the Police Training Act.
- (2) The sponsoring agency must, within 24-hours, report to the Sheriff's Office, any arrest and/or conviction of their employee who has been deputized at their request.
- (3) If the employee departs from service with the sponsoring agency for any reason (including leave of absence, medical leave or disability leave in excess of 30 days), the agency must recover the credentials issued by the Sheriff's Office and return same within the next regular business day.
- (4) The sponsoring agency is responsible for the deputy sheriff credentials, including the reimbursement for repair and/or replacement costs of lost or stolen items.
- (5) Lost or stolen credentials must be reported to the local law enforcement agency in whose jurisdiction the loss occurred. A copy of the police report must be furnished to the Sheriff's Office. The Sheriff's Office must be notified, within 24 hours, in writing, of any loss.
- (6) The sponsoring agency must, within 24 hours, report to the Sheriff's Office any arrest and/or conviction of an employee who has been deputized at their request.
- (7) The sponsoring agency must immediately report to the Sheriff's Office any incident or public complaint against their employee which involves the deputization of their employee, or actions attempted or taken by the employee, which are directly, or indirectly, related to their employee's deputy sheriff status or the public trust.
- (8) Deputized personnel will not be allowed to carry weapons while off-duty or outside their normal duty hours (while they are not performing the official duties for which the agency requested deputization) except in transit to and from their place of employment via the most direct route. Any violation of this policy will result in cancellation of deputy status.
- (9) If the employee is not a full-time peace officer currently employed by a law enforcement agency, the applicant must, at the request of the Sheriff's Office, periodically demonstrate his/her proficiency in the use of the registered firearm and knowledge of the laws pertinent to the use of deadly

force. Ammunition for this purpose must be furnished by the agency or the applicant.

(10) If deputization is approved with permission to carry a firearm while on duty, the applicant will be limited to the choice of weapons currently approved for use by deputy sheriff personnel employed by the Sheriff's Office.

(11) The Sheriff's Office must be notified by the sponsoring agency, in writing, of any change in name, address, weapon, or other information contained in this application, within 48 hours of occurrence.

(12) The sponsoring agency must guarantee payment to the Sheriff's Office of the statutory bonding premiums upon the approval of the application and must reimburse the Office for any renewal premiums.

(13) Identification cards will only be renewed if requested by the sponsoring agency on their letterhead stationery. Requests must be signed by the elected official and/or the head of the department requesting same.

(14) The sponsoring agency must agree to indemnify and hold harmless the Sheriff of Cook County for any acts or omissions by the sponsoring agency or the applicant who, at their request, may be commissioned as a deputy sheriff of Cook County.

Application Number _____

(Print Or Type Only)

Requesting Agency/Department

City of Chicago -- Department of Law, Investigation Division.

Address

180 North LaSalle Street -- Suite 3100.

Agency Head/Elected Official

Kelly R. Welsh, Corporation Counsel.

Phone

744-0200

Department Head

Lawrence M. Nitsche, Director.

Phone

744-1882

Applicant's Name

Date of Birth

Home Address

Home Phone

City

State

Zip Code

Social Security Number

Driver's License Number

Applicant's Position Title

Date of Employment

Employee Number

Badge Number

Justification For Deputization Request (Agency Must Provide Detailed Reason For Need For Deputy Status For Applicant):

The above named Investigator serves Court Issued Summonses on Named Defendants to bring them under the jurisdiction of the court.

Application Number _____

Job Description And Duties To Be Performed By Applicant:

Investigator shall under General Supervision, Investigate, Locate and Serve Summonses on Named Defendants. Conduct Background Surveillance Investigations on Selected Cases and execute Body Attachments when so ordered by the courts.

List And Describe The Ordinances And/Or Statutes That The Applicant Will Be Required To Enforce On Behalf Of Your Agency:

The Division of Investigations serves as an adjunct to the enforcement activities undertaken by the Department of Law.

The principal areas of enforcement under the municipal code are: the Chicago Building Code, Chapters 13-12 through 14-72; Fire Prevention, Chapters 15-4, 15-24 and 15-28; Lead Paint Abatement, Chapter 7-4; and Zoning, Chapter 194C.

Application Number _____

Firearms Section.

If The Applicant Will Be Required To Carry A Firearm (While On-Duty Only), Provide A Detailed Justification For Need:

Firearm Serial Number _____ Make/Manufacturer _____

Type: ____ Revolver ____ Semi-Auto Pistol Barrel Length ____

Model: _____ Caliber _____

Firearms Owner's Identification Card Number Expires _____
(Attach Photocopy)Chicago Residents Only: Chicago Gun Expires _____
Registration Number (Attach Photocopy)

Have You Ever Been Convicted Of A Crime Under The Laws Of This State Or Any Other Jurisdiction, Or While In The Military Service, Been Convicted By A General Court Martial, Or Are You Now Involved In Any Pending Charges (You May Omit, (1) Traffic Violations For Which You Paid A Fine Of \$100 Or Less; (2) Any Offense Committed Before Your 18th Birthday Which Was Adjudicated In A Juvenile Court Or Under Youth Offender Statutes Or Ordinances). _____ Yes _____ No

If Yes, Give Details Below. Show Date, Charge, Place, Court Finding And Case Disposition: _____

Are You Now, Or Have You Ever Been Addicted To Narcotics Or Prescription Drugs? _____ Yes _____ No

Have You Ever Been A Patient In A Mental Institution Within The Past 3 Years? _____ Yes _____ No

Application Number _____

Law Enforcement Training/Qualifications.

The following information is necessary to fulfill the statutory requirements outlined in the Police Training Act. Disclosure of this information is Mandatory. The applicant must meet one or more of the following requirements which are subject to review by the Illinois Local Government Law Enforcement Officers Training Board. Deputy sheriff status will not be granted until the Board provides written confirmation that a waiver has been granted. Denial by the Board will require completion of a Minimum Standards Basic Course at a Board certified academy prior to deputization.

Waiver Request Based Upon: (Check Appropriate Box Or Boxes)

[] Applicant has successfully completed the Illinois Basic Recruit Course prescribed by the Board (400 hours) during the period _____ through _____ while a member of the _____

(Attach copy of certificate)

- [] Applicant has successfully completed a basic training program of similar content and number of hours found acceptable by the Board. (Attach copy of certificate)
- [] Applicant has extensive prior law enforcement experience which makes the basic training requirements illogical or unreasonable. (Attach a summary of prior experience giving dates of employment, department employed by, work assignments, hours per week and length of service)
- [] Applicant has successfully completed the 40-hour Illinois Mandatory Firearms Training Course per statutory requirement. (Attach copy of certificate)
- [] Applicant has successfully completed other nonbasic law enforcement training and education. (Attach copies of training certificates and college grade transcripts)
- [] Applicant has successfully completed the 32-hour Law for Police Course. This course is given at intermittent times by the Police Training Institute in Champaign, Illinois. (Attach copy of certificate)

Education Level: (Circle Number Of Years Completed And Degree Earned)

Number Of Years Completed: 8 9 10 11 12 13 14 15 16 Over 16

Degree: Associate Bachelors Masters LL.B. J.D. PH.D.

Application Number _____

Certification.

I certify that the information contained in this application is true and correct to the best of my knowledge and acknowledge that falsification of this

application will be grounds for disqualification. I agree that I will undergo a pre-appointment fingerprint and criminal history investigation, in addition to a background investigation, for the purpose of determining the accuracy of the information provided herein. I hereby authorize the Sheriff or his designee to obtain verification of all of the information provided herein and release all sources from any liability or damage of whatsoever nature, as a result of furnishing confirmation of the information requested in this application.

I have read, understand and agree to all the provisions contained in this application. Any misrepresentation in this application will be sufficient cause for rejection of this application or cancellation of any appointment made by the Sheriff's Office.

Applicant's Signature

Date

The undersigned agrees to indemnify and hold harmless the Sheriff of Cook County for any acts or omissions by the applicant, who at our request, may be commissioned as a Deputy Sheriff.

Signature Of Elected Official

Date

Signature Of Department Head

Date

Application Number _____

Sheriff's Office Use Only.

Fingerprinted

Date

By: _____

Fingerprints Returned By State

[] Yes

Date

Reviewed		Date
By:	_____	_____
Criminal History Requested	☐ Yes	Date
By:	_____	_____
C.H.I. Report Received	☐ Yes	Date
By:	_____	_____
C.H.I. Reviewed		Date
By:	_____	_____
Training Certificate(s) Copy OK ☐	Chgo. Gun Regist. Copy OK ☐	F.O.I. Card Copy OK ☐
Weapons Qualification Approved		Date
By:	_____	_____
Weapons/Legal Examination Passed	☐ Yes ☐ No	Date
By:	_____	_____
Form "E" Submitted To Training Board	☐ Yes	Date
Waiver Form Submitted To Training Board	☐ Yes	Date
By:	_____	_____
Waiver Approved By Training Board	☐ Yes ☐ No	Date Received

Approved For Deputization

Date

By: _____

☐ I.D. Only ☐ I.D. And Star

Expires

Star Number _____

Approved: Government Deputization Committee

Date

By: _____

Approved: Director Of Personnel

Date

By: _____

Approved: Sheriff Of Cook County

Date

By: _____

AUTHORIZATION FOR CORPORATION COUNSEL TO
ENTER INTO AND EXECUTE SPECIFIED
SETTLEMENT AGREEMENTS.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two orders authorizing the Corporation Counsel to enter into and execute settlement agreements in the following cases:

Joseph Pizza v. City of Chicago, 84 L 16480 for the amount of \$140,000;
and

Annie McBeath v. City of Chicago and Queen Ester Weems, 88 L 12436
for the amount of \$160,000,

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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele,
Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones,
Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon,
E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles,
Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar,
Schulter, M. Smith, Moore, Stone -- 45.

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):

Joseph Pizza V. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed
to enter into and execute a settlement agreement in the following matter:
Joseph Pizza v. City of Chicago, 84 L 16480, in the amount of \$140,000.

Annie McBeath V. City Of Chicago And Queen Ester Weems.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Annie McBeath v. City of Chicago and Queen Ester Weems*, 88 L 12436, in the amount of \$160,000.

AUTHORIZATION FOR EXECUTION OF CITY/STATE PROJECT
AGREEMENT FOR RIGHT-OF-WAY ACQUISITION
ASSOCIATED WITH PROPOSED ROCK ISLAND
RAILROAD PARK-AND-RIDE LOT AT
SOUTHEAST CORNER OF WEST
95TH STREET AND SOUTH
LONGWOOD DRIVE.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement for the acquisition of the right-of-way associated with the proposed Rock Island Park-and-Ride Lot at the southeast corner of the intersection of West 95th Street and South Longwood Drive, in the amount of \$550,000, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for acquisition of right-of-way associated with the proposed Rock Island Railroad Park-and-Ride Lot at the southeast corner of the intersection of 95th Street and Longwood Drive described therein, said agreement to be substantially in the following form:

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

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

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

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

*City/State Project Agreement**For Right-Of-Way Acquisition.*

Proposed Rock Island Railroad Park-And-Ride Lot At The
Southeast Corner Of The Intersection Of
95th Street (F.A.P. 29) And
Longwood Drive.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient
movement of vehicular and pedestrian traffic, find it necessary to construct a
park-and-ride lot at the southeast corner of the intersection of 95th Street
and Longwood Drive, in association with the Rock Island Railroad, said lot
hereinafter referred to as the "Project" and identified in paragraph 11 of this
Agreement; and

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

Whereas, Certain funds have been set aside for the Project under Section
149 Subsection 30 of the Federal-Aid Highway Act of 1987; and

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and the Section 1 Line Item of that Memorandum of Understanding which provides \$48,000,000 in State Matching funds for Federal-Aid Urban and Interstate Transfer projects in the City is the basis for the State funds provided under this Agreement; and

Whereas, Under the federal regulations, certain written Agreements for the Project may be required.

The State Hereby Agrees:

1. To reimburse the City 100% for the non-federal (State) and federal shares of the costs incurred in connection with the acquisition of right-of-way for the Project, as hereinafter provided in numbered paragraph 7, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

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

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

5. To finance the right-of-way acquisition pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs.
6. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties thereto.

The Parties Hereto Mutually Agree:

7. That the estimated costs of the right-of-way acquisition for the Project is \$550,000 and that based upon the current ratio of federal to non-federal (State) funds for Federal Demonstration projects, the proportional participation for the right-of-way acquisition will be:

Federal-Aid Share (Demonstration Funds)	
(80% of \$550,000)	\$440,000
Non-Federal Share (State)	
(20% of \$550,000)	<u>110,000</u>
TOTAL:	\$550,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share (State)) shall be limited to a maximum of \$110,000 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

8. That the City shall be responsible for 100% of any right-of-way acquisition costs not eligible for federal or State participation.
9. That standard federal-aid procedures and requirements shall apply to all phases of this Project.

10. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not increase the total cost of right-of-way acquisition for the Project (\$550,000) as authorized by the City Council.
11. That all prior Agreements, or portions thereof, between the City and the State which refer to the right-of-way acquisition for the Project are null and void as of the date of this Agreement.

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

The Local Agency certifies to the best of its knowledge and belief its officials:*

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

- (4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- (5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);
- (6) are not in default on an educational loan as provided in Public Act 85-827;
- (7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

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

Executed by the City of Chicago
this ____ day of _____, ____.

The City of Chicago,
a municipal corporation

Attest:

City Clerk

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public
Works

Executed by the State of Illinois
this ____ day of _____, _____.

By: _____
Director of Highways,
Illinois Department of
Transportation

Minority Business Enterprises Provisions attached to this Agreement read as follows:

Minority Business Enterprises Provisions.

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

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

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

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

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

AMENDMENT OF TITLE 4, CHAPTER 316, SECTION
250 OF MUNICIPAL CODE OF CHICAGO BY
CLARIFYING DEFINITIONS OF
CIGARETTE VENDING
MACHINES AND
TAVERNS.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapter 4-316 of the Municipal Code of the City of Chicago concerning cigarette vending machines, 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 Mazola, Preckwinkle, Bloom, Steele, Beavers, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- Aldermen Tillman, Shaw -- 2.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-316-250 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-316-250. Definitions.

"Cigarette Vending Machine" means any mechanical, [container or device used or intended to be used for retail sale of] *electronic or other similar device that dispenses* cigarettes, cigarette papers or wrappers, [the operation of which is governed or controlled by the deposit of a coin or token.] *including but not limited to any machine that dispenses such items through the use of a locking or remote control device.*

* * * * *

"Tavern" means an [establishment where alcoholic beverages are sold and served for on-site consumption and in which the service of food, if served at all, is incidental to the sale of such beverages. Service of food shall be considered incidental if the food service generates less than forty percent of total gross sales. As used herein, the term "tavern" shall not be deemed to include a bar located in a public place in which the sale of alcoholic beverages is incidental to the primary purpose of the business or establishment conducted therein, except for a bar located in a public place which offers overnight accommodations.] *enclosed place of business kept, used, maintained, advertised and held out to the public as a place that primarily serves alcoholic liquor for consumption on the premises and in which providing entertainment or the serving of food is only incidental or secondary to the sale of alcoholic beverages for immediate consumption.* Examples of [public] places of business not deemed to be taverns within the definitions of this paragraph include, but are not limited to, restaurants, catering halls, bowling alleys, billiard parlors, discotheques, theaters and arenas.

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

AUTHORIZATION TO TRANSMIT TO CITY CLERK ALL PENDING
MATTERS REFERRED TO COMMITTEE ON FINANCE
PRIOR TO JANUARY, 1991.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order stipulating that all matters introduced to the Committee on Finance prior to January 1, 1991 on which no final action has been taken shall be placed on file with the City Clerk who will transmit said matters to the sponsor, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to transmit to the City Clerk all items which were introduced into committee prior to January 1, 1991 and on which no final action has been taken.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS AND REFUND OF FEES FOR
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (April 12 and June 12, 1991) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions and refund of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Said ordinances and orders, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Edison Park Lutheran 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, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Edison Park Lutheran Church, for expansion of church parking lot on the premises known as 6626 North Oliphant Avenue.

Said lot 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.

*Hispanic Housing Corporation And Rescorp Development.
(New Homes For Chicago Program)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Hispanic Housing Corporation, a not-for-profit organization, and Rescorp Development, which have been selected to be part of the first phase of Mayor Daley's "New Homes for Chicago Program".

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

Mercy Hospital/Satellite Facility.

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, as well as any installation fees, charges and cost of water and sewer installation, notwithstanding other ordinances of the City to the contrary, to Mercy Hospital/Satellite Facility for opening of street pavement for water work and sewer construction on the premises known as 5635 South Pulaski Road.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Mount Sinai Medical Center/Schwab Rehabilitation Center.

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, as well as any installation fees, charges and cost of water and sewer installation, notwithstanding other ordinances of the City to the contrary, to Mount Sinai Medical Center/Schwab Rehabilitation Center for construction of a hospital/medical facility on the premises known as 1412 South Fairfield Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Roseland Christian School.

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, as well as any installation fees, charges and cost of water and sewer installation, notwithstanding other ordinances of the City to the contrary, to the Roseland Christian School for renovating the gymnasium on the premises known as 314 West 108th Street.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

LICENSE FEE EXEMPTIONS.

Homes.

El Valor Corporation.
(1989)

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the following institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1989:

El Valor Corporation
1859 West 21st Street.

SECTION 2. This ordinance shall be effective from and after its passage and publication.

El Valor Corporation.
(1990)

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the following institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1990:

El Valor Corporation
1859 West 21st Street.

SECTION 2. This ordinance shall be effective from and after its passage and publication.

REFUND OF FEES.

Columbus-Maryville Children's Reception Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$12,605.00 to Columbus-Maryville Children's Reception Center, 810 West Montrose Avenue, Chicago, Illinois 60640, representing payment of a building permit fee for the remodeling/repair of the East Tower/Columbus-Maryville building at 750 West Montrose Avenue.

Selfhelp Home For The Aged.

Ordered, That the City Comptroller is hereby authorized and directed to reimburse Selfhelp Home for the Aged, 908 West Argyle Street, in the amount of \$805.00 for building permit fee.

AUTHORIZATION FOR RELEASE OF ALL CITY OF CHICAGO LIENS
AND JUDGMENTS OF RECORD AGAINST PROPERTIES
LOCATED AT 136 -- 146 NORTH PARKSIDE AVENUE
AND 224 -- 228 NORTH PINE AVENUE FOR
CIRCLE CHRISTIAN DEVELOPMENT
CORPORATION.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance submitted by Alderman Burrell authorizing the waiver of a demolition lien for Circle Christian Development Corporation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has hereinbefore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low- and moderate-income; and

WHEREAS, The City has also hereinbefore found and does hereby find that there exists within the City a large number of vacant and underutilized lots often filled with litter, abandoned automobiles and other dangerous and unsightly items and vacant, abandoned or underutilized and deteriorated multiple family dwellings; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low- and moderate-income and the presence of vacant lots containing litter, abandoned autos and other dangerous and unsightly items are harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The owners of many multiple-family dwelling units and vacant lots throughout the City are seriously delinquent in the payment of property taxes, causing a serious drain on the revenues of the City; and

WHEREAS, Many of these properties have been offered for sale to the public by the County of Cook through the Tax Scavenger Sale and the City has developed a program with the County called the Tax Reactivation Program through which the City gains title to the properties and enters into agreements with local community developers to redevelop the properties as affordable housing; and

WHEREAS, Many of these properties have liens recorded against them for moneys expended by the City for demolition, receivership and other costs through the City's police power and under Sec. 271.1 of the Revenue Act of 1939, Ill. Rev. Stat., Ch. 120, Sec. 752.1, these liens must be released by the City prior to the Court issuing a tax deed to the successful bidder at the tax sale; and

WHEREAS, One community group in the Austin neighborhood, Circle Christian Development Corporation ("C.C.D.C."), has entered into an agreement with the City to acquire and rehabilitate six parcels in that neighborhood which have considerable City demolition and receivership liens recorded against them; and

WHEREAS, C.C.D.C.'s parcels are located at 136 -- 146 North Parkside Avenue and contain one apartment building and two vacant lots which C.C.D.C. will acquire through the Tax Reactivation Program initially through the City or in the instance of 224 -- 228 North Pine Avenue which Circle will acquire from another community developer who acquired the property through the Tax Reactivation Program; and

WHEREAS, C.C.D.C. intends to rehabilitate the properties for low-income rental housing for the neighborhood; and

WHEREAS, The City liens against each of the properties C.C.D.C. is acquiring through the Tax Reactivation Program are significant and beyond the ability of C.C.D.C. to pay out of its resources; and

WHEREAS, The intended uses and rehabilitation of these properties would greatly benefit the Austin neighborhood and the City of Chicago by placing these properties back into productive use; now, therefore,

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

SECTION 1. The Corporation Counsel of the City of Chicago is hereby authorized to prepare and issue releases for all City of Chicago liens and judgments of record, both presently existing and those arising prior to C.C.D.C. taking title from the City, against the properties located at 136 -- 146 North Parkside Avenue (Permanent Index Numbers 16-08-416-020, 16-

08-416-021 and 16-08-416-022); and 224 -- 228 North Pine Avenue (Permanent Index Number 16-09-308-026) in favor of the City of Chicago and Circle Christian Development Corporation by assignment (collectively referred to as the "Properties"). A list of the current outstanding liens and judgments against the Properties is attached to this ordinance as Exhibit A. The said releases shall be issued to Circle Christian Development Corporation or its designated representative or attorney for recording.

SECTION 2. The aforesaid Corporation Counsel is hereby authorized and directed to cause any actions to foreclose any of the liens against the Properties to be dismissed immediately upon issuance of the release of liens against the Properties.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

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

Exhibit "A".

Parcel Address And P.I.N.	Type Of Lien And Amount	Document Recording Number And Date
136 -- 146 North Parkside Avenue, Chicago (16-08- 416-020, 16-08-416-021 and 16-08-416-022)	Receiver's Certificate \$2,376.00	89036781, Received 1/24/89
	Receiver's Certificate \$308.00	27188775, Received 12/14/83
	Demolition Lien \$16,500.00	85079382, Received 6/27/85
224 -- 228 North Pine Avenue, Chicago (16-09- 308-626)	Claim for Lien \$3,221.29 (for delin- quent water and sewer charges)	90287824, Received 6/18/90
	Receiver's Certificate for \$325.00	88156231, Received 4/15/88

AUTHORIZATION TO WAIVE PROVISIONS REQUIRING
INSTALLATION OF GUARDRAILING ALONG
RAILROAD RIGHT-OF-WAY NEAR WEST
119TH STREET AND SOUTH
DAMEN AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order submitted by Alderman Rugai authorizing the waiver of an ordinance requiring guardrailing installation between the west side of the railroad right-of-way (Metra) at 2000 west, north of West 119th Street, running length of alley for 625 feet northerly, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to give consideration to a waiver of the ordinance requiring guardrailing installation between the west side of the railroad right-of-way (Metra) at 2000 west, north of West 119th Street, running length of alley for 625 feet northerly and the alley.

AUTHORIZATION FOR INSTALLATION OF ALLEY
LIGHT AT 5231 WEST STRONG STREET.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order introduced by Alderman Levar authorizing the installation of an alley light at 5231 West Strong Street, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 5231 West Strong Street.

AUTHORIZATION TO CANCEL WARRANTS FOR
COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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	F4-101611 (Mech. Vent.)	\$ 57.00
Belmont Evangelical Church of God 6120 West Belmont Avenue	C2-100660 (Refrig.)	136.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Catholic Archdiocese of Chicago/ Saint Bronislava Parish 8708 South Colfax Avenue	B1-104222 (Bldg.)	\$31.00
Catholic Archdiocese of Chicago 155 East Superior Street	B1-104687 (Bldg.)	79.00
Methodist Hospital of Chicago (various locations)	D1-103044 (Sign)	22.00
	D1-103045 (Sign)	22.00
	D1-103046 (Sign)	38.00
	D1-103047 (Sign)	22.00
	D1-103048 (Sign)	22.00
	D1-103049 (Sign)	40.00
	D7-903213 (Sign)	40.00
	D7-903214 (Sign)	40.00
	D7-903215 (Sign)	40.00
Northwestern Memorial Hospital (various locations)	B1-104482 (Bldg.)	63.00
	B1-104492 (Bldg.)	31.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Northwestern Memorial Hospital/Streeterville Corporation 244 East Pearson Street	A1-102265 (Elev.)	\$176.00
Resurrection Health Care Corporation 3204 North Park Avenue	D1-101824 (Sign)	38.00
	D1-101825 (Sign)	38.00
Saint Mary of Nazareth Hospital Center 2233 West Division Street	D1-100957 (Sign)	84.90
	P1-101261 (Fuel Burn. Equip.)	1,437.00
Virginia Frank Child Development Center 3033 West Touhy Avenue	F4-103761 (Mech. Vent.)	26.00

AUTHORIZATION 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, June 28, 1991.

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 fire fighters injured in the line of duty, having had the same under advisement, begs to 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 2667 through
2672 of this Journal.]

(Continued on page 2673)

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/28/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABBEY	POLICE OFFICER	ELEVENTH DISTRICT	11/11/90	53.00
AGUILAR	POLICE OFFICER	FOURTEENTH DISTRICT	2/12/91	172.00
AHERN	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	7/20/88	2656.00
AHMED	POLICE OFFICER	SIXTH DISTRICT	1/02/91	40.00
AMARI JR	POLICE OFFICER	ELEVENTH DISTRICT	10/30/90	175.50
ANDRUZZI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/14/91	198.00
ARMSTEAD	POLICE OFFICER	THIRD DISTRICT	1/26/91	152.00
ARMSTRONG	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/14/90	1137.00
ARNOS	POLICE OFFICER	FIRST DISTRICT	12/08/90	185.00
ARROYO	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/21/91	91.50
BALLAUER	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/19/90	1787.00
BANASH	POLICE OFFICER	UNKNOWN	10/24/90	863.00
BARTH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/22/91	382.00
BATES JR	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/28/90	200.00
BESTEDA	POLICE OFFICER	THIRD DISTRICT	9/25/90	115.00
BIALEK	POLICE OFFICER	EIGHTEENTH DISTRICT	12/25/90	16.50
BIGGINS	POLICE OFFICER	FIFTH DISTRICT	8/12/90	296.00
BIRMINGHAM	POLICE OFFICER	TWELFTH DISTRICT	1/17/91	1315.00
BLAND	POLICE OFFICER	EIGHTH DISTRICT	3/06/91	200.00
BLUM	POLICE OFFICER	UNKNOWN	11/22/90	223.00
BROTH	POLICE OFFICER	SEVENTH DISTRICT	2/09/91	244.40
BROGI	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/86	128.00
BROWN	POLICE OFFICER	SECOND DISTRICT	2/21/91	407.50
BRUCATO	POLICE OFFICER	UNKNOWN	11/05/90	485.50
BULLOCK	POLICE OFFICER	RECRUIT TRAINING	2/16/91	284.00
BURGE	POLICE OFFICER	EIGHTH DISTRICT	1/31/91	86.00
BURKE	POLICE OFFICER	EIGHTH DISTRICT	2/12/91	247.50
CALLAHAN	POLICE OFFICER	FOURTH DISTRICT	1/14/91	23.00
CAPPERELLI	POLICE OFFICER	EIGHTEENTH DISTRICT	2/13/91	355.00
CASTRO	POLICE OFFICER	FOURTEENTH DISTRICT	2/05/91	494.50
CAVIN	POLICE OFFICER	FOURTH DISTRICT	10/27/90	61.00
CELLA	POLICE OFFICER	NINETEENTH DISTRICT	3/31/91	235.00
CONLEY	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/14/91	361.00
CONROY	POLICE OFFICER	FIFTEENTH DISTRICT	1/18/91	279.35
CORCORAN	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/90	8496.24
CORTES	POLICE OFFICER	FOURTEENTH DISTRICT	2/08/91	209.00
COTTON	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/03/91	647.00
CZYGRYN	POLICE OFFICER	FOURTEENTH DISTRICT	9/02/90	245.50
DALEY	POLICE OFFICER	SEVENTH DISTRICT	2/02/91	634.00
DAVIS	POLICE OFFICER	THIRD DISTRICT	2/12/91	529.90
DAVIS	POLICE OFFICER	FIFTH DISTRICT	1/27/91	1032.50
DAVIS	POLICE OFFICER	SIXTH DISTRICT	1/17/91	128.00
DEITELHOFF	POLICE OFFICER	FIRST DISTRICT	1/15/91	201.00
DELANEY	POLICE OFFICER	FIFTEENTH DISTRICT	1/26/91	522.00
DESANDO	POLICE OFFICER	EIGHTH DISTRICT	1/13/91	396.50
DOMAGALA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/14/88	11727.09
DOTSON	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/22/91	422.50
DOYLE	POLICE OFFICER	FOURTH DISTRICT	1/29/91	377.45
DUGAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/07/91	936.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/28/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DUNN	POLICE OFFICER	RECRUIT TRAINING	1/28/91	175.75
DUNN	POLICE OFFICER	SIXTEENTH DISTRICT	3/25/91	641.00
DUNNE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/82	216.00
FELKE	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	2/04/91	254.00
FOLEY	POLICE OFFICER	INTERSECTION CONTROL UNIT	3/21/90	12553.39
FRANZEN	POLICE OFFICER	DETECTIVE DIV AREA 2 ADMINISTR	6/01/90	200.00
GANEY	POLICE OFFICER	FOURTEENTH DISTRICT	7/29/89	50.00
GARCIA	POLICE OFFICER	FOURTH DISTRICT	1/17/91	1703.92
GARRIDO	POLICE OFFICER	RECRUIT TRAINING	5/11/90	16694.15
GRIFFITH	POLICE OFFICER	TENTH DISTRICT	10/04/90	23023.90
HABEN	POLICE OFFICER	FIRST DISTRICT	1/15/91	125.00
HAMILTON	POLICE OFFICER	EIGHTEENTH DISTRICT	1/25/91	75.50
HAYSLIP	POLICE OFFICER	FIFTH DISTRICT	1/13/91	440.00
HEIMANN	POLICE OFFICER	TRAFFIC COURT SECTION	10/27/89	75.00
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	1/19/91	318.00
KACZOR	POLICE OFFICER	SEVENTH DISTRICT	2/03/91	153.00
KERR	POLICE OFFICER	FOURTEENTH DISTRICT	12/11/90	38.50
KELLY	POLICE OFFICER	SEVENTH DISTRICT	1/17/91	509.50
KINGSLEY	POLICE OFFICER	SEVENTH DISTRICT	1/16/91	257.50
KLARK	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/10/90	50.00
KMETZ	POLICE OFFICER	TRAFFIC COURT SECTION	12/20/83	45.00
KOZLOWSKI	POLICE OFFICER	TWELFTH DISTRICT	1/26/91	623.00
KROFEL	POLICE OFFICER	THIRD DISTRICT	1/12/91	1164.00
KUEHN	POLICE OFFICER	TWENTIETH DISTRICT	3/31/91	239.25
LOEFFLER	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	1/25/91	245.00
MANNINA	POLICE OFFICER	ELEVENTH DISTRICT	11/12/90	3650.68
MARTIN	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	3/12/91	590.50
MCCOY	POLICE OFFICER	SIXTH DISTRICT	7/07/90	49.00
MCDONOUGH	POLICE OFFICER	ELEVENTH DISTRICT	2/08/91	135.00
MCFADDEN	POLICE OFFICER	RECRUIT TRAINING	11/26/90	223.00
MCKICHOLAS	POLICE OFFICER	NINETEENTH DISTRICT	8/15/90	161.00
MILLER	POLICE OFFICER	TENTH DISTRICT	12/07/90	120.00
MOORE-POWELL	POLICE OFFICER	YOUTH DIVISION AREA ONE	11/07/90	3535.84
MULLANE	POLICE OFFICER	FIFTH DISTRICT	1/10/91	50.00
MULLINS	POLICE OFFICER	NINETEENTH DISTRICT	1/02/90	743.10
MURPHY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/08/91	512.25
MURPHY	POLICE OFFICER	EVIDENCE AND RECOVERED PROPERTY	8/09/88	52.00
MURPHY	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86	55.00
MUSHOL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/10/89	1174.00
NABH	POLICE OFFICER	CENTRAL DETENTION SECTION	1/11/90	2703.21
NIELSEN	POLICE OFFICER	SEVENTEENTH DISTRICT	2/05/91	2628.00
NIGHTINGALE	POLICE OFFICER	SIXTEENTH DISTRICT	2/01/91	286.75
NIMOCKS	POLICE OFFICER	SIXTH DISTRICT	2/25/91	729.95
NOVAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	49.00
O'BRIEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/19/91	273.50
O'BRIEN	POLICE OFFICER	TWELFTH DISTRICT	2/23/91	502.00
OCARROLL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/04/91	2127.00
OHARA	POLICE OFFICER	FOURTH DISTRICT	2/25/91	883.26
OLSEN-KOZA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/10/91	1385.00

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/28/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
OLSON	POLICE OFFICER	FIFTEENTH DISTRICT	1/22/89	96.00
PALUCH	POLICE OFFICER	SECOND DISTRICT	2/22/91	893.00
PALUKAITIS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/15/90	100.00
PANUKINTO	POLICE OFFICER	ELEVENTH DISTRICT	2/13/91	455.80
PANICO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/12/91	326.00
PEARSON	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/01/88	2306.00
PECK	POLICE OFFICER	THIRD DISTRICT	2/01/91	150.00
POBLUSZNY JR	POLICE OFFICER	ELEVENTH DISTRICT	9/19/90	502.25
PRUGAR	POLICE OFFICER	RECRUIT TRAINING	5/02/90	549.60
RANFTL	POLICE OFFICER	SEVENTH DISTRICT	6/15/86	6224.00
ROBERTS	POLICE OFFICER	SEVENTH DISTRICT	1/13/91	16.50
ROBINSON	POLICE OFFICER	FIFTH DISTRICT	3/30/91	237.00
ROMANO	POLICE OFFICER	SIXTEENTH DISTRICT	3/12/91	515.00
ROMERO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/01/91	65.00
RUNYAN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	3663.25
RYAN	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	1/23/91	6265.35
SAGE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/05/91	90.00
SALUSTRO	POLICE OFFICER	NINETEENTH DISTRICT	11/30/90	116.00
SCHAEDEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/29/90	80.00
SCHILLACI	POLICE OFFICER	SEVENTH DISTRICT	11/04/90	32.00
SCHUBERT	POLICE OFFICER	EIGHTH DISTRICT	7/31/90	2032.00
SHAEFFER	POLICE OFFICER	SIXTEENTH DISTRICT	2/02/91	313.34
SIWEK	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	2/05/91	95.00
SORON	POLICE OFFICER	ELEVENTH DISTRICT	2/09/91	225.00
SPIEGEL	POLICE OFFICER	CENTRAL DETENTION SECTION	3/18/90	156.00
SPRAGGINS	POLICE OFFICER	SECOND DISTRICT	1/14/83	609.00
STANEK	POLICE OFFICER	FIFTH DISTRICT	6/16/87	60.00
STANKUS	POLICE OFFICER	NINTH DISTRICT	3/10/91	476.30
STEWART	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/28/90	834.80
STEWART	POLICE OFFICER	SIXTH DISTRICT	1/14/83	88.00
STONE	POLICE OFFICER	SEVENTH DISTRICT	1/17/91	155.00
STUBBS	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/26/88	278.60
SWANSON	POLICE OFFICER	FIRST DISTRICT	2/25/91	1272.75
SZPICKI	POLICE OFFICER	UNKNOWN	2/05/91	1388.50
THOREN	POLICE OFFICER	BOMB AND ARSON SECTION	8/25/90	133.00
TOBIN	POLICE OFFICER	NINTH DISTRICT	12/16/90	2046.00
TOLLEY	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	1/11/91	60.00
TREMORE	POLICE OFFICER	FOURTH DISTRICT	4/23/90	204.00
TRIFONE	POLICE OFFICER	EIGHTEENTH DISTRICT	2/03/91	594.50
TRISTAND	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/07/91	244.00
VOLLAND	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/21/91	296.00
VOSNDS	POLICE OFFICER	RECRUIT TRAINING	2/08/91	402.85
WALKER	POLICE OFFICER	SEVENTEENTH DISTRICT	2/22/91	566.25
WARNER	POLICE OFFICER	THIRD DISTRICT	2/28/91	488.00
WEYER	POLICE OFFICER	SEVENTH DISTRICT	2/10/91	519.50
WHITE	POLICE OFFICER	FIRST DISTRICT	1/14/91	50.00
WHITE	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/18/91	75.50
WHITE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/24/89	78.00
WHITE	POLICE OFFICER	RECRUIT TRAINING	2/19/91	180.60

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/28/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WILLIAMS	POLICE OFFICER	SECOND DISTRICT	10/01/90	800.00
WILLIAMS	POLICE OFFICER	THIRD DISTRICT	12/30/89	617.50
WILLIAMS	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/14/91	1104.00
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	2/04/91	772.19
WILLIAMS	POLICE OFFICER	NINETEENTH DISTRICT	8/26/90	7.00
WILLIAMS	POLICE OFFICER	EIGHTH DISTRICT	2/19/91	1212.00
WISER	POLICE OFFICER	RECRUIT TRAINING	1/22/91	16.50
WOLVERTON	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/01/91	933.18
YANAGIDATE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/18/91	221.25
YOSHIMURA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/12/91	315.50
YUCAITIS	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	1/07/91	175.00
ZAGLIFA	POLICE OFFICER	SECOND DISTRICT	7/24/90	5651.95
ZALESKI	POLICE OFFICER	FOURTEENTH DISTRICT	2/23/91	362.80
ZARAGOZA	POLICE OFFICER	FOURTH DISTRICT	2/07/91	184.92
AGUILERA	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	12/10/90	238.25
ANDERSON	FIREFIGHTER	ENGINE COMPANY 75	1/14/91	295.00
ASCENCIO	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	11/11/90	267.00
BAILEY	CAPTAIN	TRUCK 52	8/17/90	330.00
BAILEY	FIREFIGHTER	TRUCK 39	10/30/90	86.00
BARRIENTOS	PARAMEDIC	AMBULANCE 13	11/12/90	206.88
BARRY	LIEUTENANT	TRUCK 39	12/15/89	2398.00
BELL	FIREFIGHTER	TRUCK 51	5/08/75	10960.60
BEZAZIAN	FIREFIGHTER	TRUCK 21	11/30/90	723.50
BIRD	FIREFIGHTER	TRUCK 22	10/05/90	139.00
BLACK	FIREFIGHTER	AMBULANCE 39	11/04/90	442.35
BLITS	PARAMEDIC	UNKNOWN	1/10/91	261.25
BOMBENGER	LIEUTENANT	ENGINE COMPANY 121	10/27/85	40.00
BRADY	FIREFIGHTER	TRUCK 22	12/01/90	3086.97
BUCHANAN	PARAMEDIC	AMBULANCE 7	3/04/88	53.00
CARROLL	PARAMEDIC	AMBULANCE 33	12/28/89	35.00
CIAPAS	PARAMEDIC	DISTRICT RELIEF 6	12/03/90	15.00
CLIFF	LIEUTENANT	TRUCK 31	9/25/83	181.19
COCCARO	LIEUTENANT	ENGINE COMPANY 80	8/24/90	97.00
CORDT	PARAMEDIC	UNKNOWN	12/05/90	40.00
CORRIGAN	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	8/18/90	1140.00
CORBELLO	FIREFIGHTER	AMBULANCE 48	9/07/89	401.00
CRAVEN	LIEUTENANT	TRUCK 27	2/05/91	1318.50
CUNNINGHAM	FIREFIGHTER	ENGINE COMPANY 45	3/04/86	9545.14
DALTON	FIREFIGHTER	SQUAD 6	9/13/79	2085.91
DASBACH	FIREFIGHTER	TRUCK 52	10/28/89	51.00
DEHLER	FIREFIGHTER	ENGINE COMPANY 7	3/09/90	480.00
DELANA	PARAMEDIC	AMBULANCE 47	7/15/90	575.00
DELORENZO	FIREFIGHTER	TRUCK 36	12/12/90	128.00
DOLAN	FIREFIGHTER	BATTALION 10	12/20/90	191.25
DOLIBOIS	FIREFIGHTER	TRUCK 25	12/03/89	308.00
DOTY	PARAMEDIC	AMBULANCE 22	2/22/91	530.42
DUKE	CAPTAIN	ENGINE COMPANY 117	11/05/89	709.00
EARL	FIREFIGHTER	TRUCK 10	7/14/88	1135.00
ERICKSON	CAPTAIN	TRUCK 27	12/25/90	316.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/28/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FERNANDEZ	ROBERT	FIREFIGHTER	1/26/91	237.00
FISCHL	JACK	CAPTAIN	6/27/90	6534.50
FITZGERALD	RICHARD	CAPTAIN	1/26/90	695.90
FITZPATRICK	JOHN	ENGINE COMPANY 127	1/23/91	1375.00
FLAHERTY	EDWARD	TRUCK 4	11/10/90	1047.00
GIBBONS	TIM	ENGINEER	11/24/90	22.88
GILBERT	FREEMAN	FIREFIGHTER	1/03/89	735.20
GILBERT	LEONARD	ENGINE COMPANY 50	11/28/90	16.00
GILHOULY	BRIAN	EMS DISTRICT 3 HEADQUARTERS & R	11/09/90	154.50
GIOIA	ROXANNE	SQUAD 5	11/09/90	231.00
GLEESON	JAMES	TRUCK 52	2/20/91	141.00
GODSEL	MICHAEL	EMS DISTRICT 3 HEADQUARTERS & R	10/25/90	535.00
GONZALEZ	ROBERT	UNKNOWN	11/30/90	447.42
GOODMAN	PAUL	UNKNOWN	12/27/90	429.45
GORKIS	ANDREW	PARAMEDIC	12/20/90	2753.25
GRAVES	ROBERT	ENGINE COMPANY 32	7/23/90	3272.50
GREER	CHARLES	TRUCK 29	12/21/89	105.50
GUEVARA	REYNALDO	TRUCK 5	12/21/90	242.10
HAUSER	ROY	TRUCK 22	1/05/91	350.00
HEISER	MICHAEL	FIREFIGHTER	5/04/84	1366.50
HELMOLD	KEVIN	TRUCK 31	3/01/90	74.00
HODGE	JOHN	TRUCK 14	7/21/89	330.00
HOFFLANDER	DENNIS	DISTRICT RELIEF 5	7/18/89	192.00
HOOD	ALAN	DISTRICT RELIEF 2	6/04/90	230.70
HOWARD	LARRY	ENGINE COMPANY 80	12/27/90	393.00
JAUCH	JOSEPH	ENGINE COMPANY 120	7/07/90	255.00
JOHNSON	OLIVER	SNORKEL SQUAD 3	9/17/90	307.00
KAY	DAVID	ENGINE COMPANY 35	3/24/91	731.00
KIEL	BRUCE	ENGINE COMPANY 117	11/05/89	200.00
KING	PATRICK	ENGINE COMPANY 30	11/21/90	328.60
KOCH	THOMAS G	AMBULANCE 18	10/28/90	90.00
KORBOS	TEIG	AMBULANCE 33	12/23/89	1082.90
LASCO	SAMUEL	ENGINE COMPANY 28	12/12/90	75.00
LOPEZ	MICHAEL	TRUCK 58	2/01/85	631.00
LYMAN	GLEN F.	UNKNOWN	11/28/89	28.00
MARTIN	BRIAN	SQUAD 5	7/04/90	764.00
MCCLUNG	EDWARD	ENGINE COMPANY 101	12/10/90	2810.30
MCCOLGIN	FRANK J	ENGINE COMPANY 32	11/25/90	1381.80
MCLAUGHLIN	PATRICK	ENGINE COMPANY 22	12/18/90	52.00
MULKERRIN	JOHN	TRUCK 20	10/19/90	905.64
MUNGOVAN	JAMES	TRUCK 45	11/09/90	30.00
NASH	JAMES	DISTRICT RELIEF 6	3/22/90	861.20
NEUBAUER	ROBERT	TRUCK 44	3/22/91	330.00
NOLFI	THOMAS	TRUCK 25	12/03/89	330.00
OBRIEN	JOHN	TRUCK 25	12/03/89	740.00
OMALLEY	KEVIN	ENGINE COMPANY 117	11/05/89	330.00
OWCARZ	EUGENE	AMBULANCE 31	5/22/89	40.00
PARIS	SAM	ENGINE COMPANY 77	9/20/79	499.80
POLINO	WALTER	ENGINE COMPANY 35	12/21/90	340.00
		TRUCK 51	7/26/89	

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/28/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FOLINO	FIREFIGHTER	TRUCK 51	5/16/90	157.00
PORTER	CAPTAIN	TRUCK 50	6/25/90	301.55
REARDON	FIREFIGHTER	ENGINE COMPANY 92	1/03/90	1219.25
ROHLFS	LIEUTENANT	ENGINE COMPANY 121	12/22/90	451.75
RUANE	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	3/01/91	725.00
SCARNAVACK	FIREFIGHTER	ENGINE COMPANY 54	12/20/90	278.00
SCHMIDT	FIREFIGHTER	TRUCK 50	11/01/90	1080.00
SMITH	FIREFIGHTER	TRUCK 17	1/19/91	96.46
SPENCER	CAPTAIN	ENGINE COMPANY 109	8/30/90	14349.89
STANIEC	FIREFIGHTER	ENGINE COMPANY 106	3/03/91	277.60
STATEN	FIREFIGHTER	ENGINE COMPANY 107	9/04/90	6560.00
STAUFFER	FIREFIGHTER	TRUCK 25	12/03/89	330.00
STERLING	LIEUTENANT	TRUCK 39	6/03/89	1939.00
STORY	CAPTAIN	ENGINE COMPANY 59	12/02/90	752.20
STRICKLER	FIREFIGHTER	SQUAD 1	4/10/90	594.00
TERZICH	ENGINEER	UNKNOWN	1/07/91	2610.80
TROTT	FIREFIGHTER	SNORKEL SQUAD 3	1/05/91	5649.97
VALADEZ	FIREFIGHTER	ENGINE COMPANY 57	2/21/91	1138.00
VALKENBURG	FIREFIGHTER	ENGINE COMPANY 65	2/04/91	7052.93
VANAUKEN	PARAMEDIC	AMBULANCE 5	2/11/90	325.80
WAIBEL	FIREFIGHTER	ENGINE COMPANY 23	9/09/90	5398.15
WALLER	PARAMEDIC	AMBULANCE 5	4/12/89	217.00
WILLIAMS	PARAMEDIC	AMBULANCE 31	9/22/90	735.00
ZIEN	PARAMEDIC	AMBULANCE 20	8/20/87	50.00
ZUBIK	FIREFIGHTER	ENGINE COMPANY 23	11/20/89	7322.10

(Continued from page 2666)

; 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 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 2674
of this Journal.]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

(Continued on page 2675)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 6/28/91

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAM	POLICE OFFICER	SEVENTEENTH DISTRICT	2/04/91	1061.50
ALSTON	POLICE OFFICER	FOURTH DISTRICT	10/02/90	291.50
ARGENBRIGHT	POLICE OFFICER	SECOND DISTRICT	9/04/87	1099.00
ATILES	POLICE OFFICER	NINETEENTH DISTRICT	2/20/91	1055.00
ATKINS	POLICE OFFICER	SECOND DISTRICT	2/03/91	7552.70
BALZANO	POLICE OFFICER	CANINE UNIT	12/29/89	108.00
BEHNKE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/02/91	237.25
BELL	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/09/89	200.00
CAMACHO	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/15/90	881.00
CAMILLARIE	POLICE OFFICER	YOUTH DIVISION AREA THREE	3/28/89	300.00
CHEJNIK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/10/91	904.75
COUGHLIN	POLICE OFFICER	TWENTIETH DISTRICT	2/10/91	2305.50
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	1240.25
DIUCAR	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	8/18/84	126.00
ESTRELLA	POLICE OFFICER	RECRUIT TRAINING	10/13/90	59.00
FRUGOLI	POLICE OFFICER	SIXTEENTH DISTRICT	1/09/91	1240.00
HAGEMAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/21/91	511.00
HAMPTON	POLICE OFFICER	SECOND DISTRICT	8/21/90	119.00
HEARD	POLICE OFFICER	SECOND DISTRICT	4/17/91	825.50
HYZY	POLICE OFFICER	FIFTH DISTRICT	10/20/90	50.00
JANKOWSKI	POLICE OFFICER	OPERATIONAL SERVICES-ADMINISTR	12/03/89	110.00
KENT	POLICE OFFICER	TWELFTH DISTRICT	7/26/90	2711.00
KEYES	POLICE OFFICER	FOURTH DISTRICT	1/27/91	296.00
KIJOWSKI	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	1/12/91	1365.35
MANN	POLICE OFFICER	FOURTH DISTRICT	7/17/90	126.00
MCCAFFERTY	POLICE OFFICER	AUTO THEFT SECTION	5/22/89	101.50
MEYERS	POLICE OFFICER	SENIOR CITIZENS SERVICE DIVISI	7/20/90	79.50
MUNGER	POLICE OFFICER	NINETEENTH DISTRICT	1/12/91	228.00
ORTIZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/15/91	102.00
PHILLIPS	POLICE OFFICER	TWENTIETH DISTRICT	2/10/91	3047.50
STASINOPOLOUS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/18/90	640.00
TATHAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/89	295.77
THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/89	630.00
TORTORIELLO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/02/91	35.00
ULDRYCH	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	4585.95
WALCZAK	POLICE OFFICER	EIGHTH DISTRICT	1/22/91	285.00
WATSON	POLICE OFFICER	TENTH DISTRICT	7/11/90	16984.89
WHALEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/21/91	6648.00
WILLIAMS	POLICE OFFICER	SEVENTH DISTRICT	2/10/91	297.00
ZELAZO	POLICE OFFICER	TWENTIETH DISTRICT	10/20/90	172.82
GASKA	FIREFIGHTER	ENGINE COMPANY 50	1/31/89	2868.00
KUKNYO	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	742.00
MARTELL	LIEUTENANT	DISTRICT RELIEF 6	1/20/91	3105.50
MIZERA	ENGINEER	ENGINE COMPANY 15	9/10/90	1915.00
OBOYLE	CAPTAIN	SQUAD 1	1/02/84	933.00
SKINNER	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	8/03/90	110.00
TAYLOR	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	1/13/85	3716.45

(Continued from page 2673)

Your Committee on Finance, having had under consideration an order authorizing the payment of sixty-one (61) small claims against the City, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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:

Damage To Vehicle.

*Department Of Public Works:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Thomas R. Bearrows 1719 North North Park Avenue Apartment 1 Chicago, Illinois 60614	12/2/90 1719 North North Park Avenue	\$285.40

Damage To Property.

*Department Of Public Works:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
John Kerlin 10820 South Ridgeway Avenue Chicago, Illinois 60655	5/16/90 22nd District Police Station	\$215.00

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Robert Elliott 2807 West 86th Place Chicago, Illinois 60652	5/17/90 22nd District Police Station Lot	\$54.00

Damage To Property.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Laura Hollis and Aaron Hollis 3222 West Sunnyside Avenue Chicago, Illinois 60625	6/7/90 4715 North Harding Avenue	\$200.00

Damage To Vehicle.

*Department Of Streets And Sanitation (Bureau Of Electricity):
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Maria Torres 1820 West 17th Street Chicago, Illinois 60608	11/28/90 South Damen Avenue and West Cermak Road	\$595.00

Damage To Vehicle.

*Department Of Fire:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Allstate Insurance and Richard Saunders Cl. 27000749779 P. O. Box 1089 Morton Grove, Illinois 60053	1/16/90 133rd and South Brainard Avenue	\$621.62

Damage To Vehicles.

*Department Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Daniel Markowski 1550 North Damen Avenue Chicago, Illinois 60622	3/23/90 920 North Wood Street	\$400.00
Victoria Soto 3035 South Kenneth Avenue Chicago, Illinois 60623	5/21/90 3035 South Kenneth Avenue	167.20

Damage To Property.

*Department Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Katherine Estelle 6812 South Elizabeth Street Chicago, Illinois 60636	3/19/90 6812 South Elizabeth Street	\$650.67
Bob Thompson P. O. Box 2575 Country Club Hills, Illinois 60478	10/9/89 5214 West Quincy Street	1,500.00

Damage To Vehicles.

*Department Of Streets And Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Pete Johns 11256 South Kedzie Avenue Chicago, Illinois 60655	3/17/90 5500 South Morgan Street	\$477.96
Edward Murray 2928 South Throop Street Chicago, Illinois 60608	4/27/90 2840 South Quinn Street	\$529.53
Ana Pehar 2840 West Greenleaf Avenue Chicago, Illinois 60645	4/8/90 West Albion Avenue and North California Avenue	400.00
Michael Yuratovac 11056 South Avenue H Chicago, Illinois 60617	12/27/89 East 71st Street and South South Shore Drive	347.00
Cheryl Y. Humphrey P.O. Box 804101 Chicago, Illinois 60680	3/7/90 West Roosevelt Road and North Clark Street	203.02
Mary Meyer 2125 North Mason Avenue Chicago, Illinois 60639	5/4/90 6400 West Grand Avenue	104.17
Doris Powell 8428 South Ingleside Avenue Apartment 2N Chicago, Illinois 60619	3/25/90 West 76th Street and South Racine Avenue	400.00
Billie B. Holmes 10525 South LaSalle Street Chicago, Illinois 60620	6/18/90 1417 West 49th Place	400.00
Steve DiBenedetto 506 Woodland Drive Glenview, Illinois 60025	6/7/90 Towing	938.46

Name And Address	Date And Location	Amount
Rose M. Taylor 9534 South Yale Avenue Chicago, Illinois 60628	6/25/90 90th and South State Street	\$32.00
R. Dede Brownstein 1911 West Henderson Street Chicago, Illinois 60657	6/22/90 2387 North Lincoln Avenue	92.58
Richard J. Contant 6133 South Oak Park Avenue Apartment 3S Chicago, Illinois 60638	8/17/90 4707 West 55th Street	221.95
Francis N. MacDonald 8514½ Brookfield Avenue Brookfield, Illinois 60513	7/12/90 Towing	557.85
Earline Person 814 North Lawndale Avenue Chicago, Illinois 60651	6/25/90 814 North Lawndale Avenue	816.51
Oscar S. Tucker 1833 South Ocean Drive Hallandale, Florida 33009	6/4/90 Towing	29.15
Scott Peterson 4742 North Whipple Street Apartment 1B Chicago, Illinois 60625	6/27/90 46th and South Cottage Grove Avenue	14.00
Steve J. Zabrosky 1010 Lake Avenue Apartment B-23 Metairie, Louisiana 70005	8/18/89 North Austin Avenue and West George Street	79.18
Lucile D. Dufah 2032 North Nordica Avenue Chicago, Illinois 60635	7/3/87 2032 North Nordica Avenue	256.00

Damage To Property.

*Department Of Streets And Sanitation:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Aetna Casualty Co. and Lawrence and Linda Bishop Cl. G8584392SP 1020 31st Street Downers Grove, Illinois 60515	12/6/89 6708 West Belmont Avenue	\$1,500.00
Betty Jacobson 815 South Rusk Viroqua, Wisconsin 54665	3/1/88	137.95
Stephen Kahlina 2220 South Homan Avenue Chicago, Illinois 60623	3/21/90 2220 South Homan Avenue	170.00
Mr. and Mrs. Isadore Meystel 6301 North Monticello Avenue Chicago, Illinois 60659	5/30/90 6301 North Monticello Avenue	112.50
Catherine Valenza 5403 South Karlov Avenue Chicago, Illinois 60632	4/30/90 5401 South Karlov Avenue	300.00

Various Permit Refunds.

*Department Of Inspectional Services:
Account Number 100-99-2005-0934-0934.*

Name And Address	Permit Number	Amount
Better Built Lumber 17350 South Cicero Avenue Country Club Hills, Illinois 60478	B704499	\$ 73.00

Name And Address	Permit Number	Amount
Better Built Lumber 17350 South Cicero Avenue Country Club Hills, Illinois 60478	B697634	\$68.00
Better Built Lumber 17350 South Cicero Avenue Country Club Hills, Illinois 60478	B715713	95.00
Tri-State Metal 1745 West Fulton Street Chicago, Illinois 60612	B697954	585.00
Bruno and Helen Ofiara 12938 South Houston Avenue Chicago, Illinois 60633	B720254	206.00
Henry J. Coyle 14243 South 108th Avenue P. O. Box 861 Orland Park, Illinois 60462	B717712 B717713 B717714 B717715	1,596.00
Tamin Shakir 2545 West Bryn Mawr Avenue Chicago, Illinois 60659	B701939	580.00
Sharp Garage Co., Inc. 6280 North Cicero Avenue Chicago, Illinois 60646	B706327	68.00
Helen Martin 4439 South Rockwell Street Chicago, Illinois 60632	B686997	74.40
John Sanchez 2601 South Ridgeway Avenue Chicago, Illinois 60623	B700273	462.63

6/28/91

REPORTS OF COMMITTEES

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Name And Address	Permit Number	Amount
Better Built Lumber 17350 South Cicero Avenue Country Club Hills, Illinois 60478	B708003 B713094 B715796	\$236.00
Better Built Lumber 17350 South Cicero Country Club Hills, Illinois 60478	B709976	68.00

Damage To Vehicles.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Percy Clark 5406 West Walton Street Chicago, Illinois 60651	10/13/89 West Madison Street and North Laramie Avenue	\$400.00
Sara Woodson 5201 South Cornell Avenue Apartment 5E Chicago, Illinois 60615	6/26/90 2020 West 79th Street	95.36
LaMar Green 7436 South Yates Avenue Chicago, Illinois 60649	8/6/90 7300 South Phillips Avenue	136.00

Damage To Property.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
The Peoples Gas Light and Coke Co. File No. 90-0-178 122 South Michigan Avenue Room 311 Chicago, Illinois 60603 ; and	5/23/90 2906 North Kilbourn Avenue	\$727.12

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	Date And Location	Amount
Jim Karalekas 7216 North Harlem Avenue Chicago, Illinois 60648	1/9/90 -- 4/5/90 7214 -- 7220 North Harlem Avenue	\$400.00
Harriet Kreatsoulas 5831 North Jersey Avenue Chicago, Illinois 60659	2/27/89 -- 7/3/89 2754 West Farragut Avenue	298.72
Ping and Jennifer Chan 2818 South Wallace Street Chicago, Illinois 60616	8/1/89 -- 3/22/90 2818 South Wallace Street	261.86
Irma Perez 1625 North Winchester Avenue Chicago, Illinois 60622	2/6/90 -- 10/5/90 1625 North Winchester 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	Date And Location	Amount
Johnny B. Jenkins 2435 -- 2437 West 65th Street Chicago, Illinois 60629	8/7/89 -- 12/5/89 2435 -- 2437 West 65th Street	\$66.18
Gene V. Lindsey, Jr. 170 South Maple Hillside, Illinois 60162	11/22/89 -- 1/29/90 5242 West Division Street	400.00
Charles Ifergan 1300 North Sutton Place Chicago, Illinois 60610	8/25/89 -- 2/26/90 38 East Schiller Street	400.00
Walter Jackson 6958 South Carpenter Street Chicago, Illinois 60621	7/27/89 -- 4/2/90 6958 South Carpenter Street	400.00
P. Zari 2327 West 22nd Place Chicago, Illinois 60608	11/8/89 -- 1/16/90 2327 West 22nd Place	106.95
Diane N. Mitchell-Bey 435 East 50th Street Chicago, Illinois 60615	2/5/90 -- 4/6/90 435 East 50th Street	281.83
Frances Wahby 2716 North Rutherford Avenue Chicago, Illinois 60635	1/19/90 -- 4/4/90 2718 North Rutherford Avenue	400.00
James and Emma Rankins 8725 South Calumet Avenue Chicago, Illinois 60619	11/5/87 -- 4/6/88 8459 South Mackinaw Avenue	368.94

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS FOR
VEHICULAR DAMAGE, PROPERTY DAMAGE, PERSONAL
INJURY, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance/Small Claims Division, to which was referred on February 27, 1987 and subsequent dates sundry claims as follows:

Katherine Savage

Dorothy Schmidt

Velma Watson

James Phillips

William Green

Robert P. McPheron

Jesus Rivera

Frank D. Gordon

Michael Leiva

Allstate Insurance and Elaine Hackman
Cl. 2521099494

Diane Brainer

Colonial Penn Insurance and Francis Kania
Cl. W890010270

Michael Seifert

Parkside on Clarendon Condo Assn.

Rachel Salaam

Better Built Lumber
Permit 701528

Robert Cohen
Dependable Electric Service

National Car Rental

Kenneth Kunstman

Mr. Mudd

Norvell Gause

Allstate Insurance and Charles Carpenter
Cl. 1230662510

Jerrold Krieter

Lee Neudorf

Allstate Insurance and Charles Carpenter
Cl. 1230662510

Cynthia Harris

Kelly McGinnity

American Ambassador Insurance and Ethelyn Jasper
Cl. 1039878

Hanna Machon

Sharon Mulcahy

Jewel Boganey

Francisco Fernandez

Christin Fulara

Mary E. Smith

Allstate Insurance and Judith Jensen
Cl. 1839419916

Aida Gutierrez

Louis Rapacz

State Farm Insurance and Kathleen Schlagel
Cl. 13-L051-500

USAA Insurance and Myron Glassenberg
Cl. 6-581-181-93-03

Robert Skowronski

Allstate Insurance and Robert Cohen
Cl. 2700925759

American Family Insurance and Sandra Prieto
Cl. 561-024529

Michele Brayndick

Debra Ann Foster

Helen C. Kolodynski

Tom Maisel

Doris Richardson

Merrill Tyson

Robert Guerrero

Mark Montemurro

Michael Van Lehn

Gonzalo Ibarra

State Farm Insurance and Ronald Guyton
Cl. 13-4295-962

Michael Pollack

American Ambassador Cas. and Hector and Rebecca Rivera
Cl. 1041158

Lori Haley
Safeway Insurance and John Gonzalez
Cl. 186549

Miguel Alejandro

Chicago Motor Club and Charles Tate
Cl. 15-805101-3

Eureka Y. Hicks

State Farm Insurance and Rosemary Martin
Cl. 13-L066-221

Charles Tate

Myron Reed

Henry V. Taylor

Marguerite Sullers

Paul M. Weisberg

Wrecking the G & G Way, Inc.

Kenneth Schuham

Draper & Kramer, Inc.

Antonio Villegas

Joseph R. Piontek

John A. Campanelli and Donald Madia

David W. Lohagen

Carlene Williams

Bandringa Chicagoland Claims Service and Angela Sawyer
Cl. BC143775T

Andrew M. Calderon

John P. Johnston

John A. Phillips

Safeway Insurance and Bessie E. Smith
Cl. 12-186821

Owen S. Johnson

James F. Muschalik

Emanuel V. Popescu

State Farm Insurance and Gorge Sotomayer
Cl. 13-L022-330

Scott Walton

American Country Insurance and Ahmed Kamal
Cl. ACY0020560

Avis Rent-A-Car
File No. 5081611-EI

New Prime, Inc.

Willie Tate

Liberty Mutual Insurance and Jackie Richardson
Cl. AL450-026482-99

Allstate Insurance and Raymond Kalfas
Cl. 1230770610

Cesar Ortega

State Farm Insurance and Anthony Todd
Cl. 13-L039-269

Travelers Insurance and Richard Grunsten
Cl. BR52026

American Family Insurance and Ralph Picicco
Cl. 561-026192

American Service Insurance and Arthur Smith
Cl. 0030349

Colonial Penn Insurance and Frank Francis
Cl. W900065329WS1

Metropolitan Insurance and Thomas Shanahan
Cl. RM024544RA

John M. Rogado, Jr.

Elvin Groenmeyer

Paul W. Abram

Allstate Ins. Co. and Salvatore Cinquegrani
Cl. 1371652312

Businessland Rents

Dixie Warehouse & Cartage

Nancy L. Fagin

Mildred Lucille Ferguson Martin

Gusele Funches

Lech Jelenski

Daryl L. Jones

Eduardo Munoz

Rally Rent-A-Car

Robin L. Saxton

Ronald C. Voss

Nationwide Insurance and Abigail Weary
Cl. JH40A-1758HS004091

Betty Williams

Edward Shevlin

William Oboikovitz

Latanya McCracken

Elroboth Smith

State Farm Insurance and Maurice LeDoux
Cl. 13-5174-964

Edward Thomas

Kusol Voratanitkitkul

American Ambassador Insurance and Alisa Simmons
Cl. 1045583

American Ambassador Insurance and Channie Warren
Cl. 1035820

Ubaldo Perez

Alejandro Saldierna

Keith Huhn

Delores and David Junkins

Bell Corporation and Liberty Mutual Ins.
Cl. 94033872

Doris Bussie

John W. Westbrook

Lorrie Madsen

American Ambassador Cas. and Charles Burns
Cl. 1038695

Julie Beamer

Maureen R. Riley

Dominic Sparacino

International Truck Repair/Equipment Sales, Inc.

Amy Brooks

Lad Thomas

Oscar Pernell

Alphonso McClain

Pam J. Morris

Leonard Muscolino

James Richardson

State Farm Insurance and Chester Gilmore
Cl. 13-5291-417

Eric Thompson

Frank Kutchik, Jr.

Steven and Mary Friedheim

Christina Hadley

Tom Heinen

Frank Leshner

Robert J. McSorley, Jr.

Lena Schumann

Leo Tamura

Frances Martin

Joyce Reid

William A. Sevilla

Jessie L. West

Gladys Beard

Rita DeMay

State Farm Insurance and James Grisz and Nancy Bellitte
Cl. 13-A107-150

Jose Rivera

Dorothy Ziko

Colonial Penn Insurance and Charles and Arlene Ventura
Cl. W890032273

Ulysses Smith

American Services Insurance and Preston Ragland
Cl. 0070025

James Churilla

Shohreh Hemmati

Eul Sun Kang

Harold P. Kazier

Marty W. Nitz

Safeco Insurance and Peter Stampas
Cl. 24A90032485

State Farm Insurance and Donald Berglind
Cl. 8868-046-13

American Ambassador Insurance and Latayna McCracken
Cl. 1039176

American Ambassador Insurance and Willie Tate
Cl. 1044015

Juan Dorsey

Allstate Insurance and Jose Mora
Cl. 1230806182

Allstate Insurance and Javier and Herlinda Rocha
Cl. 183016065

Allstate Insurance and Alfred Garner
Cl. 252105215 5

Elise Ann Czaplewski

Carol Degrace

Richard Holappa

Michael Larsen

New Prime, Inc.

Esther Pedraza

Carolyn Smith

Eugene Miller

Elizabeth Rosetti

William Spring

Margaret Daly

Craig Savka

George Papaionnou

Georgina Parra

Michael A. Baker

Michael Klein
Prescient Value, Ltd.

Safeco Insurance and Peter and Diana Stampas
Cl. 24A90032485

Robert A. Johnson

Bernice Williams

Metropolitan Prop. & Casualty and Frank Digregorio
Cl. RMO32711-DA

Marcia Winkelmann

William P. Peterson

Carole C. Kulinski

Mary Ann J. Fiodaliso

Billie J. Pearson

Pullman Wine & Liquors, Inc.

Charles Page

Mark T. Hahn

Scott W. Walton

Carole Kulinski

American Security Ins. Co. and Anthony Jackson
Cl. AS-776

Joseph M. Bartkowiak

Farmers Insurance Group and Walter Smith
Cl. 06069154

Rifki and Akgun Mertdogan

Northland Insurance Co. and Lonnie C. Britton Trucking
Cl. 89-121

State Farm Insurance and Phyllis Young
Cl. 13-5278-518

Audrey Wojtasik

Frank Diliberto

Allstate Insurance and Carole C. Kuklinski
Cl. 1372003580

Patrick Devereux

U.S.A.A. Insurance and Joseph Appel
Cl. 0468391

Angelo Zervas

Dong Joon Chung

Jenny Creasey

Patricia Gold

William Miller

State Farm Insurance and Helen Norfleet
Cl. 13-5320-547

Metropolitan Insurance and Osvaldo Gotera
Cl. RMO25847

Mariano Hermosa

Edward and Jean Powers

Bill DiVello

Peter Vlahos

Sally Ann Reis

Kyran Cahill

American Ambassador Casualty and Monica Rodriquez
Cl. 1043312

American Country Insurance and Kermit Scales
Cl. ACA7847

Mario and Lillian Carrara

Isiah Dixon

Charlotte Harris

Hadell Johnson

Geraldine Knipp

Julie Shabi

Jessica Sierakowski

Cynthia Taylor

Charles Willis

Prudential Property & Cas. and Thomas Burchart
Cl. 10J16880-085

Randolph Williams

Janet Cobb

Medardo Elizade

Allstate Insurance and Jung Jun and Young Kwon
Cl. 1230901074

Norman L. Brodsky

John Campanelli and Donald Madia

Eugene Miller

Frank Rogala

American Family Insurance and Virginio Perez
Cl. 561-031533-432

Phyllis Davis

Samall Hazziez, Jr.

State Farm Insurance and Jae Yi
Cl. 13-L093-528

Anderson Comer

Samuel Kochukaleekal

Billie Pearson

James Barry

Soon Ja Moon

Beverly Bonk

Frank Francis

American Ambassador Cas. Co. and Latanya McCracken
Cl. 1039176

American Ambassador Cas. Co. and Bernardo Espana
Cl. 1050744

Alan Falk

Marisha Bennett

Jack Lane

Joseph Wilkus

William H. Wise

Allstate Insurance and Carole Kuklinski
Cl. 1372003580

Bargain Auto Rental

Hanover Insurance and Marsha Kravitz
Cl. 16-096616

Charles Williams

American Family Insurance and John Scalera
Cl. 671-128385-71

Billie Flowers

Kaslon Renauld Grady

Fernando Johnson

Kevin T. Kuster

State Farm Insurance and Samuel Kushner
Cl. 13-5310-439

U.S.A.A. Insurance and Timothy Warner
Cl. 2785985

William Wise

Robert Schaeffer

Lidia Siebyla

Lynn Book

George Soteriou

Bernice Bannister

State Farm Insurance and Susan Kanter
Cl. 13-5339-889

State Farm Insurance and Phyllis Levy
Cl. 13-5320-737

State Farm Insurance and Celestine Macijunas
Cl. 13-5319-921

State Farm Insurance and Brenda Thomas
Cl. 13-5340-371

Kemper Nat'l Insurance and Juan Rodriquez
Cl. 560AE036655N560

Roy Burman

Marlette Dumas

Farmers Insurance Group and Olivia F. Walters
Cl. 126713929

Dennis Harvey

Rafael Marquez

State Farm Insurance and Jerome Davis
Cl. 13-5338-001

Andrich Trucking, Inc.

Camilo and Deneb Arellano

Deo Santos Dantes

Catheryn Hargrave

Jennifer Nesmith

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

*Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.*

The Committee on Finance submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration five (5) applications for City of Chicago charitable solicitation (tag day) permits:

- A. Michael Doherty Benefit
c/o Queen of Martyrs Grammar School
August 24 and 31, 1991 -- southwest side;
- B. City of Hope
October 4, 1991 -- citywide;
- C. Junior Cancer League
July 12, 1991 -- at Chicago and Northwestern
Railroad Station only;
- D. Philippine American Ecumenical/U.C.C.
June 29, 1991 -- citywide; and
- E. Pivot Point International, Inc.
To benefit Children's Memorial Hospital's
Pediatric A.I.D.S. Clinic
July 3, 1991 -- downtown,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place On File* the applications transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In*, and said applications and report were *Placed on File*.

COMMITTEE ON AVIATION.

AMENDMENT OF TITLE 10, CHAPTER 36, SECTION 360 OF
MUNICIPAL CODE OF CHICAGO AND ADDITION OF
NEW SECTIONS 351 THROUGH 356 AUTHORIZING
ISSUANCE OF SECURITY BADGES TO
APPROPRIATE PERSONNEL
AT CITY AIRPORTS.

The Committee on Aviation submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance (referred June 12, 1991) which was submitted to the Committee on Aviation for consideration from the Office of the Mayor, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith, to amend Chapter 10-36 of the Municipal Code of Chicago pertaining to the issuance of security badges for appropriate personnel at City airports.

This recommendation was concurred in by all the members of the committee with no dissenting votes.

Very truly yours,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schalter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago owns and operates Chicago O'Hare International Airport, Chicago Midway Airport and Meigs Field; and

WHEREAS, Chicago O'Hare International Airport and Chicago Midway Airport are subject to airport security regulations issued by the Federal Aviation Administration; and

WHEREAS, It is in the interest of the City of Chicago to protect passengers, employees and other persons using the City's airports by limiting general access to certain portions of its airports; now, therefore,

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

SECTION 1. Section 10-36-360 of the Municipal Code of Chicago is hereby amended by inserting the following definition in its proper alphabetical sequence:

10-36-360. Definitions.

As used in this Chapter:

"Secured area" means an area within an airport, access to which has been restricted by the Commissioner of Aviation.

SECTION 2. Chapter 10-36 of the Municipal Code is hereby amended by adding new Sections 10-36-351, 10-36-352, 10-36-353, 10-36-354, 10-36-355 and 10-36-356 as follows:

10-36-351. The Commissioner of Aviation may establish secured areas within the City's airports. In establishing such an area, the commissioner shall consider: the size and nature of the area; the nature of activities customarily conducted therein; the impact of the proposed secured area on the safety and efficiency of airport operations; and the impact of the proposed secured area on public convenience in moving through the airport. Security areas shall be clearly marked.

10-36-352. The Commissioner of Aviation shall issue security badges, in a form determined by the commissioner, to those persons whose presence is required for or appropriate to the activities conducted in a secured area. The commissioner may issue temporary badges to persons whose presence is temporarily necessary or appropriate to the activities conducted in the secured area or who are present to study those activities with consent of the commissioner. Each badge issued under this section shall indicate the secured area or areas to which the badge applies.

10-36-353. No person shall transfer or assign a security badge to another person. No person shall enter or remain in a secured area except:

(a) a passenger entering or departing an aircraft and under supervision of airline personnel;

(b) a person to whom a temporary security badge applicable to that area has been issued, but only if escorted by a person in possession of a valid, permanent security badge applicable to that area; or

(c) a person in possession of a valid, permanent security badge applicable to that area.

10-36-354. A person to whom a security badge has been issued shall report to the Commissioner of Aviation the loss, theft, mutilation of or

damage to the badge within 24 hours after such occurrence. The report shall be in writing. If the person has received the badge as a result of his employment, the person's employer shall also be responsible for filing the report. The commissioner shall collect a charge of \$25 for the replacement of a security badge.

10-36-355. The Commissioner of Aviation shall issue rules and regulations for the administration and enforcement of Sections 10-36-353 and 10-36-354. The rules shall include such matters as: periodic renewal of security badges; issuance of badges to employees or agents of persons doing business at an airport; surrendering of badges upon separation or transfer from employment; procedures and forms for applications and reports; and display of security badges.

10-36-356. Any person who violates any provision of Sections 10-36-351 through 10-36-354, or the regulations issued under Section 10-36-355, shall be fined not less than \$100 and not more than \$500 for each offense. Each day that a violation continues shall constitute a separate and distinct offense. The violator shall also be liable for reimbursement to the city of any fine or penalty paid by the city as a result of the person's violation. The Commissioner of Aviation may also revoke or refuse to reissue the security badge of the violator.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT NUMBER ONE TO LEASE AGREEMENT
WITH SKY CHEFS, INC. FOR PREMISES AT
CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance (referred April 12, 1991) which was submitted to the Committee on Aviation for consideration from the Office of the Mayor, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance

which is transmitted herewith, amending the Flight Kitchen Site and Concession Agreement between the City of Chicago and Sky Chefs, Inc., for certain premises at Chicago O'Hare International Airport.

This recommendation was concurred in by all the members of the committee with no dissenting votes.

Very truly yours,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, or his proxy, is authorized to execute on behalf of the City of Chicago, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and City Comptroller and by the Corporation Counsel as to form and legality, Amendment 1 to the Lease Agreement between the City of Chicago and Sky Chefs, Inc., for premises at Chicago O'Hare International Airport, said Amendment to be substantially in the following form:

[Amendment Number One to Lease Agreement immediately
follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

Amendment Number One to Lease Agreement attached to this ordinance reads as follows:

First Amendment

To Lease Agreement

Between

The City Of Chicago

And

Sky Chefs, Inc.

At

Chicago O'Hare International Airport.

This Amendment to Airport Lease Agreement ("Amendment") entered into this _____ day of _____, 1991, by and between the City of Chicago, an Illinois municipal corporation ("Landlord") and Sky Chefs, Inc., a Delaware corporation ("Tenant").

Recitals.

Whereas, Landlord and Tenant have entered into that certain airport lease agreement dated October 8, 1969 ("Agreement") providing in part for the use and enjoyment by Tenant of certain premises ("Premises") owned by Landlord located at Chicago O'Hare International Airport in the City of Chicago ("Airport") and more particularly described on Exhibit 1 attached hereto; and

Whereas, The parties seek to amend the Agreement in order to provide for the use of the air rights over a certain portion of the Premises by the Illinois Department of Transportation ("I.D.O.T.") and to provide for the expansion

of the leased area of the Premises for use by Tenant as an employee parking lot;

Now, Therefore, In consideration of the Premises and the mutual covenants and obligations contained herein, the parties covenant and agree as follows:

1. The recitations set forth above constitute an integral part of the Amendment and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.
2. Eight new paragraphs shall be added to Article III of the Agreement, commencing on page 6 as the second full paragraph and continuing through an eighth full paragraph, and reading as follows:

"Commencing with the execution date of the Amendment, Tenant shall vacate and no longer have the right to use and occupy the ground level of, nor the air rights above that certain portion of the Premises shaded in yellow and further designated as part of Ramp F on Exhibit 1 attached hereto and made a part hereof. Landlord, with funding from O'Hare Development Program Project No. 560 and, acting under an Illinois Department of Transportation Permit, will construct an exit ramp for public use from Bessie Coleman Drive to southbound Mannheim Road."

"Landlord shall, at Landlord's expense, remove the traffic islands shown as hatched areas on Exhibit 1 and remove or provide additional fencing also as shown on Exhibit 1."

"Commencing within 30 days of the execution date of the Agreement, Tenant shall have the right to lease, use and occupy that certain area adjacent to the Premises ("Lot") comprising approximately 80,127 square feet and described on Exhibit 2 attached hereto and made a part hereof. Tenant shall develop the Lot solely for use as a parking lot for the benefit of its agents and employees. The parking lot shall be constructed in accordance with plans and specifications approved by the Commissioner."

"In addition to the rental required by Landlord for use of the Premises, Tenant shall pay monthly rent to Landlord for use of the Lot at the rate of \$.47 per square foot per year, said rental to be adjusted annually upward in accordance with any increase in the Producer Price Index (P.P.I.)."

"Base Rent payable hereunder shall be increased beginning on March 1, 1992, and on each March 1 thereafter, by multiplying the \$.47 per square foot per year set forth in subsection (a) above by a fraction, the numerator of which is the Producer Price Index/All Commodities ("P.P.I.") published by the United States Department of Labor, Bureau of Labor Statistics (January, 1982 = 100) for the month of December preceding said March 1, and the denominator of which is the P.P.I. for December, 1991. Each yearly period for which the P.P.I. is being recalculated hereunder is referred to herein as a "Recalculation Period". Upon receipt by Tenant of written notice from the City, rent, as so adjusted, shall be paid in the manner set forth hereinabove."

"If the manner in which the P.P.I. is determined by the Department of Labor is substantially revised, City shall adjust the revised index to produce results equivalent, as nearly as possible, to those which would have been obtained if the method of determining the P.P.I. had not been revised. If the P.P.I. is discontinued or otherwise becomes unavailable to the public, City shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or department, or if no such index is available, a comparable index published by a recognized financial institution, financial publication, or university."

"Since the computation of the aforesaid increase in rent may not be completed until after the beginning of a Recalculation Period, Tenant shall continue to pay rent at the then current rate until the information for completing the computation is available. Any shortfall in prior rental payments shall be paid to the City within sixty (60) days after the City supplies Tenant with said computation."

"Tenant shall have the right to use and occupy the Lot until the expiration of the lease term as described in the Agreement; provided, however, that should Landlord require use of the Lot for the expansion of any of its activities at the Airport, Landlord shall have the right to terminate Tenant's leasehold estate with regard to the Lot by delivery of thirty (30) days prior written notice to Tenant. Within said thirty (30) days Tenant shall completely remove all personal property and equipment from the Lot and, except for permanent improvements made thereto, leave the area, as nearly as reasonably possible, in its original condition."

3. Two new paragraphs shall be added to Article XI of the Agreement, commencing as the third and fourth full paragraphs located on page 15 of the Agreement, and reading as follows:

"Tenant shall be solely responsible for any and all maintenance and repair of the Lot, including but not limited to, snow removal from the Lot. The Lot shall be insured in accordance with the provisions contained in Article XI of the Agreement; provided, however, that Tenant, in addition to the type and level of insurance coverage required under Article XI, shall obtain automobile liability insurance with limits of not less than \$5,000,000.00 per occurrence, combined single limit, for bodily injury and property damage. Landlord shall be named as an additional insured, and Tenant agrees to provide Landlord with copies of each and every insurance policy required of Tenant pursuant to the terms of the Agreement and the Amendment."

"Any insurance obtained by Tenant pursuant to the terms of the Agreement and the Amendment shall provide for sixty (60) days prior written notice to be delivered to Landlord in the event insurance coverage is substantially changed, cancelled or nonrenewed."

4. One new paragraph shall be added to Article XII of the Agreement, commencing as the third full paragraph located on page 16 of the Agreement, and reading as follows:

"Tenant additionally agrees to indemnify and hold harmless Landlord from any and all claims, costs and liabilities (including attorneys' fees) incurred as a result of the use, maintenance and repair of the Lot by Tenant, as provided in accordance with Article XII of the Agreement."

5. The parties agree that the provisions of the Amendment shall supersede any and all provisions of the Agreement where applicable. If any provision of the Amendment conflicts with any provision of the Agreement, the provision contained in the Amendment shall govern.

In Witness Whereof, The parties have executed the Amendment, all as of the date and year first above written.

City of Chicago,
a municipal corporation

By: _____
Richard M. Daley, Mayor

Attest: _____
Walter S. Kozubowski,
City Clerk.

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel,
Department of Law

Approved:

By: _____
Jay R. Franke, Commissioner,
Department of Aviation

By: _____
Walter K. Knorr,
City Comptroller

Sky Chefs, Inc.
a Delaware corporation

By: _____

Attest: _____

[Exhibits 1 and 2 attached to this Lease Agreement
printed on pages 2714 through
2715 of this Journal.]

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
WITH FEDERAL AVIATION ADMINISTRATION
FOR PREMISES AT CHICAGO MIDWAY
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance (referred May 22, 1991) which was submitted to the Committee on Aviation for consideration from the Office of the Mayor, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith, authorizing a lease of office space at Chicago Midway Airport to the Federal Aviation Administration.

This recommendation was concurred in by all the members of the committee with no dissenting votes.

Very truly yours,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

(Continued on page 2716)

Exhibit "1"

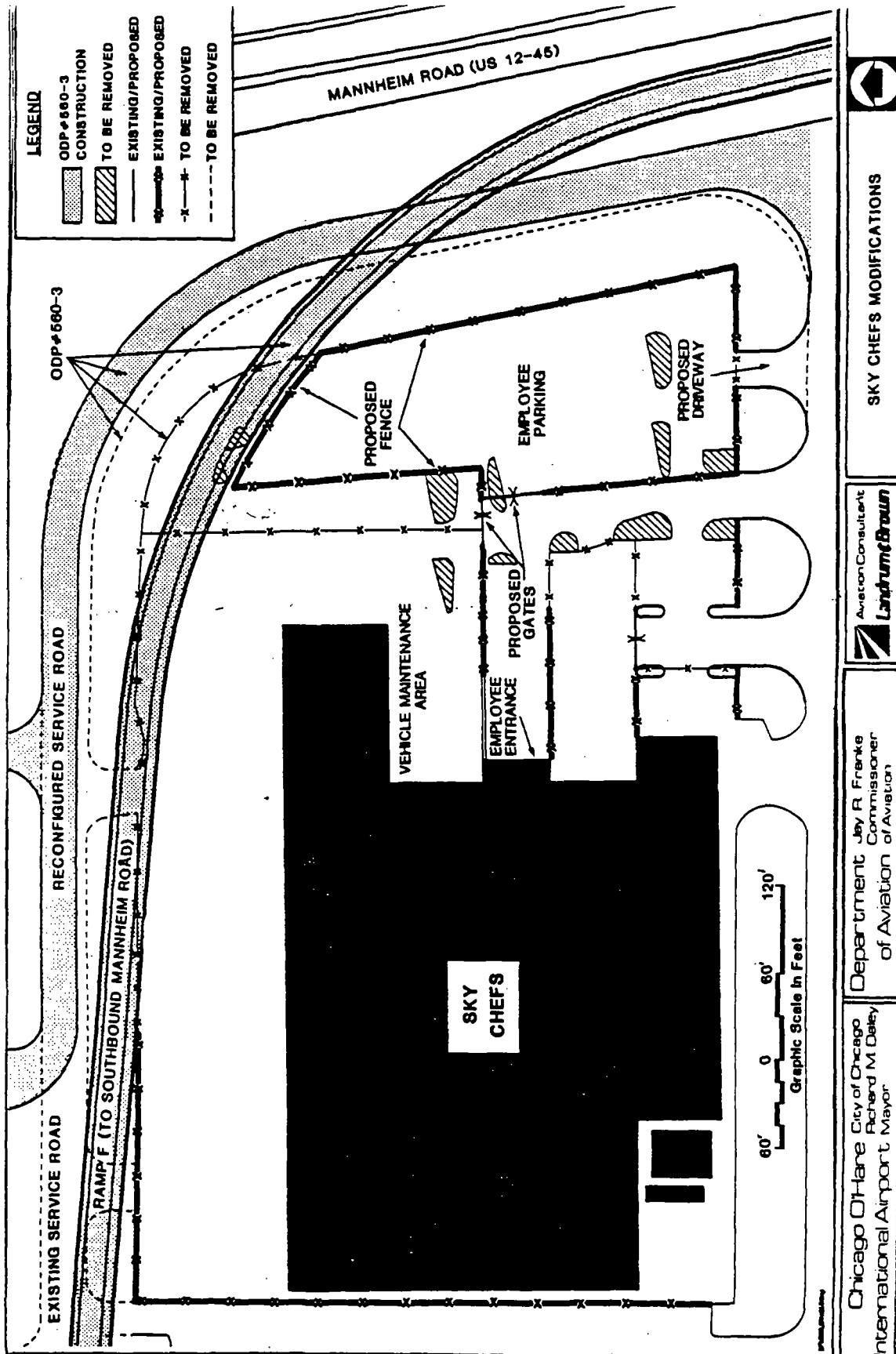
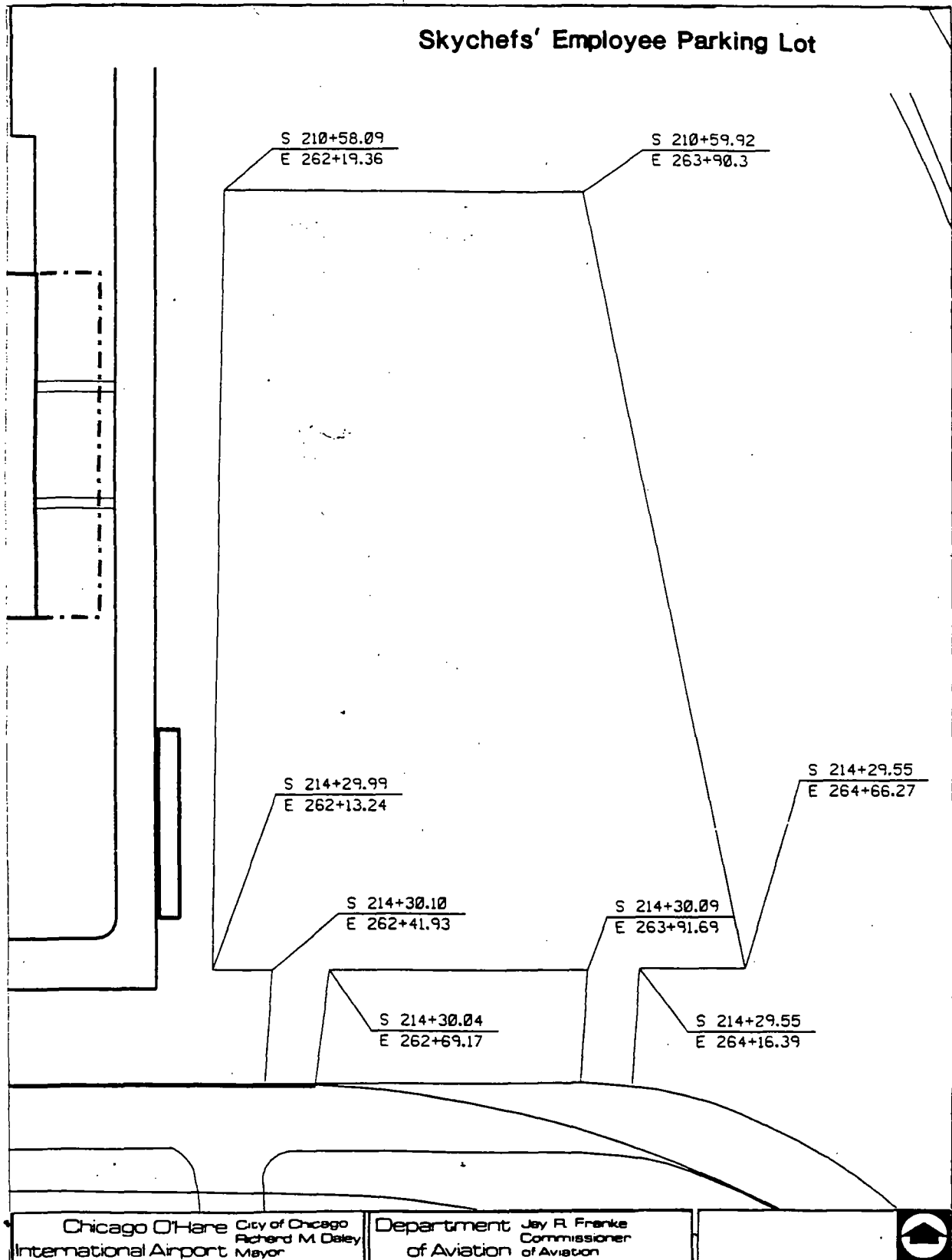


Exhibit "2".



(Continued from page 2713)

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor or his proxy, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Lease with the United States Government, for certain premises on Concourses A and B at Chicago Midway Airport, said agreement to be substantially in the form attached:

[Lease Agreement immediately follows Section 2
of this ordinance.]

SECTION 2. This ordinance shall be in full force and effect from and after its adoption.

Lease Agreement attached to this ordinance reads as follows:

United States Government

Lease For Real Property

Standard Form 2.

Date of Lease

Lease No. DTFA14-90-L-R1185

This Lease, made and entered into this _____ day of _____, 19____, by and between the City of Chicago, Department of Aviation, whose address is: Suite 3000, 20 North Clark Street, Chicago, Illinois 60602, and whose interest in the property hereinafter described is that of Owner, hereinafter referred to as the Lessor, and the United States of America, hereinafter referred to as the Government.

Witnesseth:

The Parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

1. Description.

The Lessor hereby leases to the Government the following described premises:

Approximately 403 square feet of space located on Concourse A, described as the north one-third of A-11, A-9, between Columns 51 and 52; and

Approximately 768 square feet, at Section B00-B1 (between Bays B-38 and B-40) on Concourse B, in the terminal building, Chicago Midway Airport;

to be used for such purposes as determined by the Federal Aviation Administration.

2. Term.

To have and to hold said premises with their appurtenances for the term beginning October 1, 1990 through September 30, 1991, subject to termination and renewal rights as may be hereinafter set forth.

3. Consideration.

The Government shall pay the Lessor rental for the premises in the amount of \$16,979.50 for the term set forth in Article 2 above; and \$16,979.50 per year for each annual renewal exercised by the Government hereafter. Payments shall be made in arrears at the end of each Government Fiscal Year without the submission of invoices or vouchers. Rental checks shall be made payable to the City of Chicago and shall be mailed to the address specified above.

4. Termination.

The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. Renewal.

This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September, 1995; and provided further, that adequate appropriations are available from year to year from the payment of rentals.

6. Examination Of Records.

(A) The Lessor agrees that the Comptroller General of the United States, or any of his duly authorized representatives, shall, until expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 C.F.R. Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books,

documents, papers, and records of the Lessor involving transactions related to this contract.

(B) The Lessor further agrees to include in all his subcontracts involving transactions related to this contract a provision to the effect that the subcontractor agrees that the Comptroller General of the United States, or any of his duly authorized representatives, shall, until expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 C.F.R. Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

7. Prompt Payment.

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered paid on the day a check is dated or an electronic funds transfer is made.

(a) Rent shall be paid in arrears and will be due on the tenth workday of the month following the payment period.

(b) An interest penalty shall be paid automatically by the Government, without request from the Lessor, if payment is not made within 15 days of the due date.

(1) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate", and it is published in the Federal Register semiannually on or about January 1, and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(2) Interest penalties will not accrue after the filing of a claim for such penalties under the Disputes clause or for

more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(3) Interest penalties are not required on payment delays due to disagreement between the Government and Lessor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the Disputes clause. (552.232-71) (January, 1989)

8. Funding Responsibility For Government Facilities.

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined jointly by the Government and Lessor.

9. Installation Of Antennas, Cables And Other Appurtenances.

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government, provided that the Lessor has first approved the concept and subsequently reviewed and approved the plans and specifications. Said approval by the Lessor shall not be unreasonably withheld.

10. Interference With Government Operations.

The Lessor shall, upon reasonable notice by the Government, immediately cease any operation or alleviate any physical

confrontation to the extent feasible that has or may cause interference with the Government's operation on the premises.

11. Service And Facilities.

The Lessor shall furnish to the Government, as part of the rental consideration, the following:

(a) Heating, air conditioning, and ventilation systems that provide for the comfortable occupancy of the premises. Temperatures will be thermostatically controlled to maintain temperatures between 68 and 72 degrees fahrenheit during the heating season and 72 and 74 degrees fahrenheit during the cooling season.

(b) Electrical power to the premises for the operation of lights, communications equipment, and office machines.

(c) The Government shall have the right of ingress and egress to the leased premises 24 hours a day, 7 days a week without exception.

12. Maintenance Of Premises.

The Lessor shall maintain the demised premises, including the building and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto. (552.270-12) (June, 1985)

13. Damage By Fire Or Other Casualty.

If the said premises are destroyed by fire or other casualty, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days thereafter; if so terminated, no rent will accrue to

the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage. (552.270-13) (June, 1985)

14. Applicable Codes And Ordinances.

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at Lessor's own expense, to obtain all necessary permits and related items. (552.270-15) (June, 1985)

15. Inspection Of Premises.

Throughout the duration of this lease and in the event of any construction, remodeling, or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice to the Lessor, must be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the lease requirements are met. Additionally, the Government reserves the right, upon reasonable notice, to inspect and perform bulk sampling and analysis of suspected asbestos containing materials and to monitor the air for asbestos fibers in the space offered or under lease as well as other areas of the building deemed necessary by the Contracting Officer. Also, the Government shall have the right to inspect the premises for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to Polychlorinated Biphenyls (PCBs). (552.270-16) (June, 1985)

16. Notification Of PCB Hazardous Condition.

The Lessor shall promptly notify the Contracting Officer and the tenant agency official, of any leaks, spills, or other hazardous conditions which involve PCBs in any area of the building under their respective control.

17. Officials Not To Benefit. (April, 1984)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit. (52-203-1)

(End of Clause)

18. Gratuities. (April, 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative:

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled:

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c) (2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. (52.203-3)

(End of Clause)

19. Covenant Against Contingent Fees. (April, 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency", as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee", as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee", as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence", as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter. (52.203-5)

(End of Clause)

20. Anti-Kickback Procedures. (October, 1988)

(a) Definitions.

"Kickback", as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person", as used in this clause, means a corporation, partnership, business association of any kind, trust, joint stock company, or individual.

"Prime Contract", as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor", as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor Employee", as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract", as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment or services of any kind under a prime contract.

"Subcontractor", as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor Employee", as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51 -- 58) (the Act), prohibits any person from:

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a Prime Contractor to the United States or in the contract price charged by a subcontractor to a Prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract, monies withheld, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract.
(52.203-7)

(End of Clause)

21. Affirmative Action For Handicapped Workers. (April, 1984)
- (a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental handicap. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as:
- (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped individuals and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified physically and mentally handicapped individuals.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$2,500 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance. (52.222-36)

(End of Clause)

22. Disputes. (April, 1984)

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601 -- 13) (the Act).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph (d) (2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of

this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2) For Contractor claims exceeding \$50,000, the Contractor shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Contractor's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable.

(3) (i) If the Contractor is an individual, the certification shall be executed by that individual.

(ii) If the Contractor is not an individual, the certification shall be executed by:

(A) A senior company official in charge at the Contractor's plant or location involved; or

(B) An officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs; or

(C) The Commissioner of the Department of Aviation or his authorized representative.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. (52.233-1)

(End of Clause)

23. Definitions.

(a) The terms "contract" and "Contractor" shall mean "lease" and "Lessor", respectively.

(b) If the lease is a sublease, the term "Lessor" means the sublessor.

(c) The term "Lessor shall provide" means the Lessor shall furnish and install.

(d) The term "Contracting Officer" shall mean any Government official who, either by virtue of his/her position or by appointment in accordance with prescribed regulations, is vested with the authority to enter into and administer contracts on behalf of the Government and make determinations and findings with respect thereto, or with any part of such authority.

(e) The term "Contracting Officer Representative" shall mean the designated person to act as the authorized representative of the Contracting Officer, and whose scope and limitation of authority must be in writing.

(f) The term "beneficial occupancy date" (B.O.D.) shall be the date as stated in Article 2, or some other date mutually agreed

upon between the Lessor and the Government. The parties hereto shall enter into a supplemental agreement effectuating the actual B.O.D. if other than stated in Article 2.

24. Lessor's Successors.

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns. (552.270-18) (June, 1985)

25. Failure In Performance.

The covenants to pay rent and to provide any service, utility, maintenance, or repair required under this lease are dependent. If the Lessor, upon notice from the Government, and within a reasonable time, fails to provide any of these items, the Government may by contract or otherwise perform the service, maintenance, utility, or repair, and charge to the Lessor any cost incurred by the Government that is related to the performance of such service, maintenance, et cetera, including any administrative costs, and deduct such cost from any rental payments. Alternately, the Government may reduce rental payments by the corresponding value of the contract requirement not performed, as determined by the Contracting Officer. These remedies are not exclusive and are in addition to any other remedies which may be available under this contract or in the law. (552.270-17) (June, 1985) (Modified)

26. Changes.

(a) The Contracting Officer may at any time, by written order, and with the approval of the Lessor, make changes within the general scope of this lease in any one or more of the following:

- (1) Specifications;
- (2) Work or services;
- (3) Amount of space;
- (4) Facilities or space layout.

(b) If any such change causes an increase or decrease in the Lessor's cost of, or the time required for, performance under this contract, whether or not changed by the order, the Contracting Officer shall modify the lease by (1) making an equitable adjustment in the rental rate, (2) making a lump sum price adjustment, or (3) revising the delivery schedule.

(c) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$25,000. The proposal, including all subcontractor work, will contain at least the following details:

- (1) material quantities and unit costs;
- (2) labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) equipment costs;
- (4) workmen's compensation and public liability insurance;
- (5) overhead;
- (6) profit;
- (7) employment taxes under F.I.C.A. and F.U.T.A.

(d) Lessors shall also refer to 48 C.F.R. Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable and allocable in Government work.

(e) No services or work for which an additional cost or fee will be charged by the Lessor will be furnished without the prior written authorization of the Contracting Officer or a designated representative of the Contracting Officer.

27. Termination -- Erroneous Representation Concerning Polychlorinated Biphenyls (PCBs).

If it is determined that the presence of PCBs has been misrepresented, the Government reserves the right to require

the Lessor, at no cost to the Government, to remove or retrofit any PCB equipment present in the building, in accordance with E.P.A. regulations, or alternately the Government may terminate the lease. This is in addition to other remedies available to the Government.

28. Warranty Of Space.

(a) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (A.C.M.) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement.

(b) If either A.C.M.s or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action as might be required by the Toxic Substance Control Act.

(c) If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the Government or terminate the lease agreement at no cost to the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by the law and under this contract.

(e) Definitions.

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the Government's required post-asbestos-abatement air monitoring program, (ii) with regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to P.C.B.s, it involves the removal or retrofitting, in accordance with E.P.A. regulations, of any P.C.B. equipment present in the building.

In Witness Whereof, The parties hereto have hereunder subscribed their names as of the date above written.

City of Chicago

Mayor

Attest:

City Clerk

Approved:

Department of Aviation

Comptroller

Approved As To Form And Legality:

Assistant Corporation Counsel

The United States of America

By: (Signed) Chris J. Cantine

Title: Real Estate Contracting
Officer, AGL-56B

Attachment "A" to this Lease Agreement reads as follows:

Attachment "A"

To Lease No. DTFA14-90-L-R1185.

Certificate Of Authority.

I, Walter S. Kozubowski, Hereby Certify That I am the City Clerk of the City of Chicago, the municipal corporation described in and which executed the foregoing agreement with the United States of America; that said municipal corporation is organized under the laws of the State of Illinois; that Richard M. Daley, who executed said agreement as Mayor of said

municipal corporation was then Mayor of said municipal corporation, and has been duly authorized to execute said instrument on behalf of said corporation; that I know the signature of said Richard M. Daley and that the signature affixed to such instrument is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said municipal corporation, this _____ day of _____ A.D., 1990.

City Clerk

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
WITH FEDERAL AVIATION ADMINISTRATION FOR
PREMISES AT MERRILL C. MEIGS FIELD.

The Committee on Aviation submitted the following report:

CHICAGO, June 27, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance (referred June 12, 1991) which was submitted to the Committee on Aviation for consideration from the Office of the Mayor, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith, authorizing the renewal of a lease agreement between the City of Chicago and the Federal Aviation Administration for lease of space at Meigs Field Airport.

This recommendation was concurred in unanimously by a viva voce vote of all members of the committee with no dissenting votes.

Very truly yours,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor or his proxy, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a lease with the Federal Aviation Administration covering certain premises at Merrill C. Meigs Field, said lease to be substantially in the following form:

[Lease Agreement immediately follows Section 2
of this ordinance.]

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

Lease Agreement attached to this ordinance reads as follows:

Lease No. DTFA14-90-L-R1124
Master Site Lease
Merrill C. Meigs Field
Chicago, Illinois

Lease

Between

City Of Chicago
Department Of Aviation

And

The United States Of America.

This Lease, made and entered into this _____ day of _____ in the year one thousand nine hundred and ninety-one, by and between the City of Chicago, Department of Aviation, whose address is 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, for itself and its successors and assigns, hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

Witnesseth: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. For the term beginning July 1, 1991 and ending September 30, 1991, the Lessor hereby leases to the Government the following described property, hereinafter called the premises, viz:

See Attachment "A", Legal Descriptions.

a. Together with a right-of-way for ingress to and egress from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, and telecommunications facilities to the premises; and right-of-way for subsurface power, communications and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described by metes and bounds, to be by routes reasonably determined to be the most convenient to the Government and acceptable to the Lessor.

b. And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of air navigation and telecommunications facilities after having first obtained the approval of the Lessor for all plans and specifications. Said approval by the Lessor shall not be unreasonably withheld.

c. And the right to make alterations, attach fixtures, and erect additions, structures or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this lease, or within ninety (90) days thereafter, by or on behalf of the Government, or its grantees, or purchasers of said alterations, fixtures, additions, structures, or signs, provided that the Lessor has first approved the concept and subsequently reviewed and approved the plans and specifications. Said approval by the Lessor shall not be unreasonably withheld.

2. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; provided that no renewal shall extend this lease beyond the 30th day of August, 1996, unless and until the Lessor has obtained an extension of its lease of Merrill C. Meigs Field, Chicago, Illinois, at least through September 30, 2011, or gains title to the airport, allowing the Government to renew this lease annually through September 30, 2011. It shall be the Lessor's responsibility to notify the Government in writing when it has successfully renewed its lease or acquired title to the airport. Said notice to the Government shall be sent to the Government as provided for in Article 9 of this lease.

3. The Government shall pay the Lessor rental for the premises in the amount of no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligation assumed by the Government in its operation and maintenance of facilities upon the premises hereby leased, for the term set forth in Article 1 above, and for each annual renewal exercised by the Government hereafter.

4. The Government may terminate this lease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Lessor. Said notice shall be sent by certified or registered mail.

5. The Government shall surrender possession of the premises upon the date of expiration or termination of this lease. If the Lessor by written notice at least fifteen (15) days before the date of expiration or termination requests restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either (1) restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this lease or any preceding lease (changes to the premises in accordance with paragraphs 1.(a), 1.(b), and 1.(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted); or (2) make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto affecting such agreement. Failure to agree to any such equitable adjustment shall be a dispute concerning a question of fact within the meaning of Clause 6 of this lease.

6. (a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used here, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor, if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessor claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365- or 366-day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

7. No member of Congress or resident commissioner shall be admitted to any share or part of this lease, or to any benefit to arise therefrom.

8. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, brokerage, percentage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the

right to annul this lease without liability, or in its discretion to deduct from amounts otherwise due under this lease or other consideration, the full amount of such commission, brokerage, percentage, or contingent fee.

9. All notices sent to the parties under the lease shall be addressed as follows:

To the Lessor: Commissioner
 Department of Aviation
 20 North Clark Street, Suite 3000
 Chicago, Illinois 60602

To the Government: Federal Aviation Administration, AGL-56
 2300 East Devon Avenue
 Des Plaines, Illinois 60018

10. The Lessor warrants that it has acquired and possesses an adequate real estate right in the real property described herein, and that it is authorized to grant the real estate rights to the United States as set forth herein.

11. This lease is subject to the Anti-Kickback Act of 1986 (41 U.S.C. 51 -- 58) (the Act).

(A) The Act prohibits any person from:

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including directly or indirectly, the amount of kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(B) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (A) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (A) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any federal agency investigating a possible violation described in paragraph (A) of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph (A) of this clause, the Contracting Officer may:

(i) Offset the amount of the kickback against any monies owed by the United States under this contract; and/or

(ii) direct that the Contractor withhold from sums owed the subcontractor, the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (B)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (B)(4)(i) of this clause. In the latter case, the Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (B)(5), in all subcontracts under this Contract.

(C) Definitions:

"Kickback", as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a subcontract relating to a prime contract.

"Person", as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime Contract", as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor Employee", as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract", as used in this clause, means a contract or contractual action entered into by a Prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor", as used in this clause, (1) means any person other than the Prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier subcontractor.

"Subcontractor Employee", as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

In Witness Whereof, The parties hereto have hereunto subscribed their names as of the date first above written.

City of Chicago

Mayor

Attest:

City Clerk

Approved:

Department of Aviation

Comptroller

Approved As To Form And Legality:

Assistant Corporation Counsel

The United States of America

By: (Signed) Donald P. Russo

Title: Supervisory Realty
Specialist, AGL-56B

Attachments "A" and "B" to this Lease Agreement read as follows:

Attachment "A"

To Lease Number DTFA14-90-L-R1124.

Legal Descriptions.

Runway End Identification Lights (R.E.I.L.) -- Runway 36.

Tract 1.

A tract of land containing 400 square feet located in the southeast quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, and more particularly described as follows:

from the center of the south end of Runway 36, go south 5 degrees 00 minutes east 20 feet along the runway center line extended to a point; thence south 85 degrees 00 minutes west 110 feet to the point of beginning of the tract to be described; thence south 85 degrees 00 minutes west 20 feet to a point; thence north 5 degrees 00 minutes west 20 feet to a point; thence north 85 degrees 00 minutes east 20 feet to a point; thence south 5 degrees 00 minutes east 20 feet to a point; thence south 5 degrees 00 minutes east 20 feet to the point of beginning.

Tract 2.

A tract of land containing 400 square feet located in the southeast quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, Cook County, Illinois, and more particularly described as follows:

from the center of the south end of Runway 36, go south 5 degrees 00 minutes east 20 feet along the runway center line extended to a point; thence north 85 degrees 00 minutes east 110 feet to the point of beginning of the tract to be described; thence north 85 degrees 00 minutes east 20 feet to a point; thence north 5 degrees 00 minutes west 20 feet to a point; thence south 85 degrees 00 minutes west 20 feet to a point; thence south 5 degrees 00 minutes east 20 feet to the point of beginning.

All bearings are true assuming that the center line of Runway 36 bears north 5 degrees 00 minutes west true.

Runway End Identification Lights (R.E.I.L.) -- Runway 18.

Tract 1.

Commencing at the Reference Point, go north 5 degrees 00 minutes west 110 feet; thence south 85 degrees 00 minutes west 105 feet to the point of beginning. From the point of beginning go south 85 degrees 00 minutes west

20 feet; thence north 5 degrees 00 minutes west 20 feet; thence north 85 degrees 00 minutes east 20 feet; thence south 5 degrees 00 minutes east 20 feet to the point of beginning.

Tract 2.

Commencing at the Reference Point, go north 5 degrees 00 minutes west 110 feet; thence north 85 degrees 00 minutes east 105 feet to the point of beginning. From the point of beginning go north 85 degrees 00 minutes east 20 feet; thence north 5 degrees 00 minutes west 20 feet; thence south 85 degrees 00 minutes west 20 feet; thence south 5 degrees 00 minutes east 20 feet to the point of beginning.

Tract 3.

Commencing at the Reference Point, go north 14 degrees 22.8 minutes west 567.6 feet to the point of beginning. From the point of beginning go south 85 degrees 00 minutes west 20 feet; thence north 5 degrees 00 minutes west 20 feet; thence north 85 degrees 00 minutes east 20 feet; thence south 5 degrees 00 minutes east 20 feet to the point of beginning.

The tracts of land lie in Cook County, State of Illinois, in the northeast quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian.

The Reference Point used to locate the points of beginning for the tracts is the intersection of the center line of Runway 18 and a straight line through the center lines of the threshold lights of Runway 18.

Visual Approach Slope Indicator (V.A.S.I.) -- Runway 36.

1. V.A.S.I. Power and Control Station. Consists of a power and control assembly. The area required is 6 feet by 6 feet, abuts the plane parking area, and is centered on a point 900 feet from the Runway 36 threshold and 485 feet from the Runway 36 center line.
2. V.A.S.I. Downwind Bar. Consists of 2-V.A.S.I. lamp housings. The area required is 15 feet by 30 feet and is centered on a point 650 feet from the Runway 36 threshold and 158 feet from the Runway 36 center line.
3. V.A.S.I. Upwind Bar. Consists of 2-V.A.S.I. lamp housings. The area required is 15 feet by 30 feet and is centered on a point 1,350

feet from the Runway 36 threshold and 158 feet from the Runway 36 center line.

The land required consists of 0.02 acre, more or less.

Rotating Beam Ceilometer.

Is located on Merrill C. Meigs Field in the City of Chicago, County of Cook, State of Illinois, as evidenced on Exhibit A, Sheets 1 of 2 and 2 of 2, which are attached hereto and made a part hereof.

[Exhibit "A" to this attachment printed on pages 2749 through 2750 of this Journal.]

Attachment "B"

To Lease No. DTFA14-90-L-R1124.

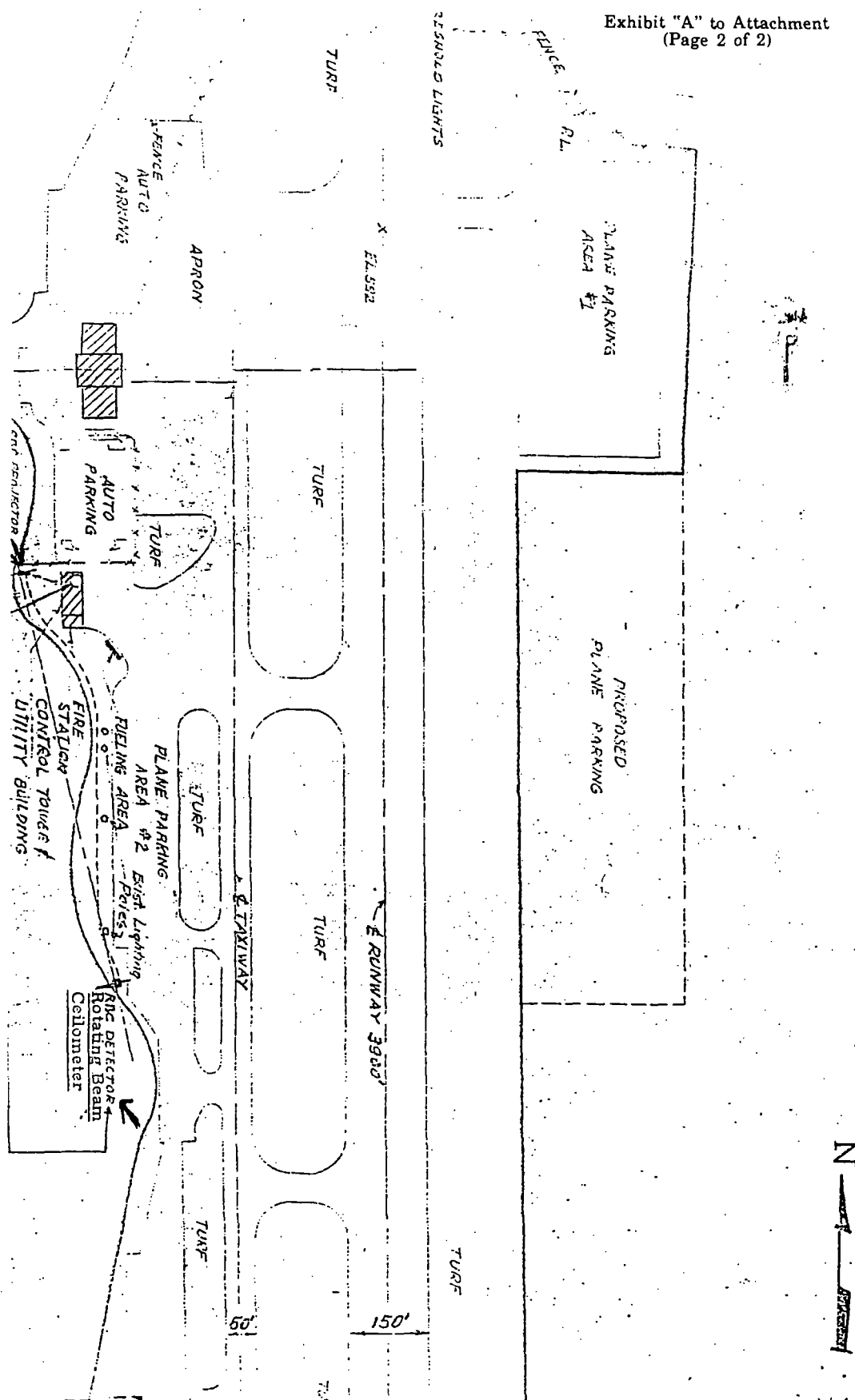
Certificate Of Authority.

I, _____, Hereby Certify That I am the City Clerk of the City of Chicago, the municipal corporation described in and which executed the foregoing agreement with the United States of America; that said municipal corporation is organized under the laws of the State of Illinois; that Richard M. Daley, who executed said agreement as Mayor of said municipal corporation was then Mayor of said municipal corporation, and has been duly authorized to execute said instrument on behalf of said corporation; that I know the signature of said Richard M. Daley and that the signature affixed to such instrument is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said municipal corporation, this _____ day of _____, A.D., 1991.

City Clerk

Exhibit "A" to Attachment
(Page 2 of 2)



COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.

AUTHORIZATION FOR ACCEPTANCE OF GRANT FUNDS FROM
UNITED STATES DEPARTMENT OF EDUCATION
FOR ACQUISITION OF FOREIGN
LANGUAGE MATERIALS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of grant funds from the United States Department of Education necessary for acquisition of foreign language materials, in the amount of \$125,000.00, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Congress of the United States has enacted the Library Services and Construction Act (the "Act") whereby the United States Department of Education has made grant funds (the "Grant Funds") available to state and local public libraries under the Foreign Materials Acquisition Program (the "Program") pursuant to Title V of the Act; and

WHEREAS, The City of Chicago (the "City") is a diverse community composed of many peoples, cultures and languages; and

WHEREAS, The Chicago Public Library (the "Library") has applied for Grant Funds under the Program for the purpose of acquiring foreign language materials (the "Project"); now, therefore,

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

SECTION 1. The City Council hereby appropriates the amount of \$125,000 or such amounts as may actually be received for the Project.

SECTION 2. The Comptroller of the City is hereby directed to disburse the Grant Funds received as required to carry out the Project.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR ACCEPTANCE OF GRANT FUNDS FROM
UNITED STATES DEPARTMENT OF AGRICULTURE
TO FUND FEASIBILITY ANALYSIS FOR
NEW PRODUCE MARKETING
FACILITY.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of grant funds from the United States Department of Agriculture necessary to fund a feasibility analysis for a new produce marketing facility, in the amount of \$135,000.00, 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

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 requesting professional service grant funds (the "Grant Funds") from the United States Department of Agriculture under the Agricultural Marketing Service's Wholesale Market Development Program (the "Program") in the amount of \$135,000; and

WHEREAS, The Grant Funds shall be used for site planning, facility design and feasibility analysis for new produce marketing facilities for the City; and

WHEREAS, The Department of Planning (the "Department") will hire a contractor to perform professional services as specified in the Program; now, therefore,

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

SECTION 1. The City Council of the City (the "City Council") hereby ratifies the application for and authorizes the acceptance of Grant Funds under the Program in an amount not to exceed \$135,000.

SECTION 2. The City Council hereby appropriates the amount of \$135,000 or such amounts as may actually be received from the United States Department of Agriculture for the Program.

SECTION 3. The Comptroller of the City is hereby directed to disburse the Grant Funds received as required to carry out the Program.

SECTION 4. The Commissioner of the Department is authorized to carry out the Program in accordance with federal, state and local requirements.

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR ACCEPTANCE OF GRANT FUNDS
FROM ILLINOIS DEPARTMENT ON AGING TO
ESTABLISH PROGRAM FOR PREVENTION
OF ABUSE, NEGLECT AND
EXPLOITATION OF
ELDERLY.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of grant funds from the Illinois Department on Aging necessary to establish a program for the prevention of abuse, neglect and exploitation of the elderly, in the amount of \$42,069.00 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Congress of the United States has enacted the Older Americans Act of 1965, as amended (the "Act"), to meet the needs of older individuals; and

WHEREAS, Title III-G of the Act makes grant funds available to states (the "Grant Funds") to establish a program with respect to the prevention of abuse, neglect and exploitation of older individuals (the "Program"); and

WHEREAS, The State of Illinois (the "State") Department on Aging allocates Grant Funds to areas within the State, including the City of Chicago (the "City"); and

WHEREAS, The City, through its Department on Aging (the "Department"), has applied to the State for Grant Funds in the amount of \$42,069 to implement the Program; now, therefore,

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

SECTION 1. The City Council hereby appropriates the amount of \$42,069 or such amounts as may actually be received from the State for the Program.

SECTION 2. The Comptroller of the City is hereby directed to disburse the Grant Funds received as required to carry out the Program.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR INSTALLATION OF WATER
MAINS AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration two (2) orders (under separate committee reports) authorizing the installation of water mains at various locations, and 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) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of North Hermitage Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 652 feet of 8-inch ductile iron water main in North Hermitage Avenue, from West Byron Street to West Irving Park Road, at a total estimated cost of \$134,345.97 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01147.

Portions Of South Seeley Avenue And West 48th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 2,921 feet of 8-inch ductile iron water main in South Seeley Avenue, from West 47th Street to West 51st Street; and in West 48th Street, from South Seeley Avenue to South Hoyne Avenue, at a total estimated cost of \$522,749.70 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01155.

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLE 15, CHAPTER 4 AND TITLE 14, CHAPTER 12 OF MUNICIPAL CODE OF CHICAGO TO PERMIT FIRE COMMISSIONER OR HIS DESIGNEE TO ENTER AND INSPECT SUB-STATIONS OF COMMONWEALTH EDISON COMPANY.

The Committee on Buildings submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a communication submitted by Mayor Richard M. Daley on behalf of the Commissioner of the Chicago Fire Department, having been properly presented to the Committee on Buildings, for an ordinance amending Chapter 15-4 and Section 14-12-100 of the Municipal Code of Chicago, to permit the fire commissioner or his designee to enter and inspect sub-stations of Commonwealth Edison, begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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 15-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 15-4-035, as follows:

15-4-035. The fire commissioner or his designee shall be authorized to enter and inspect every building, structure or portion thereof containing equipment or apparatus used for the generation, transmission or distribution of electricity by a public utility in order to identify and assess all risks or dangers of fire or explosion presented by the occupation and use of the building, structure or applicable portion.

SECTION 2. Section 15-4-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language italicized, as follows:

15-4-040. Where the result of [such] an inspection pursuant to this chapter shall show that such building fails in any respect to comply with the building provisions of this code, it shall be the duty of the [director] deputy fire commissioner of the fire prevention bureau to notify the owner, agent, lessee, or occupant of such building of this effect and to specify wherein such building fails to comply with the requirements of the building provisions of this code; and it shall thereupon be the duty of such owner, agent, lessee, or occupant to proceed forthwith to make whatever changes or alterations may be necessary to make such building comply with the building provisions of this code, and to complete such changes and alterations within 15 days after receipt of such notice.

SECTION 3. Chapter 15-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 15-4-101, as follows:

15-4-101. The owner or operator of equipment or apparatus used for the generation, transmission or distribution of electricity by a public utility shall develop a fire emergency plan for each building, structure or portion thereof enclosing such equipment or apparatus. The fire emergency plan shall include the following: the location and type of equipment or

apparatus; identification of supervisory personnel to be notified in the event of a fire affecting the equipment or apparatus, and the means of notification; a plan for evacuation of employees not involved in firefighting from the area of the fire; assignment of responsibilities for coordination with designated personnel for admission of fire department personnel and control of traffic on the premises in the event of a fire; a list of toxic, combustible or explosive materials stored or used on the premises; a schedule of drills to verify the viability of the plan; and such other related information as the fire commissioner may require. The fire emergency plan shall be in writing and shall be filed in the office of the fire commissioner or his designee. A copy of the plan shall be maintained on the premises where the electrical equipment is located. The owner or operator of the equipment or apparatus shall notify the commissioner in writing of any change in any component of the plan within seven days after the change occurs.

Any person who violates any provision of this section shall be subject to a fine of \$500 for each offense. Each day that a violation continues shall constitute a separate and distinct offense.

SECTION 4. Section 14-12-100 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language italicized, as follows:

14-12-100. It shall be unlawful for any individual, company or corporation to sell, offer for sale, give away gratis, install, alter, repair or use any electrical equipment or appliance intended for use in the city of Chicago, which does not conform to the standards set forth in this code.

(a) "Electrical equipment", as used in the electrical regulations of this code, means conductors and apparatus installed for the utilization of electricity for light, heat, power, aural or visual communication or signal transmission or convenience.

(b) "Appliance", as used in the electrical regulations of this code, means any device, machine, piece of apparatus or tool which utilizes or transmits electrical current or energy.

(c) Examples of electrical equipment are as follows: conduit, wireways, trough, duct, switchboards, panelboards, distribution centers, motor control centers, conductors, cables, cords, junction boxes, cabinets, connectors, couplings, tape, fittings, switches, circuit breakers, fuses, meter fittings, combinations of any of the foregoing and, in general, anything that would be utilized in making an electrical installation.

(d) Examples of appliances are as follows: all electrical tools, toasters, irons, hair dryers, washers, dryers, dishwashers, stoves, ranges, ovens, rotisseries, fry pans, radios and television sets not specifically excluded by this section of the code, amplifiers, speakers, phonographs, recorders, office machines, electrical toys, cords and cord sets, signs, points of display, fixtures, decorations and, in general, any and all electrical appliances or devices or machines intended by their nature or construction to utilize or transform electrical current in their normal usage.

(e) Exemptions. The provisions of this ordinance are not intended to include apparatus, conductors or equipment installed for or by public utilities, common carriers or commercial radio or television stations which are under the jurisdiction of the Illinois Commerce Commission or other state or federal regulatory body, and are located outdoors or in buildings, or parts of buildings used exclusively for their use in their specific operation as a public utility or carrier or radio or television station. Those parts of buildings which are open to the general public shall not be exempt from this code.

Telecommunication carriers providing utility services to the public and subject to the Illinois Commerce Commission or other state or federal regulatory body shall be exempt from this code.

By specific state of Illinois and federal government exemptions this ordinance does not cover installations in underground mines, ships, railway cars, automotive vehicles or the installations or equipment employed by a railway, railroad, electric or communication utility, and located outdoors or in buildings used exclusively for that purpose. *Nothing in this subsection shall limit the authority of the fire commissioner to conduct inspections pursuant to section 15-4-035 of this code.*

(f) Approval. The standards for equipment and appliances shall be found in the various sections of this code and in the construction specifications found in Chapter 14-64 of this title.

SECTION 5. Section 3 of this ordinance shall take effect 90 days after its passage. The remaining provisions of this ordinance shall be in full force and effect from and after its passage and approval.

COMMITTEE ON ECONOMIC AND
CAPITAL DEVELOPMENT.

APPROVAL OF PROPERTY AT 1490 -- 1550 EAST 97TH
PLACE AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman Lorraine Dixon (8th Ward) authorizing Class 6(b) tax incentives for the property located at 1490 -- 1550 East 97th Place 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 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County and which is used for manufacturing or industrial purposes; and

WHEREAS, The City of Chicago, consistent with the Cook County Real Property Classification Ordinance, as amended, wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Calumet Business Center proposes to construct a 52,320 square foot addition and connection building in the area of 1490 -- 1550 East 97th Place, Chicago, Illinois, to be used by Solo in its wholesale distribution system; and

WHEREAS, This new building will be adjacent to its existing facility already located at the current address and that the construction cost of the new facility will approximate \$1,665,926 and will be used for manufacturing or industrial purposes; and

WHEREAS, The proposed construction site is located entirely within Enterprise Zone III within the City of Chicago; and

WHEREAS, The proposed construction work and use of the subject project will provide significant present and future employment, both temporary and permanent; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, the new construction and utilization of the subject property will generate significant new revenue in the form of real estate and other tax revenues; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, hereby resolve that:

SECTION 1. The City of Chicago has determined that the incentive provided by the said Class 6(b) Tax Incentive Ordinance is necessary for the said development to occur on the subject property; and

SECTION 2. The City of Chicago hereby supports and consents to the Class 6(b) Application and approves the classification of the subject property as Class 6(b) property pursuant to the Cook County Real Property

Classification Ordinance and the Class 6(b) tax incentive shall apply to the property identified by Permanent Index Numbers: 25-11-212-008 and 25-11-212-021; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage or as otherwise provided for by law.

ILLINOIS CONGRESSIONAL DELEGATION URGED TO
SUPPORT FULL MAINTENANCE OF COMMUNITY
REINVESTMENT ACT OF 1977.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman Joseph Moore (49th Ward) memorializing the Illinois Congressional Delegation to support the maintenance of the Community Reinvestment Act of 1977, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The City of Chicago has a need for decent and affordable housing; and

WHEREAS, The financial institutions of the City of Chicago have a responsibility to meet the credit needs of all segments of the communities they serve in accordance with the Community Reinvestment Act of 1977; and

WHEREAS, Residents, community groups, housing advocates and financial institutions of the City of Chicago have successfully cooperated under the auspices of the Community Reinvestment Act of 1977; and

WHEREAS, This cooperation has resulted in the addition of over 5,000 housing units for low- and moderate-income families since 1984; and

WHEREAS, The United States Congress is currently considering proposed legislation that would significantly reduce the number of banks required to comply with the Community Reinvestment Act of 1977; and

WHEREAS, Such legislation would inflict great harm to efforts to revitalize many neighborhoods in Chicago; now, therefore,

Be It Resolved by the City Council of Chicago, That we, the Mayor and members of the City Council do memorialize the Illinois Congressional Delegation to support full maintenance of the Community Reinvestment Act; and

Be It Further Resolved, That copies of this resolution be transmitted to all members of the Illinois Congressional Delegation as evidence of our support.

COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION
AND PUBLIC UTILITIES.

AMENDMENT OF TITLE 16 OF MUNICIPAL CODE OF
CHICAGO BY ADDITION OF NEW CHAPTER 6
ENTITLED "FLOOD CONTROL".

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having had under consideration a proposed ordinance introduced by Mayor Richard M. Daley (referred to committee June 12, 1991) requiring special permits for building in flood areas, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by all the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) EDWIN W. EISENDRATH,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs, including the passage of ordinances for the protection of the public health, safety and welfare; and

WHEREAS, The City of Chicago is bordered and traversed by major bodies of water which at times may overrun their banks; and

WHEREAS, The City Council finds that it is in the interest of the public health, safety and welfare to pass an ordinance intended to prevent developments from increasing flood or drainage hazards to others; to protect new buildings and major improvements to buildings from flood damage; to protect human life and health from the hazards of flooding; to lessen the financial burden on the public for flood control projects, repairs to flood-damaged public facilities and utilities, and flood rescue and relief operations; to maintain property values and a stable tax base by minimizing the potential for creating flood blighted areas; and to make federally subsidized flood insurance available for property in the City by fulfilling the requirements of the National Flood Insurance Program; now, therefore,

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

SECTION 1. The City Council adopts the statements contained in the preamble as its legislative findings, as if the same were fully set out herein.

SECTION 2. The ordinance passed by the City Council of the City of Chicago on June 26, 1981, and published at pages 6442 -- 6444 of the Journal of Proceedings of the City Council of said date is hereby repealed in its entirety.

SECTION 3. The Municipal Code of Chicago is hereby amended by adding a new Chapter 16-6, entitled "Flood Control", as follows:

16-6-010. Definitions. Unless defined in this section, words or phrases used in this chapter shall have the meanings they have in common usage. Whenever used in this chapter, the following words and phrases shall have the following meanings:

(a) "Base Flood" or "100 Year Flood" means the flood having a one percent probability of being equaled or exceeded in any given year.

(b) *"Base Flood Elevation" means, for the following bodies of water:*

(i) *For the north branch of the Chicago River, the Des Plaines River and Willow Creek: as delineated in the 100 year flood profiles in the Flood Insurance Study of the city prepared by F.E.M.A., transmitted by F.E.M.A. to the city and on file in the Department of Planning.*

(ii) *For Lake Michigan: 585 feet above mean sea level, as reported in Revised Report of Great Lakes Open-Coast Flood Levels (United States Army Corps of Engineers, April, 1988).*

(iii) *For each S.F.H.A. designated as an "AH Zone" or "AO Zone" in the Flood Insurance Rate Map: the elevation or depth indicated in the map.*

(iv) *For each S.F.H.A. designated as an "A Zone" in the Flood Insurance Rate Map, the base flood elevation shall be determined from the best data available from Illinois State Water Survey Floodplain Information Repository, I.D.O.T./D.W.R. or other reliable sources.*

(c) *"Building" means any structure built for the support, shelter, or enclosure of persons, animals, chattels, or movable property of any kind; a gas or liquid storage tank; a manufactured home or a prefabricated building. "Building" also includes recreational vehicles and travel trailers to be installed on a site for more than 180 days.*

(d) *"Development" means any man-made change to improved or unimproved real estate, including but not limited to:*

(i) *constructing, reconstructing or placing a building or any addition to a building, if the work is valued at more than \$1,000;*

(ii) *installing a manufactured home on a site, preparing a site for a manufactured home, or installing a travel trailer on a site for more than 180 days;*

(iii) *installing utilities, construction of roads, or similar projects;*

(iv) *drilling, mining, filling, dredging, grading, excavating or other nonagricultural alterations of the ground surface;*

(v) *storing materials;*

(vi) *any other activity that might change the direction, height, or velocity of flood or surface waters, including filling of waters below the Base Flood Elevation.*

"Development" does not include: resurfacing roads; gardening, plowing and similar agricultural practices that do not involve filling, grading, or construction of levees; non-substantial repair or maintenance to existing buildings or infrastructure, such as bridges, viaducts, sewers and sidewalks. Repair or maintenance work is considered non-substantial if the work is valued at less than 50% of the market value of the building or infrastructure (or replacement value, if no applicable market value of the infrastructure feature is available prior to the work).

(e) *"Permit" means any permit or license issued by the City of Chicago and required for any development.*

(f) *"Elevation" means the actual elevation of a site, measured against Chicago city datum or mean sea level, as reported by a registered professional engineer or surveyor. Where no such elevation datum exists, ordinance curb grade may be substituted.*

(g) *"F.E.M.A." means the Federal Emergency Management Agency or its successor agencies.*

(h) *"Flood" or "Flooding" means those surface waters causing a general and temporary condition of inundation of normally dry land areas from the overflow, the unusual and rapid accumulation, or the runoff of such surface waters from any source.*

(i) *"Flood Insurance Rate Map" or "F.I.R.M." means the map of the City of Chicago on which the Federal Emergency Management Agency has delineated both the areas of Special Flood hazards and the risk premium zones applicable to portions of the city.*

(j) *"Floodway" means that portion of the Special Flood Hazard Area ("S.F.H.A.") required to store and convey the base flood, and designated as follows:*

(i) *for the S.F.H.A.s of the Des Plaines River, Willow Creek, and the North Branch of the Chicago River: as shown in the Flood Boundary and Floodway Map prepared by F.E.M.A. and transmitted to the city's Commissioner of Planning.*

(ii) *for the remaining S.F.H.A.s of the City: shall be according to the best data available from the Illinois State Water Survey Floodplain Information Repository or the Illinois Division of Water Resources.*

(k) "Flood Protection Elevation" or "F.P.E." means the base flood elevation plus one foot at any given location in the S.F.H.A.

(l) "I.D.O.T./D.W.R." means the State of Illinois Department of Transportation, Division of Water Resources and its successor agencies.

(m) "Issuing Department" means any department or agency of the city government responsible for reviewing an application for permits for any development, or for reviewing the adequacy of any development under the Municipal Code.

(n) "National Flood Insurance Program" or "N.F.I.P." means the federal program that allows property owners in certain communities to purchase federally backed flood insurance.

(o) "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream or brook.

(p) "Riverine S.F.H.A." means any S.F.H.A. subject to flooding from a river, creek, intermittent stream, ditch, or any other identified channel. This term does not include areas subject to flooding from lakes (except public bodies of water), ponding areas, areas of sheet flow, or other areas not subject to overbank flooding.

(q) "Site" means a zoning lot or a tract of land identified in a permit application by its owner or developer as a single tract to be used, developed or built upon as a unit, under single ownership or control.

(r) "Special Flood Hazard Area" or "S.F.H.A." means lands subject to inundation by the base flood.

16-6-020. Compliance with Chapter. No development in the S.F.H.A. shall be commenced, continued or altered except in compliance with the terms of this Chapter and all other applicable law. The requirements of this Chapter shall be in addition to all other provisions of this code applicable to the issuance of a permit.

16-6-030. Review of Applications. On receipt of a permit application, an Issuing Department shall either ensure that the application has been reviewed by the Zoning Administrator or determine whether the development is in the S.F.H.A. If the Zoning Administrator or the Commissioner of the Issuing Department determines that the proposed site of the development may be within the S.F.H.A., he shall inscribe "Flood Hazard Area" in permanent ink on the face of the application and deliver it to the Commissioner of Planning for S.F.H.A. site confirmation and establishment of the F.P.E. No permit shall be issued for the proposed development until the requirements of this Chapter have been met, and no

development in the S.F.H.A. shall commence until the required permits are obtained.

16-6-040. Additional Information Required. (a) On being advised that a permit application is subject to flood control requirements, the Issuing Department shall require the applicant to submit the following information, which the Issuing Department shall transmit to the Commissioner of Planning, to the extent not included in the original application, as an additional condition to issuance of the requested permit:

(i) design drawings of the site, drawn to scale showing property line dimensions;

(ii) existing grade elevations and all changes in grade resulting from excavation or filling in connection with the proposed development;

(iii) the location and dimensions of all buildings, additions to buildings and other structures to be added to the site in connection with the development;

(iv) the elevation of the lowest floor (including basement) of all proposed buildings subject to the requirements of Section 16-6-060 of this Chapter; and

(v) upon request, certification by a registered professional engineer that the proposed development complies with the requirements of this Chapter.

(b) Applicants filing applications for manufactured home parks, annexation agreements, planned developments, subdivisions, and additions to manufactured home parks and subdivisions, which are greater than five acres or five zoning lots, whichever is lesser, shall also furnish to the Commissioner of Planning:

(i) a signed statement by a registered professional engineer that the plat or plan accounts for changes in the drainage of surface waters in accordance with the Illinois Plat Act, as amended. A copy of the statement shall be provided to the Commissioner of Sewers for review and approval;

(ii) base flood elevation data. Where base flood elevation is not available from an existing study filed with the Illinois State Water Survey, the applicant shall be responsible for calculating the base flood elevation and submitting it to the State Water Survey for review and approval as best available elevation data.

16-6-050. Development Standards. (a) No development in the S.F.H.A. shall include locating or storing chemicals, explosives, buoyant materials, flammable liquids, pollutants, human fecal sewage, or other hazardous or toxic materials or wastes below the F.P.E., unless such materials or wastes are stored in a storage tank or flood-proofed building constructed according to the requirements of this Chapter. New and replacement sanitary sewer lines and on-site waste disposal systems may be permitted providing that they, and all above-ground openings located below the F.P.E., are watertight.

(b) Within the Floodway, no development shall be allowed which, acting in combination with existing or reasonably expected future similar developments, will cause any increase in the base flood elevation, unless:

(i) the total cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the base flood elevation more than one foot, or any lesser amount allowed by I.D.O.T./D.W.R., for the affected hydraulic reach of the stream and will not increase flood damages or potential flood damages;

(ii) a permit has been issued by I.D.O.T./D.W.R., if required;

(iii) for a project involving channel modifications or fill (including levees), the developer has prepared and submitted to the Issuing Department data satisfactory to F.E.M.A. for revision of the applicable flood data, including the F.E.M.A. maps.

(c) Within all Riverine S.F.H.A.s, the following development activities may be undertaken; provided that they do not involve placement of fill, change of grade or construction in the normal channel, and that they meet all other requirements of this Chapter and the Municipal Code:

(i) Construction of wells, storage tanks for pumped sanitary sewage, and underground utility lines that do not cross a lake or stream;

(ii) Installation of light poles, sign posts and similar structures;

(iii) Construction of sidewalks, driveways, athletic fields (excluding fences), patios and similar surfaces, if built at grade;

(iv) Construction of properly anchored, unwallled, open structures such as playground equipment, pavilions and carports;

(v) Placement of properly anchored buildings not exceeding 70 square feet in size, nor 10 feet in any dimension (e.g., animal shelters and tool sheds);

(vi) Construction of additions to existing buildings which (1) do not increase the first floor area by more than 20%, (2) are located on the upstream or downstream side of the existing building, and (3) do not extend beyond the sides of the existing building that are parallel to the flow of flood waters;

(vii) The total cumulative effect of the proposed development, when combined with all other existing and reasonably anticipated development, will not increase the base flood elevation more than one foot, or any lesser amount allowed by I.D.O.T./D.W.R. for the affected hydraulic reach of the stream and will not increase flood damages or potential flood damages.

(d) Within all Riverines, in addition to the restrictions described in subsection (c) of this section, no development activity may be undertaken if the total cumulative effect of the proposed development, when combined with all other existing and reasonably anticipated development, will increase the base flood elevation more than one foot, or any lesser amount allowed by I.D.O.T./D.W.R. for the affected hydraulic reach of the stream, or will increase flood damages or potential flood damages.

16-6-060. Protection of Buildings. A building within a development to be located in the S.F.H.A. shall be protected from flood damage below the F.P.E. in accordance with Section 16-6-070 if:

(a) construction or placement of a new building is valued at more than \$1,000;

(b) structural alterations made to an existing building increase the floor area by more than 20%, or the market value of the building by more than 50%;

(c) reconstruction or repairs made to a damaged building are valued at or more than 50% of the market value (or replacement value, if no applicable market value) of the building before the damage occurred;

(d) a manufactured home is installed on a new site or a new manufactured home is installed on an existing site; this requirement does not apply to returning a manufactured home to the same site it lawfully occupied before it was removed to avoid flood damage; and

(e) the building is a travel trailer installed on a site for more than 180 days.

16-6-070. Means of Protection. Buildings within developments located in the S.F.H.A. that are subject to Section 16-6-060 must meet the protection requirements described in this section.

(a) If a building is constructed on permanent landfill:

(i) The fill shall be placed in layers no greater than one foot deep before compaction;

(ii) The foundation and supporting members shall be anchored and aligned in relation to flood flows and adjoining structures so as to minimize exposure to known hydrodynamic forces such as current, waves, ice and floating debris;

(iii) All areas below the F.P.E. shall be constructed of materials resistant to flood damage. The lowest floor (including basement) and all electrical, heating, ventilating, plumbing and air conditioning equipment and utility meters shall be located at or above the F.P.E. Water and sewer pipes, electrical and telephone lines, submersible pumps and other waterproofed service facilities may be located below the F.P.E.

(b) If a building is elevated:

(i) The building improvements shall be elevated on crawl space, walls, stilts, piles, or other foundation, provided the walls have permanent openings no more than one foot above grade and the walls and floor are not subject to damage by hydrostatic pressures associated with the base flood.

(ii) The foundation and supporting members shall be anchored and aligned in relation to flood flows and adjoining structures so as to minimize exposure to known hydrodynamic forces such as current, waves, ice and floating debris.

(iii) All areas below the F.P.E. shall be constructed of materials resistant to flood damage. The lowest floor (including basement) and all electrical, heating, ventilating, plumbing and air conditioning equipment and utility meters shall be located at or above the F.P.E. Water and sewer pipes, electrical and telephone lines, submersible pumps and other waterproofed service facilities may be located below the F.P.E.

(c) A non-residential building not built on permanent landfill and not elevated shall be flood-proofed in accordance with the following:

(i) A registered professional engineer shall certify that the building has been designed so that below the F.P.E., the structure and attendant utility facilities are watertight and capable of resisting the effect of the base flood. The building design shall take into account flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, the effects of buoyancy, and impacts from debris or ice.

(ii) Flood-proofing measures shall be operable without human intervention and without an outside source of electricity.

(d) If a manufactured home or travel trailer is to be installed on a site for more than 180 days, it shall be elevated at or above the F.P.E. and anchored to resist flotation, collapse or lateral movement by being tied down in accordance with the rules and regulations issued pursuant to the Illinois Home Tie-Down Act, as amended.

16-6-080. *Duties of Issuing Departments.* The head of each Issuing Department shall have the following duties and responsibilities:

(a) Ensure that all developments within the S.F.H.A. meet the requirements of this chapter, and attach to permit(s) evidence that the plans for such projects have been reviewed and approved as to compliance with this Chapter.

(b) Inspect and monitor all development projects within the S.F.H.A. for which the department has issued a development permit, to assure compliance with the provisions of this chapter.

(c) Identify any floodplain development application within the S.F.H.A., which has not previously been reviewed by the Zoning Administrator and notify the Commissioner of Planning.

(d) Determine, after receipt of comments by the Commissioner of Planning, any request for a variance from the requirements of this Chapter, pursuant to the authority of the Issuing Department.

(e) Assure that construction authorization has been granted by I.D.O.T./D.W.R. for all development projects subject to this chapter, requiring such authorization and maintain a record thereof.

(f) Provide to the Commissioner of Planning copies of all development permits issued by their department for all development or sites within the S.F.H.A., necessary I.D.O.T./D.W.R. permits, and evidence that the plans for such projects have been reviewed and approved as to compliance with this Chapter.

(g) Provide information and assistance to citizens upon request about permit procedures and floodplain construction techniques.

16-6-090. Duties of the Buildings Commissioner. The Buildings Commissioner shall have the following additional duties and responsibilities:

(a) Maintain records and provide copies to the Commissioner of the Department of Planning of all certified registered engineers' certificates and the "as built" flood-proofed elevation of all buildings subject to this chapter.

(b) Maintain records and provide copies to the Commissioner of the Department of Planning of all "as built" elevations of the lowest floor (including basement) of all buildings subject to this Chapter.

16-6-100. Duties of the Commissioner of Planning. The Commissioner of Planning shall have the following additional duties and responsibilities:

(a) Review all development applications submitted by the Zoning Administrator and notify other Issuing Departments as to those applications which fall within the S.F.H.A.

(b) Compare the elevation of the site to the base flood elevation for all developments located within the S.F.H.A.

(c) Maintain records of proposed developments within the S.F.H.A.

(d) Receive from the Issuing Departments copies of all development permit applications, permits, and as-built certifications reviewed by the departments of developments that fall within the S.F.H.A., maintain a file of all such copies received, and submit reports of such permits to F.E.M.A.

(e) Coordinate with state and federal agencies to improve base flood and floodway data, and to improve the administration of this Chapter.

(f) Notify all Issuing Departments of proposed development projects within the S.F.H.A., and coordinate review by the departments of such projects.

(g) Notify all Issuing Departments of receipt of any revised F.E.M.A. maps or other relevant data, maintain them on file and distribute copies to the Issuing Departments.

(h) *Maintain for public inspection base flood data, S.F.H.A. maps, copies of federal and state permit documents and "as built" elevation and floodproofing data for all buildings constructed subject to this Chapter.*

(i) *Promulgate Planned Development Rules as to the requirements of this Chapter.*

(j) *Upon notification by the Issuing Department considering a variance request, respond in writing as to the variance in terms of the requirements of this Chapter.*

16-6-110. Work Performed by City. Development projects located within the S.F.H.A. and performed by the city shall not commence unless the Commissioner of Planning has received notice and a description of the proposed project containing the information described in Section 16-6-040 and has determined that the development complies with all terms of this Chapter.

16-6-120. General Considerations. The City of Chicago shall take into account flood hazards, to the extent that they are known, in all official actions related to land management, use and development.

16-6-130. Variances. (a) Whenever the standards of this Chapter place undue hardship on a specific development proposal, any person may apply for a variance from the requirements of this Chapter. Application for a variance from any requirement of this Chapter shall be made to the Commissioner of the Issuing Department with jurisdiction for that requirement. The Commissioner of the Issuing Department shall notify the applicant in writing that a variance from the requirements of this Chapter will have the following consequences:

(i) result in increased premium rates for flood insurance up to amounts that may be as high as \$25 for \$100 of insurance coverage;

(ii) increase the risks to life and property; and

(iii) require that the applicant acknowledge in writing that the applicant has knowledge of these risks and that the applicant assumes all of the risk and liability entailed in proceeding subject to the variance.

(b) No variance shall be granted unless the applicant demonstrates that:

(i) the development activity cannot be located outside the S.F.H.A.;

(ii) *an exceptional hardship would result if the variance were not granted;*

(iii) *the relief requested is the minimum necessary;*

(iv) *there will be no additional threat to public health or safety, nor the creation of a nuisance if the variance is granted;*

(v) *there will be no additional public expense for flood protection, rescue or relief operations, policing, or repairs to roads, utilities, or other public facilities.*

(c) *The Commissioner of an Issuing Department shall submit the request to the Commissioner of Planning for review and comment, and shall consider the written comments received from the Commissioner of Planning in granting or denying the variance.*

(d) *Variances to the building protection requirements of this Chapter requested in connection with the reconstruction, repair or alteration of a site or building included on the National Register of Historic Places or the Illinois Register of Historic Places may be granted using criteria more permissive than the requirements of subsection (b) of this section.*

16-6-140. *Review of Elevations. Upon receipt of proper documentation indicating that land is higher than the base flood elevation as of the date of the site's first Flood Insurance Rate Map identification, the Commissioner of the Department of Planning may determine that the site is not subject to the requirements of this Chapter.*

16-6-150. *Penalties. a) Failure to obtain a permit for development in the S.F.H.A. or failure to comply with the requirements of a permit or conditions of a variance resolution issued pursuant to this Chapter, or failure to otherwise comply with the provisions of this Chapter, is hereby declared to be an abatable nuisance. Upon due investigation, the city shall notify the owner in writing of the violation, and that the violation is considered a willful act to increase flood damages and may result in suspension or revocation of the coverage afforded by a Standard Flood Insurance Policy.*

b) If the owner fails after ten days of the issuance of notification of the violation to correct the violation, the Corporation Counsel may file an appropriate action in the appropriate court for an injunction, requiring conformance with this Chapter, and for a fine for violations of the Chapter, and to obtain any other relief as the court deems necessary to secure compliance with this Chapter.

c) Any person who violates this Chapter shall upon conviction be fined not less than \$200 nor more than \$500 for each violation of this Chapter. A

separate and distinct offense shall be deemed committed for each day a violation occurs or is allowed to remain. Nothing herein shall prevent the city from taking such other lawful action to prevent or remedy any violations. All costs connected with enforcing this Chapter shall accrue to the person or persons responsible.

16-6-160. Other Restrictions on Land Use. Whenever the terms of this Chapter conflict with the terms of any easement, covenant or other recorded restriction on the use of land, the term more restrictive of development in the S.F.H.A. will prevail.

16-6-170. Disclaimer of Liability. Nothing in this Chapter creates or constitutes any warranty or representation, express or implied, that any development whether located inside or outside the S.F.H.A. will not be affected by flooding or damage. Nothing in this Chapter abrogates or affects in anyway the application of the Local Governmental and Governmental Employees Tort Immunity Act, as amended, to decisions of the city, its officers, employees or agents in the enforcement or administration of this Chapter.

SECTION 4. This ordinance shall take effect 30 days after its passage.

Action Deferred -- AMENDMENT OF TITLE 4, CHAPTER 100
OF MUNICIPAL CODE OF CHICAGO BY INSERTING
NEW SECTION 35 ENTITLED "CONTROL OF
PETROLEUM LIQUID STORAGE,
LOADING AND TRANSFER".

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report which was, on motion of Alderman Huels and Alderman Burke, *Deferred* and ordered published:

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having had under consideration a proposed ordinance introduced by Alderman Edwin Eisendrath (in committee on June 26, 1991) mandating installation of vapor recovery devices at service stations, begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) EDWIN W. EISENDRATH,
Chairman.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by inserting a new Section 4-100-35, entitled "Control of Petroleum Liquid Storage, Loading and Transfer", to read as follows:

4-100-35.1 Definitions.

The following words and phrases used in this Section shall have the following meanings:

"Commissioner" shall mean the Commissioner of the Department of Consumer Services.

"Department" shall mean the Department of Consumer Services.

"Gasoline transport vehicle" shall mean any tank truck, trailer, or railroad tank car, with a capacity of 300 gallons or more, used for the transportation of gasoline.

"Monthly throughput" shall mean the amount of gasoline transferred into or dispensed from a defined motor vehicle dispensing facility during any calender month.

"Motor vehicle dispensing facility" shall mean any site where gasoline is dispensed from any storage container(s) into vehicle fuel tanks or into portable containers used to fuel any vehicle motor.

"Vapor Collection and Control System" shall mean a system where at least 90 percent, by weight, of gasoline vapors that are displaced or drawn from a motor vehicle fuel dispensing tank during refueling are removed to a vapor-tight holding system or other system preventing release of the

vapors into the atmosphere pending pick-up of the vapor by a gasoline transport truck and the transportation of the vapor by a gasoline transport truck and the transportation of the vapor to a refinery for returning of the vapor to gasoline.

4-100-35.2

- (A) *No owner or operator of a motor vehicle fuel dispensing facility shall cause or allow the dispensing of gasoline at any time unless the motor vehicle fuel dispensing facility is equipped with and uses at all times a vapor collection and control system which has been certified and is properly installed and operated in accordance with paragraph 4-100-35.2(B).*
- (B) *For purposes of this provision, no certified vapor collection and control system shall be used or maintained unless the installation of said system at the facility has been certified by the Commissioner. It shall be the responsibility of the owner or operator of the subject motor vehicle fuel dispensing facility to provide proof to the Commissioner that the vapor collection and control system, as installed, meets the requirements for certification.*
- (C) *The owner or operator of a motor vehicle fuel dispensing facility shall, by the application date specified in 4-100-35.3, train and instruct operators and employees of the motor vehicle fuel dispensing facility in the proper operation and maintenance of the vapor collection and control system.*
- (D) *The owner or operator of a motor vehicle fuel dispensing facility shall maintain all vapor collection and control equipment in accordance with manufacturer's specifications and the Commissioner's certification.*
- (E) *The owner or operator of a motor vehicle fuel dispensing facility shall post operating instructions for dispensing motor vehicle fuel using the vapor collection and control system in a conspicuous and readily visible place within the motor vehicle fuel dispensing area. The physical specifications and language of these instructions must at a minimum include:*
 - (1) *A clear description of how to correctly dispense motor vehicle fuel using the system;*
 - (2) *A warning not to attempt continued refueling after automatic shutoff;*

- (3) *The telephone number of the Department to report any problems experienced with the vapor collection and control system; and*
- (4) *A warning that breathing gasoline vapors is hazardous to human health.*
- (F) *No owner or operator of a motor vehicle fuel dispensing facility shall modify, remove, replace, add or otherwise change or render inoperative any element or component of the vapor collection and control system which would render the system incapable of collecting gasoline vapors in accordance with the Commissioner's certification for the system and installation.*
- (G) *No owner or operator of a motor vehicle fuel dispensing facility shall knowingly allow the use of vapor collection and control system equipment with defective, malfunctioning or missing components.*
- (H) *No person shall sell, or offer for sale, any new or rebuilt vapor collection and control system equipment for use within the City of Chicago, unless the components and parts are produced by a certified manufacturing company and/or certified rebuilding company.*
- (I) *The Commissioner may suspend or revoke the certification of a vapor collection and control system installation at a motor vehicle fuel dispensing facility due to malfunction of the system or its components, or misuses or tampering with the system by the owner or operator of the motor vehicle fuel dispensing facility.*

4-100-35.3 Compliance Schedule.

The owner or operator of a motor vehicle fuel dispensing facility shall comply with all provisions of the Section in accordance with the earliest date of the following schedule:

- (A) *Any motor vehicle fuel dispensing facility which repairs or replaces existing gasoline storage tanks or installs new gasoline storage tanks, shall at the same time install a certified vapor collection and control system on the tank;*
- (B) *All motor vehicle fuel dispensing facilities with an average monthly throughput of gasoline in the amount of 40,000 gallons*

or more, shall install and have properly working, certified vapor collection and control devices on all their gasoline dispensing tanks and hoses within one and one-half years of the effective date of this ordinance;

- (C) All motor vehicle fuel dispensing facilities with an average monthly throughput of gasoline in an amount less than 40,000 gallons shall install and have properly working certified vapor collection and control devices on all their gasoline dispensing tanks and hoses within two and one-half years of the effective date of this ordinance;*
- (D) However, an owner or operator of a motor vehicle fuel dispensing facility may obtain a five year extension for installing and operating a certified vapor collection and control device on tanks and hoses by filling out a certification, supported by affidavit, that the storage tanks in question will be replaced within five years, and that the necessary vapor collection and control devices will be installed and operational at the completion of the tank replacement.*

4-100-35.4 Testing And Monitoring.

The owner or operator of a motor vehicle fuel dispensing facility shall upon written notice from the Commissioner, in accordance with methods approved by the Commissioner, perform or have performed tests to demonstrate compliance with the terms of this Section.

4-100-35.5 Recordkeeping And Reporting.

- (A) The owner or operator of a motor vehicle fuel dispensing facility shall report in writing to the Commissioner on or before the 90th day of the effective date of this ordinance, when the facility shall come into compliance with the terms of this Section. It shall be the responsibility of the owner or operator to provide written proof to the Commissioner demonstrating that the identified compliance date is in accord with the due dates set forth in this Section.*
- (B) The owner or operator of a motor vehicle fuel dispensing facility shall, at least 30 calendar days before the installation of the vapor collection and control system, notify in writing the Commissioner of the actual dates of installation and the specific type of vapor collection and control system to be installed.*

- (C) *The owner or operator of a motor vehicle fuel dispensing facility, in the event of a defect or malfunction which renders the vapor collection and control system incapable of being operated in accordance with the manufacturer's specifications and/or the Commissioner's certification, shall report the defect or malfunction to the Commissioner within one business day of discovery of such breakdown. Such report shall identify the time, specific location, equipment involved, and the causes of the malfunction.*
- (D) *The owner or operator of a motor vehicle fuel dispensing facility must report in writing to the Commissioner on or before April 1 of each year the type and duration of any defect or malfunction of the vapor collection and control system which occurred during the previous calendar year, and the repairs undertaken to correct and prevent re-occurrence of the malfunction. In addition, a record of the type and duration of such malfunctions and the repairs undertaken to correct and prevent re-occurrence of the malfunction must be maintained at each facility for a period of five years, and made available for inspection by the Department at any time.*

4-100-35.6 Gasoline Transport Vehicles.

- (A) *No owner or operator of a gasoline transport vehicle shall allow said vehicle to be filled or emptied unless the vehicle:*
 - (1) *Sustains a pressure change of not more than three inches of water in five minutes when pressurized to a gauge pressure of eighteen inches of water and evacuated to a gauge pressure of six inches of water;*
 - (2) *Is repaired by the owner or operator within fifteen days after failing to meet the pressure change standard.*
- (B) *All gasoline transport vehicles must be tested annually by the owner or owner's agent using test methods acceptable to the Commissioner.*
- (C) *All gasoline transport vehicles must undergo a pressure-vacuum test within one year after the effective date of this Section, and each succeeding test is to be done within one year of the previous test.*

- (D) *During the loading or unloading of a gasoline transport vehicle, leakage from any component of the gasoline transport vehicle or the vapor collection and control system shall not equal or exceed 100 percent of the lower explosive limit (L.E.L. measured as propane) when measured at a distance of one inch with a combustible gas detector. No avoidable visible liquid leak from such components is allowed. Components of the transport vehicle or vapor collection and control systems include all piping, seals, hoses, connections, pressure-vacuum seals, and other possible leak sources. The combustible gas detector used for determining compliance with this standard shall have minimum range of 0-100 percent of the L.E.L. as propane, a probe with an internal diameter of 1/4 inch, and a response time less than 8 seconds with sampling line and probe attached, and be properly calibrated.*
- (E) *No owner or operator of a gasoline transport vehicle shall allow said vehicle to be loaded under a pressure exceeding eighteen inches of water gauge, or to be unloaded under a vacuum exceeding six inches of water gauge.*
- (F) *No owner or operator of a gasoline transport vehicle shall allow the vehicle to be loaded or unloaded or in motion unless the dome covers on the vehicles are closed, except with vehicles that are hatch loaded.*
- (G) *The owner or operator of any gasoline transport vehicle shall maintain the following records:*
 - (1) *Pressure-vacuum test and repairs, which include identification of the vehicle, the results of the test, the test and repair dates, and the nature of the repairs;*
 - (2) *A copy of the most recent pressure-vacuum test, kept in the transport vehicle itself;*
 - (3) *Such records to be maintained for a period of five years, and be available to the Commissioner upon request.*

SECTION 2. The Commissioner shall promulgate regulations to implement the terms of this ordinance within 90 days of the effective date of this ordinance.

SECTION 3. If any provision, clause, sentence, paragraph, section, part or application of this ordinance shall be adjudged by any court to be unconstitutional or invalid, the judgment shall not affect, impair or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been

passed had such unconstitutional or invalid provision, clause, sentence, paragraph, part or application thereof not been included.

SECTION 4. This ordinance shall be in full force and effect 25 days after state and/or local regulations requiring the use of vapor collection and control systems in motor vehicle fuel dispensing facilities are promulgated for not less than 33% of the municipalities located in the northern Illinois ozone non-attainment district exclusive of the City of Chicago as defined by the Illinois Environmental Protection Agency and federal Environmental Protection Agency.

Action Deferred -- GOVERNOR JAMES EDGAR AND ILLINOIS
GENERAL ASSEMBLY URGED TO CONTINUE
APPROPRIATION OF FUNDS FOR CLEANUP
OF TOXIC SITES IN LAKE
CALUMET REGION.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report which was, on motion of Alderman Huels and Alderman Burke, *Deferred* and order published:

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having had under consideration a proposed resolution (which was referred on May 9, 1991) introduced by Alderman John Buchanan calling upon the State of Illinois to appropriate funds for the cleanup of toxic sites on the southeast side, begs leave to report and recommend that Your Honorable Body adopt the proposed resolution transmitted herewith.

This recommendation was concurred in by all the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) EDWIN W. EISENDRATH,
Chairman.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, The Lake Calumet Area of the southeast side of Chicago has suffered for decades with dumping of all kinds of illegal, contaminated and unhealthy waste products; and

WHEREAS, These illegal, contaminated and unhealthy waste products have grown to such proportions as to result in dangerous levels of air pollutants and the potential danger to our water supply in Lake Michigan; and

WHEREAS, Years of pleading to governmental agencies for programs to clean up this contaminated area have gone unanswered until a State of Illinois appropriation to the Illinois Environmental Protection Agency offered hope; and

WHEREAS, This appropriation directed the construction of a movable incinerator to be placed in an area so as to clean areas known as the Paxton Lagoons, the Auburn Site, to name a few; and

WHEREAS, The funding has been depleted to where this incinerator installation will be torn down and moved, and the large area of dangerously contaminated soil will just remain; now, therefore,

Be It Resolved, That the Mayor and the City Council do memorialize the Governor of the State of Illinois and the members of the General Assembly to immediately continue an appropriation to the Illinois Environmental Protection Agency sufficient to complete the cleanup of the Paxton Lagoons, the Auburn Site and all other heavily contaminated areas in this Lake Calumet Region, thereby protecting future generations from the dangers of the expanding areas, eventually reaching to our Lake Michigan and our precious water supply.

Action Deferred -- EXPRESSION OF SUPPORT FOR
IMPLEMENTATION OF QUALIFIED CALLER
ID. TELEPHONE SERVICES
WITHIN CITY LIMITS.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report which was, on motion of Alderman Stone and Alderman Buchanan, *Deferred* and ordered published:

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having had under consideration a proposed resolution introduced by Alderman Eisendrath as a substitute to a resolution introduced by Alderman Shiller (in committee on June 26, 1991) to set city policy regarding Caller ID. begs leave to report and recommend that Your Honorable Body adopt the proposed substitute resolution transmitted herewith.

This recommendation was concurred in by all the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) EDWIN W. EISENDRATH,
Chairman.

The following is said proposed substitute resolution transmitted with the foregoing committee report:

WHEREAS, The Illinois Commerce Commission has held hearings and is currently considering the proposals of two Chicago area telephone companies to offer a service known as Caller ID.; and

WHEREAS, Caller ID. displays the phone number of an incoming call before the phone is answered; and

WHEREAS, Blocking prevents the phone number of the telephone from which a call is made to be displayed to the called party, with "per-call" blocking permitting the caller to enter a special code each time he or she wishes to prevent his or her number from being transmitted to the called party's Caller ID. display device, while "per-line" blocking permits the telephone company to program a telephone line so that the caller's number is never displayed on the called party's Caller ID. display device; and

WHEREAS Illinois Bell Telephone Company proposes to offer Caller ID. without blocking; and

WHEREAS, Central Telephone Company proposes to offer Caller ID. with free per-call blocking; and

WHEREAS, Caller ID. has both potential benefits and potential problems for the City of Chicago and its residents; and

WHEREAS, Caller ID. has the potential for deterring obscene and harassing calls; and

WHEREAS, Caller ID. gives telephone customers the ability to screen their calls and therefore have more control over incoming calls; and

WHEREAS, Caller ID. may help save lives by permitting the tracing of incomplected calls for help; and

WHEREAS, On the other hand, the implementation of Caller ID. could deter and thereby undermine the use of City of Chicago hot lines and other services that currently promise anonymity; and

WHEREAS, Caller ID. could disrupt governmental agencies' law enforcement operations; and

WHEREAS, The implementation of Caller ID. could also have a detrimental impact upon domestic violence shelters, as well as other social service agencies and the clientele they serve; and

WHEREAS, Businesses that engage in redlining could use Caller ID. to further this illegal activity; and

WHEREAS, The City of Chicago recognizes the importance to its residents of protecting their privacy when using the telephone; and

WHEREAS, Consumers of telephone services should be offered a maximum number of choices in order to decide for themselves the degree of privacy they wish to maintain with respect to their use of the telephone; and

WHEREAS, Persons on low and fixed incomes who might benefit from the proposed Caller ID. services may lack the financial resources to purchase them, unless provision is made to subsidize such users; and

WHEREAS, Some people with disabilities may require special adaptive equipment in order to use Caller ID. services, which adaptive equipment may be beyond their financial resources to purchase without financial assistance; and

WHEREAS, A majority of the jurisdictions across the nation that have reviewed Caller ID. have permitted Caller ID. but only with some form of free blocking so that consumers may choose to what extent they wish to participate in a Caller ID. environment; and

WHEREAS, There is presently pending in the United States Congress legislation that would mandate free per-call blocking throughout the United States; now, therefore,

Be It Resolved, That the Mayor and the City Council support the implementation of Caller ID. in the Chicago area but only if it is accompanied by the following consumer protections: free per-call blocking; free per-line blocking for at least residential users, social service agencies and governmental entities; free adaptive accessories for Caller ID. equipment for people with disabilities; and subsidies for low income users of Caller ID.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPOINTMENT OF MS. ALLISON DAVIS AS MEMBER
OF CHICAGO PLAN COMMISSION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by Mayor Richard M. Daley appointing Allison Davis as a member of the Chicago Plan Commission for a term ending January 25, 1996 to succeed Charles Haffner, 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 Troutman, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Allison Davis as a

member of the Chicago Plan Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

AMENDMENT NUMBER THREE TO MONTEREY-VINCENNES
REDEVELOPMENT PLAN.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of Urban Renewal authorizing the approval of Amendment No. 3 to the Monterey-Vincennes Redevelopment Plan, 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Monterey-Vincennes Redevelopment Plan, as amended; and

WHEREAS, The Department of Urban Renewal Board, by Resolution 90-DUR-18, adopted on July 17, 1990, approved Plan Amendment No. 3 to said Plan, which Amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, Amendment No. 3 will change the Land Use Map and the related portion of the text of the Redevelopment Plan to increase the maximum allowable number of units for Disposition Parcel R-1, located at 11226 -- 11258 South Vincennes Avenue, from twenty (20) units per acre to a total of twenty-four (24) units for the parcel; and

WHEREAS, The City Council has reviewed Amendment No. 3, and it is the consensus of the City Council that said Plan, as amended, constitutes a Redevelopment Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 3 to the Monterey-Vincennes Redevelopment Plan, as amended, dated July, 1990, which is incorporated herein by this reference, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Amendment Number Three attached to this ordinance reads as follows:

Amendment No. 3

To The

Monterey-Vincennes Redevelopment Plan.

The Redevelopment Plan for Slum and Blighted Area Redevelopment Project Monterey-Vincennes, as approved by the City Council in May, 1979, together with Amendment No. 1, dated December, 1985, approved by the City Council on April 16, 1986; and Amendment No. 2, dated June, 1989, approved by the City Council on September 13, 1989, is hereby amended as follows:

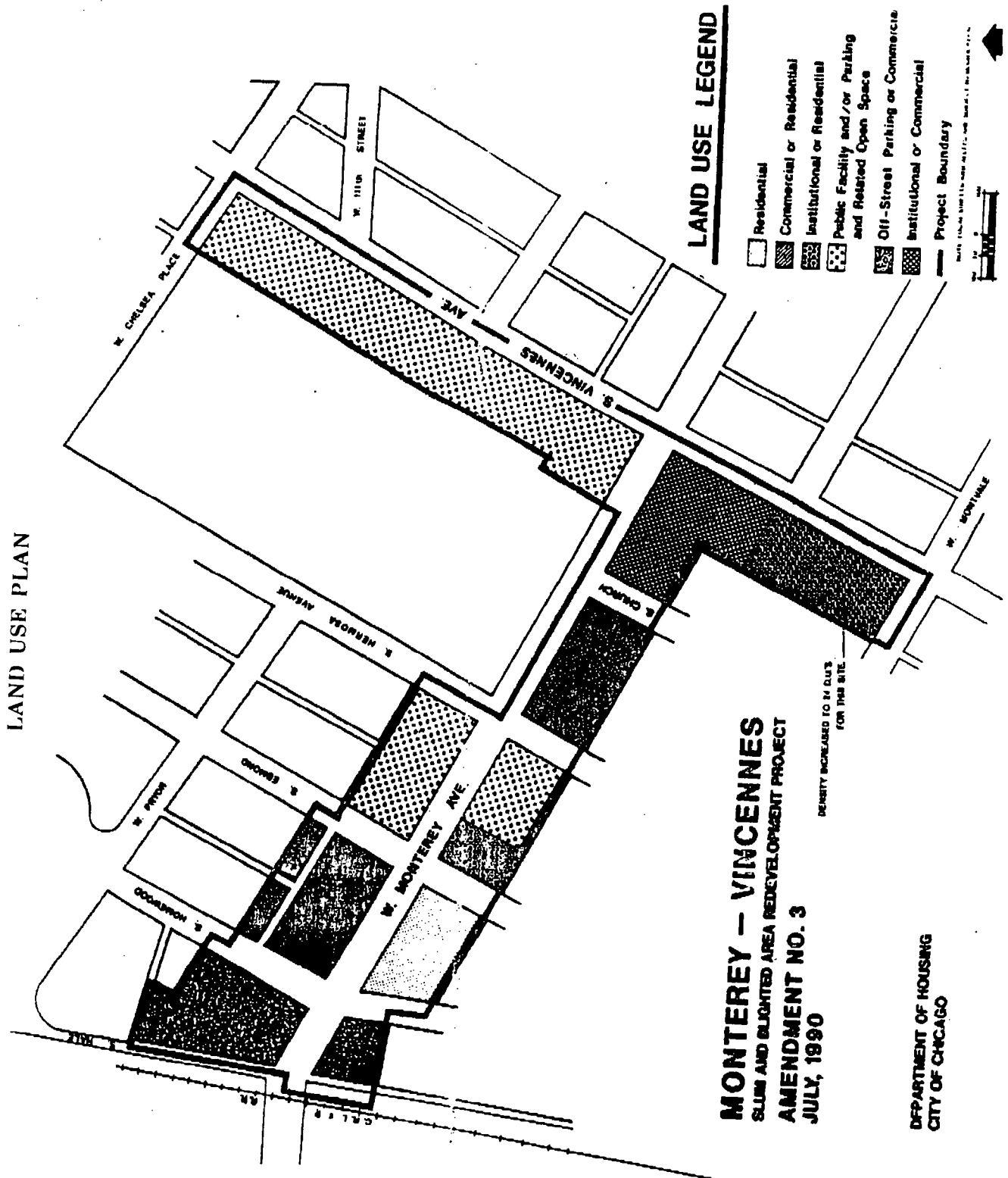
Item I: General Land Use Plan.

The text of the Redevelopment Plan, Section B, Item 5 shall be revised to increase the maximum allowable number of dwelling units for Disposition Parcel R-1 from twenty (20) units per acre to a total of twenty-four (24) units for the parcel.

Item II: Land Use Plan Map.

Delete the Land Use Plan Map dated June, 1989, and substitute that dated July, 1990.

[Substitute Land Use Plan Map attached to this Amendment
Number Three printed on page 2794
of this Journal.]



ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES AT SUNDRY
LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of General Services authorizing the acceptance of bids at the following locations:

901 -- 903 North California Avenue/2748 -- 2758 West Iowa Street;

2133 West Division Street; and

2916 West Van Buren 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 Troutman, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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):

901 -- 903 North California Avenue/2748 -- 2758 West Iowa Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of George Kosten and Edward Kosten, as joint tenants, 905 North California Avenue, Chicago, Illinois 60622, to purchase for the sum of \$20,002.00, the city-owned vacant property as advertised, described as follows:

Lots 28 and 29 in Block 2 in Taylor and Canda's Subdivision of the west half of the southwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 901 -- 903 North California Avenue/2748 -- 2758 West Iowa Street, Permanent Tax No. 16-01-416-015)

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 \$2,000.20 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.

2133 West Division Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Alexander Velblum, 1301 North Bosworth Avenue, Chicago, Illinois 60622, to purchase for the sum of \$25,100.00, the city-owned vacant property, as advertised, described as follows:

the east 18 feet of Lot 15 and the west 12 feet of Lot 14 in the subdivision of the north part of Block 2 in Sufferns' Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2133 West Division Street, Permanent Tax No. 17-06-302-009).

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 \$2,510.00 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.

2916 West Van Buren Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Chicago Title & Trust Co., August 7, 1990 under Trust No. 55581, c/o Donald Newman, 2 North LaSalle Street, Suite 2010, Chicago, Illinois 60602, to purchase for the sum of \$3,100.00, the city-owned vacant property, as advertised, described as follows:

Lot 21 in Block 3 in Couch's Subdivision of the north half of the south half 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 2916 West Van Buren Street, Permanent Tax No. 16-13-122-027)

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 \$310.00 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 FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES UNDER ADJACENT NEIGHBORS
LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred five ordinances by the Department of General Services authorizing the acceptance of bids under the Adjacent Neighbors Land Acquisition Program, 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 Troutman, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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):

*Portions Of West Augusta Boulevard, South Carpenter Street,
South Christiana Avenue, South Homan Avenue, South
Independence Boulevard, South Morgan Street, South
Ridgeland Avenue, South St. Lawrence Avenue,
South Union Avenue And West Wilcox Street.*

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 on March 6, 1981 found between pages 584 -- 585 of the Journal of City Council Proceedings and as amended on July 23, 1982 between pages 11839 -- 11841 of 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:

Bidder: Willie Bond

Real Estate Number: 7330

Address: 4917 West Augusta
Boulevard

Address: 4913 West Augusta
Boulevard

Bid Amount: \$300.00

Index Number: 16-04-419-017

Legal Description

Lot 6 in Block 4 in M. D. Birge and Company's Subdivision of the north half of the southeast quarter of the southeast quarter of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4913 West Augusta Boulevard, Chicago, Illinois).

Bidder: Clarence Torry

Real Estate Number: 2064

Address: 6032 South Carpenter
Street

Address: 6036 South Carpenter
Street

Bid Amount: \$401.00

Index Number: 20-17-410-031

Legal Description

The south 16 feet 8 inches in Lot 3 and the north 16 feet 8 inches in Lot 4 in Block 2 in C. H. Mifflin's Subdivision of the west three-quarter acres of the south half of the south half of the north half of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6036 South Carpenter Street, Chicago, Illinois).

Bidder: Joseph Sarpy

Real Estate Number: 6152

Address: 1926 South Christiana
Avenue

Address: 1928 South Christiana
Avenue

Bid Amount: \$300.00

Index Number: 16-23-419-030

Legal Description

Lot 12 in Block 12 in Douglas Park Addition to Chicago in the east half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1928 South Christiana Avenue, Chicago, Illinois).

Bidder: Luis Nunez

Real Estate Number: 8722

Address: 2548 South Homan
Avenue

Address: 2540 South Homan
Avenue

Bid Amount: \$302.00

Index Number: 16-26-227-040

Legal Description

Lot 32 in the subdivision of Lots 64, 65, 72, 73 and 80 in Joy and Frisbie's Subdivision 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 2540 South Homan Avenue, Chicago, Illinois).

Bidder: Allene Foster

Real Estate Number: 8558

Address: 1226 South
Independence
Boulevard

Address: 1230 South
Independence
Boulevard

Bid Amount: \$325.00

Index Number: 16-23-103-026

Legal Description

The south 10 feet of Lot 17 and all of Lot 18 in Block 4 in Frank Wells & Company's Boulevard Subdivision of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1230 South Independence Boulevard, Chicago, Illinois).

Bidder: Essie Taylor

Real Estate Number: 8857

Address: 5121 South Morgan
Street

Address: 5117 South Morgan
Street

Bid Amount: \$300.00

Index Number: 20-08-404-026

Legal Description

Lot 45 in Block 2 in subdivision of the north three-quarters of the north half of the northeast quarter of Section 8, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5117 South Morgan Street, Chicago, Illinois).

Bidder: Pheola Douglas and
Carolyn Douglas

Real Estate Number: 6436

Address: 6815 South Ridgeland
Avenue

Address: 6817 South Ridgeland
Avenue

Bid Amount: \$600.00

Index Number: 20-24-311-003

Legal Description

Lot 35 in Block 8 in South Jackson Park Subdivision of the northwest quarter of the west quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 6817 South Ridgeland Avenue, Chicago, Illinois).

Bidder: Prentiss Nelson Byrd

Real Estate Number: 5223

Address: 4347 South St. Lawrence
Avenue

Address: 4349 South St. Lawrence
Avenue

Bid Amount: \$352.00

Index Number: 20-03-403-029

Legal Description

The north 24 feet of the west 133.75 feet (except the east 8 feet thereof) of Lot 10 in Block 2 in Saltonstall & Russell's Subdivision of the north half of the northeast quarter of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 4349 South St. Lawrence Avenue, Chicago, Illinois).

Bidder: Patrick A. Pollard

Real Estate Number: 8692

Address: 7124 South Union Avenue
Avenue

Address: 7122 South Union
Avenue

Bid Amount: \$300.00

Index Number: 20-28-101-028

Legal Description

Lot 39 in Block 2 in Parmly's Normal Park Addition in the northwest quarter of the northwest quarter of Section 28, Township 38 North, Range

14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 7122 South Union Avenue, Chicago, Illinois).

Bidder: Sammie Petty

Real Estate Number: 7037

Address: 3828 West Wilcox Street

Address: 3826 West Wilcox Street

Bid Amount: \$200.00

Index Number: 16-14-103-027

Legal Description

The east 9 feet 8 inches of Lot 40 and the west 18 feet 2 inches of Lot 41 all in Block 4 in Lambert Tree's Subdivision of the west half of the northwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3826 West Wilcox 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 or money orders of the above listed bidders in the full amount to the City Comptroller, who is authorized to deposit said checks or 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.

*Portions Of South Central Park Avenue, West Jackson
Boulevard, South Karlov Avenue, South Troy
Street, South Whipple Street And
West 25th Place.*

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 on March 6, 1981 found between pages 584 -- 585 of the Journal of the City Council Proceedings and as amended on July 23, 1982 between pages 11839 -- 11841 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:

Bidder: Robert Gaither

Real Estate Number: 2347

Address: 1520 South Central
Park Avenue

Address: 1516 South Central
Park Avenue

Bid Amount: \$303.00

Index Number: 16-23-129-026

Legal Description

The south $1\frac{3}{4}$ feet of Lot 7 and the north $12\frac{1}{2}$ feet of Lot 8 in Durham's Subdivision of the south half of the east half of the southeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois (commonly known as 1516 South Central Park Avenue, Chicago Illinois).

Bidder: Doris Smith

Real Estate Number: 7349

Address: 4329 West Jackson
BoulevardAddress: 4325 West Jackson
Boulevard

Bid Amount: \$405.00

Index Number: 16-15-216-011

Legal Description

Lot 11 in Block 5 in Gunderdson's and Gauger's Addition to Chicago, a subdivision in the east half of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4325 West Jackson Boulevard, Chicago Illinois).

Bidder: Ada Ramsey

Real Estate Number: 6053

Address: 740 South Karlov
AvenueAddress: 738 South Karlov
Avenue

Bid Amount: \$750.00

Index Number: 16-15-411-037

Legal Description

Lot 19 in Block 3 in Munson's Addition to Chicago, being a subdivision (except the northeast 1 acre thereof) of 26 acres lying next south of and adjoining the center of Barry Point Road in the east half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 738 South Karlov Avenue, Chicago, Illinois).

Bidder: Elsie D. Morgan

Real Estate Number: 7482

Address: 1238 South Troy
Street

Address: 1240 South Troy
Street

Bid Amount: \$300.00

Index Number: 16-24-100-038

Legal Description

Lot 105 in Block 2 in the subdivision of Blocks 1 to 4 in Balestier's Douglas Park Addition to Chicago in the northwest quarter of Section 24, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1240 South Troy Street, Chicago, Illinois).

Bidder: Verna Hendrix

Real Estate Number: 8523

Address: 206 South Whipple
Street

Address: 208 South Whipple
Street

Bid Amount: \$300.00

Index Number: 16-13-114-035

Legal Description

Lot 35 in Block 2 in Jackson's Resubdivision of Blocks 2 and 3 in Derby and Wallace's Subdivision of that part south of Barry Point Road in the

northwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 208 South Whipple Street, Chicago, Illinois).

Bidder: Alfredo Yanez and
Leonor Yanez

Real Estate Number: 3352

Address: 2859 West 25th Place

Address: 2857 West 25th Place

Bid Amount: \$301.01

Index Number: 16-25-128-002

Legal Description

Lot 31 in Block 6 in Class' Subdivision of the east 30 acres of the south 64 acres of the northwest quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2857 West 25th Place, 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.

Portions Of South Coles Avenue, West Congress Parkway, West Flournoy Street, South Francisco Avenue, South Justine Street, South Karlov Avenue, South Kolin Avenue, South May Street, South Millard Avenue, North Monticello Avenue, South St. Louis Avenue, South Spaulding Avenue, South Throop Street, South Tripp Avenue, South Woodlawn Avenue And East 80th Place.

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 on March 6, 1981 found between pages 584 -- 585 of the Journal of the City Council Proceedings and as amended on July 23, 1982 between pages 11839 -- 11841 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:

Bidder: Curtis Bryant

Real Estate Number: 8241

Address: 7947 South Coles Avenue

Address: 7945 South Coles Avenue

Bid Amount: \$300.00

Index Number: 20-18-206-018

Legal Description

Lot 18 in William V. Jacobs Addition to Cheltenham Beach, a subdivision in the northeast quarter of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7945 South Coles Avenue, Chicago, Illinois).

Bidder: Elnora Washington

Real Estate Number: 2471

Address: 3544 West Congress
Parkway

Address: 3542 West Congress
Parkway

Bid Amount: \$300.00

Index Number: 16-14-224-030

Legal Description

Lot 9 in subdivision of Lot A 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 3542 West Congress Parkway, Chicago, Illinois).

Bidder: James W. Gwin

Real Estate Number: 5942

Address: 3541 West Flournoy
Street

Address: 3543 West Flournoy
Street

Bid Amount: \$315.00

Index Number: 16-14-404-010

Legal Description

Lot 18 in Block 10 in George Schoenberger's Subdivision of the west three quarters of the north forty rods of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3543 West Flournoy Street, Chicago, Illinois).

Bidder: Tyrone Culberson

Real Estate Number: 4707

Address: 752 South Francisco
AvenueAddress: 750 South Francisco
Avenue

Bid Amount: \$310.00

Index Number: 16-13-310-042

Legal Description

Lot 23 in Givins & Gilbert's Subdivision of Block 11 in Clarke's Subdivision of the east 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 750 South Francisco Avenue, Chicago, Illinois).

Bidder: Alfonso Ochoa

Real Estate Number: 4781

Address: 4530 South Justine
StreetAddress: 4532 South Justine
Street

Bid Amount: \$300.00

Index Number: 20-05-303-033

Legal Description

Lot 14 in Block 4 in S. E. Gross' Subdivision of the southwest quarter of the southwest quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4532 South Justine Street, Chicago, Illinois).

Bidder: Tommie and Delores
Johnson

Real Estate Number: 1397

Address: 1303 South Karlov
AvenueAddress: 1301 South Karlov
Avenue

Bid Amount: \$300.00

Index Number: 16-22-214-001

Legal Description

Lot 48 in Block 7 in William A. Merigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1301 South Karlov Avenue, Chicago, Illinois).

Bidder: Leonard Robinson
and Patricia Robinson

Real Estate Number: 7391

Address: 1527 South Kolin
Avenue

Address: 1523 South Kolin
Avenue

Bid Amount: \$310.00

Index Number: 16-22-224-008

Legal Description

Lot 8 in Block 6 in Tabor Subdivision of Lots 5, 6 and 9 to 12 in Freer, receiver, subdivision of the west half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1523 South Kolin Avenue, Chicago, Illinois).

Bidder: Carrie Mae Lumas

Real Estate Number: 7661

Address: 6216 South May
Street

Address: 6218 South May
Street

Bid Amount: \$300.00

Index Number: 20-17-424-021

Legal Description

Lot 39 in the subdivision of the west half of the southwest quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the

Third Principal Meridian, in Cook County, Illinois (commonly known as 6218 South May Street, Chicago, Illinois).

Bidder: Harry George Moore

Real Estate Number: 5444

Address: 1643 South Millard
Avenue

Address: 1641 South Millard
Avenue

Bid Amount: \$300.00

Index Number: 16-23-307-021

Legal Description

Lot 12 in Block 1 in the resubdivision of Blocks 1, 2, 3, 4 and 5 and vacated alleys in Lansing's 2nd Addition to Chicago, being a subdivision of Lots 2, 3, 4, 17, 18 and 19 (except the west 146.17 feet of said Lots 4 and 1) in Kedzie's Subdivision of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1641 South Millard Avenue, Chicago, Illinois).

Bidder: William Calderon

Real Estate Number: 4677

Address: 1417 North Monticello
Avenue

Address: 1419 North Monticello
Avenue

Bid Amount: \$325.00

Index Number: 16-02-115-016

Legal Description

Lot 32 (except that part of said lot) described as follows:

commencing at the northwest corner of said lot; thence running southeasterly to a point in the south line of said lot distant 12 feet from the southwest corner thereof; thence westerly to the southwest corner of said lot; thence northerly to the point of beginning) in Block 9 in Beebe's

Subdivision of the east half of the northwest quarter (except the 5 acres in the northeast corner thereof) of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1419 North Monticello Avenue, Chicago, Illinois).

Bidder: Willie Hall, Jr.
and Piccola Hall

Real Estate Number: 6325

Address: 1246 South St. Louis
Avenue

Address: 1250 South St. Louis
Avenue

Bid Amount: \$300.00

Index Number: 16-23-202-018

Legal Description

The north half of Lot 8 and the south half of Lot 9 in Gammon Theological Seminary Subdivision of Lots 1 to 5 inclusive and the east half of Lot 6, the west 10 feet of Lot 19, all of Lots 20 to 24 inclusive, the east half of Lot 43, and all of Lots 44 to 48 inclusive, all in Block 3 in D. Goodwin's Subdivision of the northwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1250 South St. Louis Avenue, Chicago, Illinois).

Bidder: Azzie Baldwin
and Essie Baldwin

Real Estate Number: 5023

Address: 1633 South Spaulding
Avenue

Address: 1635 South Spaulding
Avenue

Bid Amount: \$300.00

Index Number: 16-23-406-014

Legal Description

Lot 27 in Subblock 2 of Block 10 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1635 South Spaulding Avenue, Chicago, Illinois).

Bidder: John H. Freeman and
Luvenia Freeman

Real Estate Number: 6154

Address: 6916 South Throop
Street

Address: 6912 South Throop
Street

Bid Amount: \$300.00

Index Number: 20-20-321-028

Legal Description

Lot 467 in Weddell & Cox's Addition to Englewood, said addition being a subdivision of the east half of the southwest quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6912 South Throop Street, Chicago, Illinois).

Bidder: Grace Turner

Real Estate Number: 5805

Address: 1311 South Tripp
Avenue

Address: 1309 South Tripp
Avenue

Bid Amount: \$300.00

Index Number: 16-22-211-004

Legal Description

Lot 45 in Block 4 in Francis P. Casey's Subdivision of Blocks 1, 2, 3 and 4 in subdivision by L. C. Freer as receiver, of the west half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third

Principal Meridian, in Cook County, Illinois (commonly known as 1309 South Tripp Avenue, Chicago, Illinois).

Bidder: Wade Lewis, Jr.

Real Estate Number: 8116

Address: 6958 South Woodlawn
Avenue

Address: 6960 South Woodlawn
Avenue

Bid Amount: \$300.00

Index Number: 20-23-409-018

Legal Description

Lot 52 in Brookdale named "Brookhaven" on the plat thereof, being Southeast Gross Subdivision of the south 23.569 acres of that part of the southeast quarter lying west of Illinois Central Railroad, in Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6960 South Woodlawn Avenue, Chicago, Illinois).

Bidder: Walter Pouncey and
Viola Pouncey

Real Estate Number: 8649

Address: 3011 East 80th Street

Address: 3009 East 80th Street

Bid Amount: \$300.00

Index Number: 21-31-212-019

Legal Description

Lot 8 in Block 2 in C.L. Hammond's Subdivision of the south half (except the west 25 feet thereof) of the northeast quarter of the northeast quarter of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3009 East 80th 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.

8327 South Kerfoot Avenue.

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

SECTION 1. That the City of Chicago hereby accepts the bid listed below to purchase city-owned vacant property under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance on March 6, 1981 found between pages 584 -- 585 of the Journal of City Council Proceedings and as amended on July 23, 1982 between pages 11839 -- 11841 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 bid and legal description are as follows:

Bidder: Charles Barnett

Real Estate Number: 6433

Address: 8329 South Kerfoot
Avenue

Address: 8327 South Kerfoot
Avenue

Bid Amount: \$300.00

Index Number: 20-33-301-008

Legal Description

Lot 83 (except the southerly 22 feet thereof) and all of Lot 84 in Birkoff's Addition to Auburn Park in the west half of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8327 South Kerfoot Avenue, 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 a quitclaim deed conveying all interest of the City of Chicago in and to said property to the above listed bidder.

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 this property has been completed, to deliver the cashier's check, certified check, bank check or money order of the above listed bidder in the full amount to the City Comptroller, who is authorized to deposit said check or money order 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 property.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

2216 West 13th Street.

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

SECTION 1. That the City of Chicago hereby accepts the bid listed below to purchase city-owned vacant property under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance on March 6, 1981 found between pages 584 -- 585 of the Journal of City Council Proceedings and as amended on July 23, 1982 between pages 11839 -- 11841 of 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 bid and legal description are as follows:

Bidder: Linda Williams

Real Estate Number: 6702

Address: 2214 West 13th Street

Address: 2216 West 13th Street

Bid Amount: \$301.00

Index Number: 17-18-105-037

Legal Description

Lot 93 in Croser's Subdivision of Block 7 in the subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as: 2216 West 13th 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 a quitclaim deed conveying all interest of the City of Chicago in and to said property to the above listed bidder.

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 this property has been completed, to deliver the cashier's check, certified check, bank check or money order of the above listed bidder in the full amount to the City Comptroller, who is authorized to deposit said check or money order 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 property.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT 1641 NORTH CALIFORNIA
AVENUE UNDER HOME RULE SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Public Building Commission to accept a bid under the home rule sale of city-owned property located at 1641 North California Avenue in the 26th Ward, 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the vacant parcel of real property described herein, which is owned by the City of Chicago, to the Public Building Commission of Chicago, a municipal corporation, Richard J. Daley Center, Room 705, Chicago, Illinois 60602:

Real Estate Number: 8886

Amount: \$5,400.00

Address: 1641 North California
Avenue

Permanent Tax Number:
13-36-425-006

Legal Description

Lot 88 in Hosmer & Rogers Subdivision of Block 7 of Border's Subdivision of southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein the Mayor or his proxy is authorized to execute a quitclaim deed conveying said parcel of real property to the Public Building Commission of Chicago, a municipal corporation, Richard J. Daley Center, Room 705, Chicago, Illinois 60602, with the City Clerk attesting to said conveyance.

SECTION 3. This ordinance shall be effective upon its passage.

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES AT 3221 -- 3225, 3237 AND
3241 WEST VAN BUREN STREET UNDER
HOME RULE SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Chicago Transit Authority to accept a bid under the home rule sale of city-owned properties located at 3221 -- 3225, 3237 and 3241 West Van Buren 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the vacant parcels of real properties described herein, which are owned by the City of Chicago, to the Chicago Transit Authority, Merchandise Mart, 8th Floor, Chicago, Illinois:

Real Estate Number: 8903

Amount: \$4,360.00

Address: 3221 -- 3225 West
Van Buren Street

Permanent Tax Numbers: 16-14-
228-017 and 16-14-228-016

Legal Description

Lots 21 and 22 in Block 1 in the subdivision of the east half of the southeast quarter of the southeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Number: 6268

Amount: \$2,250.00

Address: 3237 West Van Buren
Street

Permanent Tax Number: 16-14-
228-011

Legal Description

Lot 3 in Southwest Roth's Subdivision of the northwest quarter of the southeast quarter of the southeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate Number: 7354

Amount: \$2,250.00

Address: 3241 West Van Buren
Street

Permanent Tax Number: 16-14-
228-009

Legal Description

Lot 5 in Southwest Roth's Subdivision of the northwest quarter of the southeast quarter of the southeast quarter of the northeast quarter of

Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein the Mayor or his proxy is authorized to execute a quitclaim deed conveying said parcels of real property to the Chicago Transit Authority, Merchandise Mart, 8th Floor, Chicago, Illinois, with the City Clerk attesting to said conveyances.

SECTION 3. This ordinance shall be effective upon its passage.

REJECTION OF BID FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT 724 -- 728 EAST BOWEN
AVENUE AND GRANT OF AUTHORITY TO
RE-ADVERTISE SAID PROPERTY
FOR SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing the rejection of a bid at 724 -- 728 East Bowen 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schalter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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 Harris Temple A.O.H. Church of God, 741 East Bowen Avenue, Chicago, Illinois 60653, to purchase for the sum of \$11,000.00, 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:

Lots 34, 35 and 36, also the east 40 feet and the west 25 feet of Lot 37; also Lot 38 (except the east 24 feet 8½ inches thereof) in Dobbin's 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 724 -- 728 East Bowen Avenue, Permanent Tax Nos. 20-03-315-019/031/032/033)

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.

AUTHORIZATION TO NEGOTIATE FOR ACQUISITION OF
PROPERTY AT 1811 -- 1835 WEST 95TH STREET AND
9501 -- 9519 SOUTH LONGWOOD DRIVE FOR
USE AS PARK-AND-RIDE FACILITY
SERVING 95TH STREET METRA
RAPID TRANSIT STATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Public Works authorizing the acquisition of property located at 1811 -- 1835 West 95th Street and 9501 -- 9519 South Longwood Drive to be used as a park-and-ride facility to serve Metra Transit riders using the 95th Street Station, 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire the property legally described on Exhibit A attached hereto for a park-and-ride facility. This facility will be used to serve Metra Transit riders that use the 95th Street Station of the Metra Transit.

SECTION 2. The Commissioner of Public Works is authorized to negotiate with the owners of the property for the purchase of the properties legally described in Exhibit A.

If the Commissioner and the owner are able to agree on the purchase price, the Commissioner is authorized to purchase the property in the name of and on behalf of the City of Chicago for the agreed price, subject to the approval of the federal and state funding agencies.

If the Commissioner is unable to agree with the owner of the property on the purchase price or, if the owner is incapable of consenting to the sale, or the owner cannot be located, then the Commissioner shall report such facts to the Corporation Counsel. The Corporation Counsel shall thereafter institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to the property under the City's right of eminent domain.

SECTION 3. This ordinance shall be effective upon its passage.

[Exhibit "A" attached to this ordinance printed on
pages 2829 through 2830 of this Journal.]

SALE OF PARCEL R-1 IN MONTEREY-VINCENNES
REDEVELOPMENT AREA TO MORGAN
PARK AND BEVERLY AREA
HOUSING, INC.

The Committee on Housing and Real Estate submitted the following report:

(Continued on page 2831)

Exhibit "A".

(Page 1 of 2)

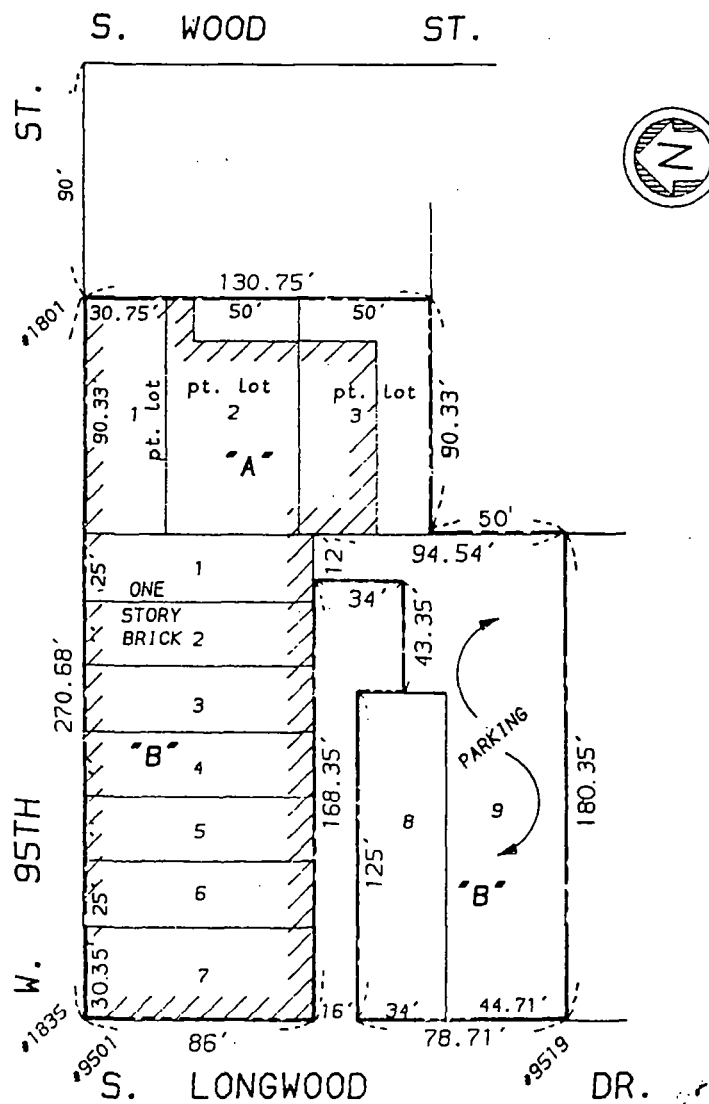
Lots 1, 2 and 3 (except the east 90 feet of said lots) in Block 1 in Dore's Subdivision of the west half of the northeast quarter of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, excepting however from said premises that part of Lot 1 aforesaid lying north of a line 54 feet south of the north line of Section 7 aforesaid conveyed to the City of Chicago being deed dated June 21, 1930 as Document 10713945 for widening West 95th Street and Lots 1 to 9 both inclusive in subdivision of the west half of the northeast quarter of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Exhibit "A"

(Page 2 of 2)

"A"
DORE'S SUB. OF THE W. 1/2 OF THE N.E. 1/4 SECTION 7-37-14

"B"
SUB OF LOTS 21, 22, 23 & 24 IN BLOCK 1 IN DORE'S SUB. (SEE "A")



OWNER: ROEL #1811, #1823 & #1833
4501 SOUTH PULASKI ROAD
CHICAGO, ILLINOIS 60632

AREA = 41,432.54 SQ. FT.

PROPOSED
PARK AND RIDE SITE
1811 TO 1835 W. 95TH ST.
AND
1851 TO 1915 S. LONGWOOD DR.

(Continued from page 2828)

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of Urban Renewal approving the sale of Parcel R-1 in the Monterey-Vincennes Redevelopment Area to Morgan Park and Beverly Area Housing, Inc., a not-for-profit corporation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan, as amended, for the Monterey-Vincennes Redevelopment Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel R-1 is located at 11226 -- 11258 South Vincennes Avenue and contains a total area of 50,194.4 square feet; and

WHEREAS, The Department of Urban Renewal proposes to accept an offer to purchase said parcel of land, as identified by a plat of survey on file at the office of the Department of Housing, and as set forth in Resolution No. 91-DUR-4 adopted by the Department of Urban Renewal on May 21, 1991, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The purchaser has proposed to redevelop Parcel R-1 with 24 units of subsidized housing for the physically disabled financed under Section 202 of the National Housing Act and in accordance with the Monterey-Vincennes Redevelopment Plan, as amended; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said resolution and the proposed sale of said parcel of property as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Monterey-Vincennes Redevelopment Area is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Morgan Park and Beverly Area Housing, Inc.	R-1	50,194.4	\$2.15	\$107,917.96

provided said figures may be subject to adjustments based upon the actual survey and determination of the square footage of said parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk to attest on behalf of the City of Chicago, a redevelopment agreement and a quitclaim deed for the property described in Section 1 above.

SECTION 3. The Corporation Counsel and the Commissioner of the Department of Housing are authorized to execute all documents that are reasonably necessary to effectuate said sale.

SECTION 4. This ordinance shall be in effect from and after its passage and approval.

AUTHORIZATION FOR SALE OF CITY-OWNED VACANT
PROPERTIES TO BACK OF THE YARDS
NEIGHBORHOOD COUNCIL.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the sale of several parcels of city-owned property located at 4924 and 5408 South Ashland Avenue, 4819 South Hoyne Avenue, 4522 and 5004 South Paulina Street, 4513 and 4634 South Wood Street, 1814 West 46th Street, and 2020 and 2128 West 51st Place to the Back of the Yards Neighborhood Council, 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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 parcels ("Parcels") of land commonly known as :

4924 South Ashland Avenue	4513 South Wood Street
5048 South Ashland Avenue	4634 South Wood Street
4819 South Hoyne Avenue	1814 West 46th Street
4522 South Paulina Street	2020 West 51st Place
5004 South Paulina Street	2128 West 51st Place

; and

WHEREAS, The Back of the Yards Neighborhood Council, 1751 West 47th Street, Chicago, Illinois, an Illinois not-for-profit corporation, has proposed to acquire parcels from the City for the construction of homes in connection with an affordable housing initiative; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The development of affordable housing within the City of Chicago pertains to the local government and affairs of the City.

SECTION 2. The sale of the vacant Parcels legally described as follows to the Back of the Yards Neighborhood Council, an Illinois not-for-profit corporation, 1751 West 47th Street, Chicago, Illinois 60609, for \$1.00 each is hereby approved:

Legal Description

Lot 13 (except that part taken for widening of Ashland Avenue) in Block 48 in the Chicago University Subdivision in the north half of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4924 South Ashland Avenue, Chicago, Illinois, Permanent Index No. 20-07-223-028).

Legal Description

Lot 21 in the north half of Block 49 in Chicago University Subdivision of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian (except that part of Lot 21 aforesaid condemned for the widening of Ashland Avenue) in Cook County, Illinois (commonly known as 5048 South Ashland Avenue, Chicago, Illinois, Permanent Index No. 20-07-230-038).

Legal Description

Lot 42 in the subdivision of the west half of Block 20 in Stone and Whitney's Subdivision of the north half and the west half of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4819 South Hoyne Avenue, Chicago, Illinois, Permanent Index No. 20-07-110-009).

Legal Description

Lots 29 and 30 in Lathrop and Larnes' Subdivision of the west 3 acres of the east 10 acres of the north 15 acres of the southeast quarter of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4522 South Paulina Street (front and rear), Chicago, Illinois).

Legal Description

Lot 3 in Block 51 in Chicago University Subdivision of the north half of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5004 South Paulina Street, Chicago, Illinois, Permanent Index No. 20-07-228-014).

Legal Description

Lot 6 in Roland R. Landes' Subdivision of the west $3\frac{3}{4}$ acres, of the north 15 acres, of the southeast quarter of the southeast quarter of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4513 South Wood Street, Chicago, Illinois, Permanent Index No. 20-06-414-006).

Legal Description

Lot 15 in Block 1 in Frederick B. Clark's Subdivision of Block 8 in Stone and Whitney's Subdivision in the west half of the southeast quarter of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4634 South Wood Street, Chicago, Illinois, Permanent Index No. 20-06-421-033).

Legal Description

Lot 85 in resubdivision of Blocks 5 and 6 in Ward's Subdivision of Lots 1, 4 and 5 in Stone and Whitney's Subdivision of the west half of the southeast quarter of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1814 West 46th Street, Chicago, Illinois, Permanent Index No. 20-06-413-044).

Legal Description

Lots 36, 37 and the south 80.5 feet of Lots 38 and 39 and the west 0.3 inches of the south 80 feet, 5 inches of Lot 40 in subdivision of the east half of Lots 1 and 4 in Ingleharts Subdivision of the southwest quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2020 West 51st Place, Chicago, Illinois, Permanent Index No. 20-07-303-037).

Legal Description

Lot 36 in Nutt and Walleck's Subdivision of the west half of Lots 1 and 4 in subdivision of the southwest quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2128 West 51st Place, Chicago, Illinois, Permanent Index No. 20-07-302-033).

SECTION 3. The deed shall stipulate that development must be initiated within one (1) year from the date of conveyance and said construction shall be completed within three (3) years of the date of conveyance, or title of said property shall revert back to the city.

SECTION 4. The Mayor or his proxy is authorized to execute a quitclaim deed conveying title to the Back of the Yards Neighborhood Council, 1751 West 47th Street, an Illinois not-for-profit corporation, and the City Clerk is authorized to attest said deed.

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

AUTHORIZATION FOR CONVEYANCE OF CITY-OWNED VACANT
PROPERTIES TO CHICAGO PARK DISTRICT FOR EXPANSION
AND/OR RELOCATION OF CERTAIN PARK FACILITIES
INCLUDING BOSLEY, MC INERNEY AND
MC KEON PLAYLOTS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Chicago Park District, authorizing the conveyance of vacant lots between the City and the Chicago Park District for the expansion and relocation of Bosley, McInerney and McKeon Playlots, 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns certain vacant real property described in Exhibit 1 attached hereto ("City Lots"); and

WHEREAS, The Chicago Park District ("District") owns certain vacant real property described in Exhibit 2 attached hereto ("District Lots"); and

WHEREAS, The District desires to expand and/or relocate certain park facilities in the area of the above properties including the Bosley, McInerney, and McKeon Playlots; and

WHEREAS, The District desires to acquire the City Lots in connection with the above expansion project; and

WHEREAS, The City is a home rule unit of government pursuant to Article VII of the Illinois Constitution of 1970 and as such may legislate regarding matters that pertain to its local government and affairs; now, therefore,

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

SECTION 1. The conveyance of the property legally described in Exhibit 1 attached hereto to the District is hereby approved.

SECTION 2. The acceptance of a conveyance of the property legally described in Exhibit 2 from the District is hereby approved.

SECTION 3. The Mayor, or his proxy, is authorized to execute and the City Clerk shall attest quitclaim deeds conveying properties to the District as provided herein. The Mayor is authorized to accept a quitclaim deed from the District conveying property as provided herein subject to the approval of the Corporation Counsel.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibits 1 and 2 attached to this ordinance read as follows:

Exhibit 1.

Lots 38 to 42, inclusive, in D. J. Hulls' Subdivision of Lot 6 in Block 26 in Canal Trustees' Subdivision in the south fractional half of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1038 -- 1042 West 31st Street, Permanent Index Nos. 17-29-421-006, 007, 008, 009, 010).

Lot 19, including the vacated east 10 feet of South Halsted Street in Block 4 in Loeb & Harris Subdivision of the south half of the west half of the south half of the north half of the southwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4445 South Halsted Street, Permanent Tax No. 20-04-311-004).

Lots 34, 35 and 36 in Block 2 of B. Shurtleffs' Subdivision of the north half of Block 22 of Canal Trustees' Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 3533 -- 3539 South Wallace Avenue, Permanent Index Nos. 17-33-304-002, 003 and 004).

Exhibit 2.

Lots 40, 41, 44, 45, 48 and 49, Block 1, "Hamburg" being Samuel Gehr's Subdivision of Blocks 23 and 24, Canal Trustees' Subdivision of the west half of the southwest quarter of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 3546 -- 3558 South Wallace Avenue, Permanent Tax No. 17-33-303-048).

AUTHORIZATION FOR GRANT OF EASEMENT TO FARLEY
CANDY COMPANY TO FACILITATE ACCESS TO
PROPERTY AT WEST 31ST STREET AND
SOUTH SACRAMENTO AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Economic Development authorizing the execution of an easement agreement between the City and Farley Candy Company to facilitate access to property recently obtained by the company from the City which is located in the vicinity of West 31st Street and South Sacramento 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On April 12, 1991 (Council Journal of Proceedings pages 32407 -- 32417) the City Council of the City of Chicago approved the sale of certain property to Farley Candy Company ("Farley") located in the vicinity of West 31st Street and South Sacramento Avenue; and

WHEREAS, On May 31, 1991 the City completed the sale of a portion of the property to Farley; and

WHEREAS, In order for Farley to have convenient access to the property purchased from the City it is necessary to grant an easement to Farley over the portion of the property not yet sold to Farley; now, therefore,

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

SECTION 1. The Mayor or his proxy is authorized to execute an Easement Agreement with Farley Candy Company substantially in the form attached hereto.

SECTION 2. This ordinance shall be effective upon its passage.

Easement Agreement attached to this ordinance reads as follows:

Easement Agreement.

This Agreement is entered into as of the ____ day of _____, 1991, by and between the City Of Chicago, an Illinois municipal corporation ("City") and Farley Candy Company, a Delaware corporation ("Farley").

Recitals:

Whereas, The City owns that certain parcel of land in Chicago, Illinois, legally described on Exhibit A attached hereto and made a part hereof ("Parcel"); and

Whereas, Farley owns the property immediately adjacent to the Parcel on the east, west and south; and

Whereas, On April 12, 1991, the City Council of the City of Chicago authorized the sale of the Parcel to Farley; and

Whereas, An environmental audit was conducted on the Parcel and it was determined that the Parcel contained subsurface contamination; and

Whereas, The parties have agreed to postpone the conveyance of the Parcel from the City to Farley until the parties determine what action, if any, is to be taken regarding the contamination; and

Whereas, Farley has requested that the City grant it an easement over the Parcel so as to allow it convenient access to its property; and

Whereas, Subject to the terms and conditions set forth herein, the City is willing to grant such easement to Farley to facilitate Farley's access to its property;

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

Section 1. Incorporation Of Recitals.

The above recitals are expressly incorporated herein and made a part of this Agreement.

Section 2. Grant Of Easement.

Subject to the terms and conditions set forth herein, the City hereby grants, gives and conveys to Farley a surface easement upon, over and across the Parcel for the purposes of ingress and egress.

This grant of easement shall terminate upon the conveyance of the Parcel to Farley.

Section 3. Liability.

Farley assumes sole and entire responsibility for any and all loss of life, injury to persons or damage to property that may be sustained directly or indirectly due to the use of the Parcel by Farley, its agents, employees, licensees, contractors, guests or invitees and for those claiming through any of them. Farley and its employees, licensees, contractors, guests or invitees agree to waive and release the City from all claims against the City for personal injury or property damage arising out of or related to their use of the Parcel.

Section 4. Indemnification.

Farley agrees to defend, indemnify, keep, save and hold harmless the City, its agents, officials and employees against all claims, suits, judgments, costs or expenses, including reasonable attorney's fees, resulting from, arising out of or caused by Farley's use of the Parcel.

Section 5. Insurance.

Farley agrees to procure and maintain the types and amounts of insurance required by the City's Risk Manager. The policy or policies shall be with insurance companies authorized to do business in the State of Illinois.

In Witness Whereof, The parties have executed this Easement Agreement at Chicago, Illinois as of the date first written above.

Farley Candy Company

City of Chicago

By: _____

By: _____
Richard M. Daley, Mayor

Its: _____

Attest: _____

Its: _____

Attest: _____
Walter S. Kozubowski,
City Clerk

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 8945 -- 8947 SOUTH LOOMIS BOULEVARD
FOR CHICAGO PUBLIC LIBRARY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 8945 -- 8947 South Loomis Boulevard for the Chicago Public Library (Lease No. 19023), 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 Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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 renewal of a lease with Richard F. Zobac and Lillian Zobac, as sole owners, as Lessor, for approximately 3,312 square feet of ground floor space located at 8945 -- 8947 South Loomis Boulevard for use by the Chicago Public Library, as Lessee, such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 2851 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Asset Manager, Bureau of Assets Management, Department of General Services, 174 West Randolph Street, 2nd floor, Chicago, Illinois 60601, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Mr. Richard F. Zobac, 3388 West Lake Shore Drive, Lakes of Four Seasons, Crown Point, Indiana 46307.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Nine Hundred Seventy-five and no/100 Dollars (\$975.00) per month for the period beginning on the first day of January, 1991 and ending on the 31st day of December, 1995.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller to Mr. Richard F. Zobac, 3388 West Lake Shore Drive, Lakes of Four Seasons, Crown Point, Indiana 46307.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide for heat daily and air conditioning from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M.), Sundays and holidays whenever heat or air conditioning shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide, pay and maintain fire extinguishers for demised premises.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit and extended coverage casualty insurance for the building, with the City of Chicago to be named as

additional insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Shall furnish screens for all windows and doors and maintain same.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Have the option to use vacant garage on the premises anytime during term of lease.

Pay for electricity as metered within demised premises, including electricity for air conditioning and gas as metered for heating purposes and hot water.

Provide for decorating when necessary to be determined by Lessee.

Replace any broken plate glass on said demised premises during term of lease not cause by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Repair any electrical wiring or fixtures that have been installed by Lessee.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns.

Agree that when possession is surrendered, demised premises will be restored to its original condition, normal wear and tear, fire and other casualties excluded.

Additional clauses to be included in lease:

- R-1 In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-2 Use of Premises. Lessee shall use and occupy the premises for the use of a library and for no other use or purpose.
- R-3 Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in paragraph R-4 hereof and agrees, for itself, its employees and agents, to comply with the rules and regulations as shall be adopted by Lessor pursuant to paragraph R-4 of this lease.
- R-4 Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessee, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for setoff of abatement or rent or affecting any of Lessee's obligations under this lease:
 - A. To install and maintain signs on the exterior and interior of the building.
 - B. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the premises occupied by the Lessee.
 - C. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.
 - D. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion, or threat thereof, Lessor

reserves the right to reasonably limit or prevent access to the building during the continuance of the same, or otherwise take such reasonable actions or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property in the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.

R-5 Cancellation Option. Lessor and Lessee have the right to terminate this lease with one hundred eighty (180) days prior written notice during the term of this lease.

R-6 Miscellaneous.

- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
- B. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.
- C. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

R-7 No member of the Chicago Public Library, or other city board, commission or agency, official, or employee of the city 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 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.

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 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.

AUTHORIZATION FOR RENEWAL OF LEASE
AGREEMENT AT 1150 WEST 78TH
STREET FOR DEPARTMENT
OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a renewal of lease at 1150 West 78th Street for the Department of Health (Lease No. 10002), 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.

(Continued on page 2852)

6/28/91

REPORTS OF COMMITTEES

2851

8945 -- 8947 South Loomis Boulevard.

LEASE-Short Form Lease No. 19023

City of Chicago

This Agreement, Made this..... day of.....

A. D. 19 .. between Richard F. Zobac and Lillian Zobac, as sole owners

....., as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor's do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: the entire building which consist of approximately 3,312 square feet of ground floor space located at 8945-47 South Loomis Boulevard for use by the Chicago Public Library.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1991, and ending on the 31st day of December A. D. 1995. Lessee has the right to terminate this lease one hundred eighty (180) days prior written notice.

~~and the right to renew this lease for a further period of .. days' written notice of its election so to do on the same terms and rental, by giving to the Lessor ..~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Richard F. & Lillian Zobac, 3388 W. Shore Dr., Lakes of four Seasons, Crown Point, IN 46307 or at such other place as the Lessor from time to time in writing may appoint. For Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of .. Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor's during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider

Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of Lessor's, and upon the termination of this lease shall surrender said premises to the Lessor's in as good condition as beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor's, except

Lessor's shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, or of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor's may terminate said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor's shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Assistant Corporation Counsel.

Asset Manager

President of the Chicago Public Library

Commissioner of the Chicago Public Library

Richard F. Zobac

Lillian Zobac

By Commissioner of General Services

(Continued from page 2850)

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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 renewal of a lease with Eighteen Fourteen Corporation, as beneficiary under Beverly Trust Company, as Trustee, under Trust dated August 25, 1988 and known as Trust No. 8-8686, as Lessor, for approximately 5,700 square feet of office space located at 1150 West 78th Street for use by the Department of Health, as Lessee, such lease to be approved by the Commissioner of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed on
page 2857 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to

serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: William H. Wendt, Inc., 9933 South Western Avenue, Chicago, Illinois 60643.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Three Thousand Eight Hundred Forty-eight and no/100 Dollars (\$3,848.00) per month for the period beginning on the first day of January, 1991 and ending on the 31st of December, 1992.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to William H. Wendt, Inc., 9933 South Western Avenue, Chicago, Illinois 60643.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Repair or replace any damaged plumbing or loose plaster by execution of lease.

Provide and maintain burglar alarm except for damage caused by acts of vandalism during working hours. If alarm is improperly activated by Lessee, or by custodial personnel after working hours, Lessee will reimburse Lessor for non-warranted alarm charges.

Provide and maintain fire extinguisher throughout the clinic in compliance with all local ordinances and state status.

Repair roof wherever necessary to prevent leakage.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Maintain interior and exterior of building, including all mechanical components.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction, and maintenance of said demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition except for obstructions in plumbing caused by Lessee and/or clients.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance and naming the City of Chicago as additional insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Lessee under this lease shall:

Provide and pay for exterminator service on a monthly basis, or more often if required.

Replace any broken plate glass on ground floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for electricity as metered on said premises including electricity for air conditioning units.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Keep front and rear of building clear of debris.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues more than ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

No member of the Department of Health, or other City board, commission or agency, official, or employee of the City 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 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.

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 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.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
AT 2138 EAST 75TH STREET FOR DEPARTMENT OF
POLICE/BEAT REPRESENTATIVE PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 2138 East 75th Street for the Department of Police/Beat Representative Program (Lease No. 12044), 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.

(Continued on page 2858)

1150 West 78th Street.

LEASE-Short Form Lease NO. 10002

Form C O No. 1B

City of Chicago

This Agreement, Made this..... day of.....

A. D. 19, between Eighteen Fourteen Corporation, as beneficiary under Beverly Trust Company
as Trustee under Trust dated 8/25/88 and known as Trust #8-8686, as Lessor,
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the
 City of Chicago, County of Cook and State of Illinois, to-wit: entire one-story brick medical building
located at 1150 West 78th Street, containing approximately 5,700 square feet of office
space for use as an Infant and Maternal Care Clinic for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January
 A. D. 19 91, and ending on the 31st day of December A. D. 1992. Lessee has the right to
 terminate this lease upon sixty (60) days prior written notice.

~~and the right to renew this lease for a further period of~~
~~to the same terms and rental, by giving to the Lessor, in either case, written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
William H. Wendt, Inc., 9933 S. Western, Chicago, IL 60643 or at such other place as the Lessor from time
 to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached
Hereto and Made a Part Hereof.

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of~~ For Rental Payment
Provisions See Rider Attached Hereto and Made a Part Hereof. Dollars per month
~~payable in advance on the first day of each calendar month by the office of the City Comptroller~~ Assessments for water tax
 levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's
 own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall
 refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is author-
 ized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider

Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Les-
 sor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the
 beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making
 repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and
 of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem nec-
 essary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be
 regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior
 to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild
 said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease
 thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the
 date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of
 rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.
 Approved as to form and legality, except
 as to property description and execution.

Approved: _____ Assistant Corporation Counsel.
 _____ Real Estate
 _____ Asset Manager

 Commissioner of Health

 Commissioner of General Services

Eighteen Fourteen Corporation as Beneficiary
under Beverly Trust Company as Trustee
under Trust dated 8/25/88 and known as
Trust #8-8686

By _____
 George R. Wendt

(Continued from page 2856)

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- Alderman Bloom -- 1

Alderman Eisendrath 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 with Peggy Hinton, owner, as Lessor, for approximately 625 square feet of 1st floor office space located at 2138 East 75th Street, for use by the Department of Police/Beat Representative Program, as Lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed
on page 2863 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified

mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Asset Management, Department of General Services, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Ms. Peggy Hinton, Hinton Management Office, 2146 East 75th Street, Chicago, Illinois 60649.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Four Hundred Thirty-five and no/100 Dollars (\$435.00) per month for the period beginning on the first day of April, 1991 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of March, 1992;

Four Hundred Sixty-five and no/100 Dollars (\$465.00) per month for the period beginning on the first day of April, 1992 and ending on the 31st day of March, 1993;

Four Hundred Ninety-six and no/100 Dollars (\$496.00) per month for the period beginning on the first day of April, 1993 and ending on the 31st day of March, 1994.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller to Ms. Peggy Hinton, Hinton Management Office, 2146 East 75th Street, Chicago, Illinois 60649.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Repair the following items prior to execution of lease:

Paint entire premises.

Carpet entire premises.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide for air conditioning when necessary for comfortable occupation of premises and maintain said air conditioning unit in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Permit any other city department or agency during term of this lease to use or occupy said premises as administrative offices. Said usage to be consistent with terms and conditions in said lease.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for wall unit air-conditioner.

Replace any broken plate glass on the first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial service which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Maintain batteries in smoke detectors.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

No member of the Department of Police/Beat Representative Program, or other city board, commission or agency, official, or employee of the city 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 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.

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 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.

Action Deferred -- ACCEPTANCE OF BID FOR PURCHASE OF
CITY-OWNED VACANT PROPERTY AT 6824 -- 6830
SOUTH HALSTED STREET.

The Committee on Housing and Real Estate submitted the following report which was, on motion of Alderman Coleman and Alderman Troutman, *Deferred* and ordered published:

CHICAGO, June 24, 1991.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services accepting a bid for 6824 -- 6830 South Halsted 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.

(Continued on page 2864)

6/28/91

REPORTS OF COMMITTEES

2863

2138 East 75th Street.

LEASE-Short Form Lease No. 12044

Form C. O. No. 1B

City of Chicago

This Agreement, Made this..... day of.....A. D. 1991, between Peggy Hinton, as Lessor,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 684 square feet of 1st floor office space located at 2138 East 75th Street for use by the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 1991, or date of occupation, and ending on the 31st day of March A. D. 1994. Lessee has the right to terminate this lease upon sixty (60) days prior written notice from date of occupation.

~~and the right to renew this lease for a further period of~~
~~on the same terms and rental, by giving to the Lessor, in either case, written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Peggy Hinton, 2146 E. 75th St., Chicago, IL 60649 or at such other place as the Lessor from time to time in writing may appoint. For Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of~~ For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. () Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider
Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written: Approved as to form and legality, except as to property description and execution.

Approved: _____ Assistant Corporation Counsel
Asset Manager _____ Real Estate Agent

Peggy Hinton

CITY OF CHICAGO

By _____
Commissioner of General Services

Superintendent of Police

(Continued from page 2862)

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. The City of Chicago hereby accepts the bid of George Johnson, 1516 North Menard Avenue, Chicago, Illinois 60651, to purchase for the sum of \$11,100.00, the city-owned vacant property, as advertised, described as follows:

Lots 10, 11 and 12 in Block 3 in Benedict's Subdivision of the northeast quarter of the southeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6824 -- 6830 South Halsted Street, Permanent Tax No. 20-20-415-030)

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 \$1,110.00 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.

COMMITTEE ON PARKS AND RECREATION.

REAPPOINTMENT OF MR. GEORGE VEST, JR. AS COMMISSIONER OF CHICAGO PARK DISTRICT.

The Committee on Parks and Recreation submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having had under consideration a communication from the Mayor (which was referred on June 12, 1991), reappointing Mr. George Vest, Jr. as a Commissioner of the Chicago Park District for a term ending April 25, 1996, begs leave to recommend that Your Honorable Body *Approve* said reappointment which is transmitted herewith.

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

Respectfully submitted,

(Signed) MARY ANN SMITH,
Chairman.

On motion of Alderman M. Smith, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. George Vest, Jr. as a Commissioner of the Chicago Park District was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Steele, Beavers, Dixon, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 42.

Nays -- Aldermen Preckwinkle, Bloom, Shaw -- 3.

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

ESTABLISHMENT OF CITY COUNCIL COMMITTEE ON
PARKS AND RECREATION SUB-COMMITTEE
CALLED "TASK FORCE ON PARK
DISTRICT INTERAGENCY
COOPERATION".

The Committee on Parks and Recreation submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having had under consideration a resolution (introduced at a committee meeting held June 27, 1991) creating a subcommittee titled Taskforce on Park District Interagency Cooperation to be chaired by Alderman Eugene C. Schuler, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) MARY ANN SMITH,
Chairman.

On motion of Alderman M. Smith, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Committee on Parks and Recreation has developed a working relationship with the Chicago Park District, to improve programming and Park District facilities for all Chicagoans; and

WHEREAS, The Committee on Parks and Recreation has promoted open and accessible government in the area of Parks and Recreation; now, therefore,

Be It Resolved, That the Committee on Parks and Recreation create a sub-committee called Taskforce on Park District Interagency Cooperation, the purpose of which is to investigate opportunities for and to cultivate interagency and intergovernmental cooperation with the Chicago Park District for the benefit of all Chicagoans. The Committee on Parks and Recreation hereby appoints Alderman Eugene C. Schuler as sub-committee Chairman.

CHICAGO POLICE DEPARTMENT REQUESTED TO MAINTAIN
SEPARATE STATISTICS FOR CRIME ON EACH
CHICAGO PARK DISTRICT PROPERTY.

The Committee on Parks and Recreation submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having had under consideration a resolution (which was referred April 25, 1990) calling on the Chicago Police Department to keep separate statistics for crime in all Chicago Parks, begs leave to recommend that Your Honorable Body *Adopt* the said resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) MARY ANN SMITH,
Chairman.

On motion of Alderman M. Smith, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Public safety is one of the greatest concerns to the residents of Chicago and receives great attention from the Mayor, aldermen, police, fire fighters, community groups and planners, block clubs, parents, seniors and most everyone who uses Chicago Park District facilities; and

WHEREAS, The Chicago Police Department and the Chicago Park District have been working in conjunction to provide security to the parks but have not kept separate statistics on reported crime which would help both agencies delegate security resources; and

WHEREAS, Detailed public safety statistics are essential for public safety planning and the allocation of resources in order to protect the public; now, therefore,

Be It Resolved, That the undersigned request that the Chicago Police Department maintain separate statistics pertaining to incidents of crime on

the grounds, beaches and facilities of the Chicago Park District on a park-by-park basis.

(Signed) MARY ANN SMITH,
Alderman, 48th Ward

(Signed) EDWIN W. EISENDRATH,
Alderman, 43rd Ward

(Signed) LAWRENCE S. BLOOM,
Alderman, 5th Ward

(Signed) BERNARD J. HANSEN,
Alderman, 44th Ward

(Signed) JOHN O. STEELE,
Alderman, 6th Ward

(Signed) HELEN SHILLER,
Alderman, 46th Ward

(Signed) LUIS V. GUTIERREZ,
Alderman, 26th Ward

(Signed) EUGENE C. SCHULTER,
Alderman, 47th Ward

(Signed) ED H. SMITH,
Alderman, 28th Ward

(Signed) DAVID W. ORR,
Alderman, 49th Ward

(Signed) DANNY K. DAVIS,
Alderman, 29th Ward

COMMISSIONER OF BASEBALL URGED TO REINSTATE
LATE JOE JACKSON AS MEMBER IN GOOD
STANDING OF ORGANIZED BASEBALL.

The Committee on Parks and Recreation submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Committee on Parks and Recreation, having had under consideration a resolution (which was referred on June 12, 1991), urging the reinstatement of Joe Jackson as a member in good standing of organized baseball, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) MARY ANN SMITH,
Chairman.

On motion of Alderman M. Smith, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Nearly 72 years have passed since the 1919 World Series, which was marked by scandal and accusations of dishonesty on the part of certain members of the Chicago White Sox Baseball Club; and

WHEREAS, Joe Jackson of the Chicago White Sox was acquitted on all charges in a criminal trial held here in 1921 by a jury of his peers before the Honorable Hugo Friend; and

WHEREAS, A jury verdict was entered in his favor for the balance owed him on his Chicago White Sox contract in a civil trial held in Milwaukee, Wisconsin in 1924; and

WHEREAS, Joe Jackson had a .375 batting average for the 1919 World Series, better than all players on both teams; he also had a perfect fielding average and set a record for twelve (12) hits in a World Series that stood for forty-five (45) years; and

WHEREAS, All of the foregoing and much other competent evidence strongly indicate that Joe Jackson neither conspired to throw nor did throw any game of the entire 1919 World Series to the Cincinnati Reds baseball team; and

WHEREAS, Joe Jackson and his family have suffered lifelong ignominy, which will continue as long as his name is in banishment from organized baseball; and

WHEREAS, Players actually convicted of crimes are not barred from the pursuit of their profession, as has been witnessed by recent decisions; and

WHEREAS, Seventy (70) years is far too long for any man and his family to be penalized for an act which he did not commit; and

WHEREAS, Joe Jackson, who died in 1951 at the age of 63 was active in civic affairs, particularly in programs to benefit young boys, when he returned to Greenville, South Carolina, after being banned from organized baseball; and

WHEREAS, Joe Jackson led the Chicago White Sox to a World Championship in 1917, the last world championship won by either Chicago major league baseball team; and

WHEREAS, In a game whose heroes and legends are built upon performance and records, we ask in the name of fairness and justice to set the record straight for Joe Jackson, as juries in both criminal and civil cases have done; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twelfth day of June, 1991, A.D., do hereby memorialize the Commissioner of Baseball to reinstate Joe Jackson as a member in good standing of organized baseball; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Commissioner of Baseball, the President of the American League of Baseball Clubs, the President of the National League of Baseball Clubs and the family of Joe Jackson.

COMMITTEE ON TRANSPORTATION
AND PUBLIC WAY.

AMENDMENT OF TITLE 10, CHAPTER 28 OF
MUNICIPAL CODE OF CHICAGO TO
REVISE REGULATIONS FOR USE
OF NEWSSTANDS ON
PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 25, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith (referred on November 7, 1990) to amend Chapter 10-28 of the Municipal Code of Chicago to revise the City's regulations pertaining to newspaper stands on the public way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Sections 10-28-130, 10-28-150, 10-28-160, 10-28-170, 10-28-180 and 10-28-190 of the Municipal Code of Chicago are hereby amended by adding the language in italics and deleting the language in brackets, and adding new sections 10-28-135, 10-28-165, 10-28-185, 10-28-191 and 10-28-192 to such Code, with said added and amended sections to read as follows:

10-28-130. It shall be unlawful for any person to erect, locate, construct or maintain any newspaper stand on [any public place] *the public way or on any other unenclosed property owned or controlled by the City* without obtaining a permit therefor from the Commissioner of [Streets and Sanitation] *Public Works* as hereinafter provided. *No new permit for a newspaper stand shall be issued on or after the effective date of this ordinance; provided that permits that have expired or have been revoked may be reissued as provided in this Article.*

10-28-135. (a) *Notwithstanding any provision to the contrary, all newspaper stand permits issued prior to the effective date of this section shall expire on January 1, 1992; provided that any such permit for which no newspaper stand is in existence on the effective date of this section shall expire on such effective date. Such permits may not be renewed but may be reissued by the Commissioner as provided in this Article. Notwithstanding any other provision to the contrary, any newspaper stand operated pursuant to a permit issued prior to the effective date of this section shall not be subject to the provisions of sections 10-28-165 and 10-28-170 prior to the expiration of such permit.*

(b) *The Commissioner of Public Works may from time to time reissue all or a portion of those permits that have been revoked or have expired. The Commissioner shall advertise in a newspaper of general circulation within the City the availability of such permits at least 10 days prior to accepting applications for the permits.*

10-28-150. Application for a permit for a newspaper stand or for renewal of such permit shall be made to the Commissioner of [Streets and Sanitation] *Public Works* upon such form as shall be provided by him, and shall contain the name and address of the applicant, the location or proposed location of such newspaper stand, the number of daily publications and other publications that will be sold from the stand, the number of days of the week that the stand will be open and operating, and a statement that such permit will be accepted subject to the conditions and provisions thereof and subject to the conditions and provisions of all laws and ordinances affecting the maintenance of such newspaper stand now or hereafter in effect. Such application shall be signed by the applicant. The Commissioner of *Public Works* shall require the applicant to submit additional supporting materials reasonably necessary to determine compliance with this Code. In the case of an application that is subject to review under Section 10-28-160(a), such supporting materials shall include plans, drawings, photographs and information about existing or proposed building materials and color schemes in sufficient detail to ensure compliance with this Code.

10-28-160. [Prior to issuing a permit for a newspaper stand, the Commissioner of Streets and Sanitation shall give fourteen days written notice of the proposed issuance to the alderman of the ward in which the proposed newspaper stand is to be located, and no such permit shall be issued without the approval of the City Council.]

(a) Within three business days after an application is filed with the Commissioner of *Public Works* for a permit for a newspaper stand, other than an application for the renewal of a permit for an existing newspaper stand, the Commissioner shall deliver a duplicate of the application to the Commissioner of Planning and to the alderman of the ward in which the newspaper stand is or will be located. Upon receipt of such application, the alderman may refer the application to the City Council's Committee on Transportation and the Public Way for the purpose of conducting public hearings on the proposed permit application. All interested persons, including the applicant, shall be given an opportunity to be heard at such hearings. After conducting such hearings, the Committee may issue a report summarizing the issues that were addressed at the hearings and recommending approval or denial of the application. Any such report must be filed with the Commissioner of *Public Works* not later than 30 days after the application was received by the alderman.

The Committee's report on the permit application shall be based solely on the following considerations:

- (1) whether the design, materials and color scheme of the newspaper stand comport with and enhance the quality and character of the

streetscape, including nearby development and existing land uses;

- (2) whether the newspaper stand complies with this Code;*
- (3) whether the applicant has previously operated a newspaper stand at that location;*
- (4) the extent to which services that would be offered by the newspaper stand are already available in the area;*
- (5) the number of daily publications proposed to be sold from the newspaper stand; and*
- (6) the size of the stand relative to the number of days the stand will be open and operating.*

Any Committee report recommending disapproval of a permit application must state the specific reasons for the recommendation, which reasons shall be consistent with an applicant's constitutional rights contained in the First, Fifth and Fourteenth Amendments of the United States Constitution, and Sections 2 and 4 of Article I of the Illinois Constitution of 1970.

Upon receipt of the permit application, the Commissioner of Planning shall review the application and supporting materials, and shall report to the Commissioner of Public Works his recommendation for acceptance or denial based solely upon the considerations described in paragraphs (1) through (6) of this subsection (a). Such report shall be filed with the Commissioner of Public Works within 30 days after the application was received by the Commissioner of Planning.

In acting on all applications filed pursuant to this subsection, the Commissioner of Public Works shall give due consideration to the Committee's report, if any, and to the recommendation of the Commissioner of Planning, and shall be bound by the same standards as apply to the Committee in approving or denying a permit.

Notwithstanding any other provision to the contrary, any application under this subsection (a) for a permit for a newspaper stand to be located on property on which a designated landmark is situated, or on the public way between the street and the property line of such property, shall be subject to permit review by the Commission on Chicago Historical and Architectural Landmarks pursuant to Chapter 2-120 of this Code. An application for a permit for such a newspaper stand or for written approval to substantially remodel such a newspaper stand shall not be considered filed with the Commissioner of Public Works under this Article until the application is approved by the Commission pursuant to that Chapter.

(b) *In the case of an application for renewal of a permit that has been previously issued under subsection (a), the Commissioner of Public Works shall renew the permit if he determines that the application and the newspaper stand are in compliance with this Code. If he determines that the application or newspaper stand is not in compliance with this Code, he shall deny the permit.*

(c) *Any action denying or approving a permit application under subsection (a) of this section shall be made by the Commissioner of Public Works not less than 35 and not more than 65 days after the application is filed with the Commissioner. Any action denying or approving a permit application under subsection (b) shall be made by the Commissioner of Public Works within 10 days after the application is filed with the Commissioner. If the Commissioner denies the application, he shall notify the applicant by mail of the reasons for his decision. Within 10 days after notice of denial of an application is sent, the applicant may request a hearing at which he will be given an opportunity to prove that the determination of the Commissioner was in error. The Commissioner of Public Works (in cooperation with the Commissioner of Planning if the denial was based on his determination) shall schedule a hearing to be held within 30 days after he received the request.*

If, after the hearing, the Commissioner of Public Works determines that his previous determination was incorrect, the Commissioner shall promptly issue or renew the permit.

(d) *No newspaper stand may be substantially remodeled without prior written approval from the Commissioner of Public Works pursuant to the standards set forth in paragraphs (a) (1) and (a) (2) of Section 10-28-160 and any other standards therefor promulgated by him in cooperation with the Department of Planning in furtherance of the purposes of this Article.*

(e) *Notwithstanding any other provision to the contrary, when two or more otherwise equally qualified applications are pending for new newspaper stands that are to be located in any area of the City in which only one new newspaper stand is permitted, preference shall be given to the application for the newspaper stand offering the largest number of different daily publications.*

10-28-165. (a) *The annual fee for a newspaper stand permit shall be based on the land values and the square footage of public property occupied by the newspaper stand, including any rack, awning or overhang attached thereto, and shall be determined by the Commissioner of General Services in accordance with regulations promulgated by him for computing rental values for occupancies of public property. In no event shall the annual fee be less than \$50; provided, however, the annual fee for a newspaper stand that is open and in operation only on Saturdays and/or Sundays shall be one-half of the fee that would otherwise be applicable.*

(b) Such permit shall remain valid until May 1st of the year following the year in which it is issued and may be renewed as provided in this Article. Applications for renewal shall be filed pursuant to section 10-28-160(b) with the Commissioner of Public Works no later than 45 days prior to the date the permit is to expire.

10-28-170. Newspaper stands shall be constructed in accordance with the general design therefor to be approved by the Commissioner of [Streets and Sanitation and shall be uniform throughout the city] *Public Works*. [The dimensions of such stands shall be as follows: . . . 16 inches] *The height of such stand shall not exceed 9 feet. A newspaper stand, including any rack, awning, or overhang attached thereto, may occupy no more than 120 square feet of public property.*

Such stands shall be constructed [of steel] in accordance with specifications [approved by the Commissioner of Streets and Sanitation, and shall be painted and maintained in a condition satisfactory to the Commissioner] *set forth in rules and regulations promulgated by the Commissioner of Public Works after consultation with the Department of Buildings.*

10-28-180. The maintenance of newspaper stands [upon the public streets] *subject to regulation under this Article* shall be under the direction and supervision of the Commissioner of [Streets and Sanitation] *Public Works*. [Nothing shall be exhibited, offered or sold from newspaper stands except daily newspapers printed and published in the city.] *Each such newspaper stand must be maintained in a safe, neat and clean condition and shall be kept free of graffiti. No advertising bill, poster, card, or other advertising matter of any kind whatsoever shall be exhibited, displayed or placed on, or affixed to, any such stand. A newspaper stand shall be used for no purpose other than the exhibition and sale of newspapers, periodicals and similar publications. On the outside of each newspaper stand there shall be clearly displayed at all times a sign stating the name, business telephone number and address of the permit holder. In addition, a copy of the permit shall be displayed prominently inside the newspaper stand. Any newspaper stand that is not in compliance with this requirement shall be removed by the City pursuant to this Article.*

10-28-185. (a) No newspaper stand may be erected, located or maintained if the site or location of the newspaper stand endangers public safety or property; or when such site or location is used for public utility purposes, public transportation purposes or other governmental uses; or when such newspaper stand unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic, the ingress into or the egress from any residence or place of business, or the use of poles, posts, traffic signs or signals, hydrants, mailboxes, or other objects permitted at or near such location.

(b) No newspaper stand shall be situated so that the clear space for the passage of pedestrians on the sidewalk is reduced to less than 6 feet. No newspaper stand shall be placed within 3 feet of any area improved with a lawn, flowers, shrubs or trees or within 3 feet of any display window of any building or in such manner as to impede or interfere with the reasonable use of such window for display purposes. The provisions of this subsection (b) shall not apply prior to January 1, 1992 to any newspaper stand operating pursuant to a permit issued pursuant to this Article prior to the effective date of this section.

(c) No seat, chair or canopy shall be attached to the exterior of any newspaper stand.

(d) Each newspaper stand shall be kept locked and secured when not in use.

(e) No newspaper stand shall be equipped with electricity from an outside source unless all appropriate permits therefor have been secured.

10-28-190. *(a) Any permit for [the erection, location, construction, or maintenance of] a newspaper stand [on any public way or other public place may] shall be revoked by the [Mayor in his discretion] Commissioner of Public Works if:*

(1) The newspaper stand is erected, located or maintained in violation of this Code or regulations adopted pursuant thereto;

(2) The newspaper stand has not been occupied and open for business purposes at any time within the previous 60 day period;

(3) The operator of the newspaper stand fails to take reasonable precautions to prevent the stand from being used for illegal activities;

(4) It is determined that the permit holder has submitted false information in or in connection with his application; or

(5) In the case of a permit for a new newspaper stand, the permit holder fails to erect a stand meeting the requirements of this Code within 90 days after the permit is issued.

(b) Before a permit is revoked pursuant to this section, notice of the revocation and the reasons therefor shall be mailed to the permit holder. Within 10 days of such notice, the permit holder may request a hearing at which he will be given an opportunity to respond to the allegations in the complaint. If no request for a hearing is made within such 10 day period, the permit shall be revoked. If such a request is made, a hearing shall be scheduled by the Commissioner of Public Works within 30 days after

receiving the request. If, after the hearing, the Commissioner determines that the allegations in the notice of revocation are true, he shall revoke the permit and order the newspaper stand removed. Within 15 days after the permit for a newspaper stand has been revoked, the former permit holder shall remove the newspaper stand from the public way or other public property and repair any damage to the property caused by the installation or removal of the stand. If such action is not taken by the former permit holder, the City shall cause the removal and repairs to be made and may collect from the former permit holder an amount equal to the amount of the City's expenses for such removal and repair.

(c) In addition to any other authority given to the Commissioner pursuant to this section, the Commissioner shall cause the removal of any newspaper stand on the public way or on any other unenclosed property owned or controlled by the City for which no valid permit is in effect. Prior to doing so, the City shall post a notice on the stand stating that the stand must be removed and the public property restored to its original condition within 15 days after the date of the notice. If the name and address of the owner or operator of the newspaper stand is known to the Commissioner, a copy of the notice shall be mailed to that person. The notice shall also state that the owner or operator of the stand may request a hearing to demonstrate compliance with this Article by filing such request in writing with the Commission within the 15 day period. If the stand is not removed and no such request is filed within the 15 day period, the City shall cause the removal and repairs to be made and may collect from the owner or operator an amount equal to the amount of the City's expenses for such removal and repairs. If a timely request for a hearing is filed, a hearing shall be scheduled by the Commissioner within 30 days after the request is made. If, after the hearing, the Commissioner determines that the newspaper stand is not in compliance with this Article, he shall order the stand removed and the public property repaired within 15 days. If the stand is not removed and the repairs are not made within such 15 day period, the City shall cause the removal and repairs to be made and may collect from the owner or operator an amount equal to the City's expenses for such removal and repairs.

(d) Notwithstanding any provisions to the contrary, the City may remove summarily any newspaper stand that poses an immediate threat to the health or safety of the public. Within 15 days after taking such action, the Commissioner shall notify by mail the holder of the permit for the newspaper stand (or, if there is no such permit and the identity and address of such person may be reasonably ascertained, the owner of the newspaper stand) of the action taken and the reasons therefor. Within 10 days after such notification is made, the permit holder or newspaper stand owner may request a hearing for the purpose of determining whether the newspaper stand was in violation of this Article. If after such hearing, or if no timely request is made, the Commissioner determines that such a violation did occur, the Commissioner shall revoke the permit for the newspaper stand, if any, and the permit holder or newspaper stand owner shall be required to

pay the City an amount equal to the amount of the City's expense in removing the newspaper stand and making necessary repairs.

(e) Any salvageable portion of a newspaper stand removed by the City pursuant to this Article, and any contents of such stand, shall be stored by the City for a period of 30 days. The owner of the stand may reclaim the property within such 30 day period by paying to the City all amounts payable to the City for its expenses in removing the stand and repairing the public property, plus a \$50 storage fee. Any property that is not so reclaimed shall be disposed of as unclaimed property.

10-28-191. The Commissioner of Public Works shall have the authority to adopt such orders, rules and regulations as he may deem necessary for the proper administration and enforcement of the provisions of this Article.

10-28-192. The provisions of Sections 10-28-130 through 10-28-192 are severable. If any section, clause, provision, portion or application of those sections is determined by any court to be invalid for any reason, the validity of the remaining sections, clauses, provisions or portions, and their application to other circumstances, shall not be affected thereby. It is the intention of the City Council that those sections would have been enacted by the City Council regardless of the invalid sections, clauses, provisions, portions or applications.

SECTION 2. This ordinance takes effect 60 days after its passage and publication.

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 25, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on June 12, 1991) for grants of privilege in the public way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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):

Bryn Mawr Care, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Bryn Mawr Care, Inc., upon the terms and subject to the conditions of this ordinance, to maintain an existing enclosed fire escape extending from the 3rd floor to the 6th floor at the rear of the premises at 5547 North Kenmore Avenue. Said enclosure is constructed of eighteen gauge corrugated, galvanized sheet metal siding covering fire escape sixteen (16) feet in width, that extends into a north-south public alley a distance of five (5) feet; for a period of five (5) years from and after September 24, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation,

the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon

receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 2885 of this Journal.]

Cozzi Iron And Metal, Incorporated.

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

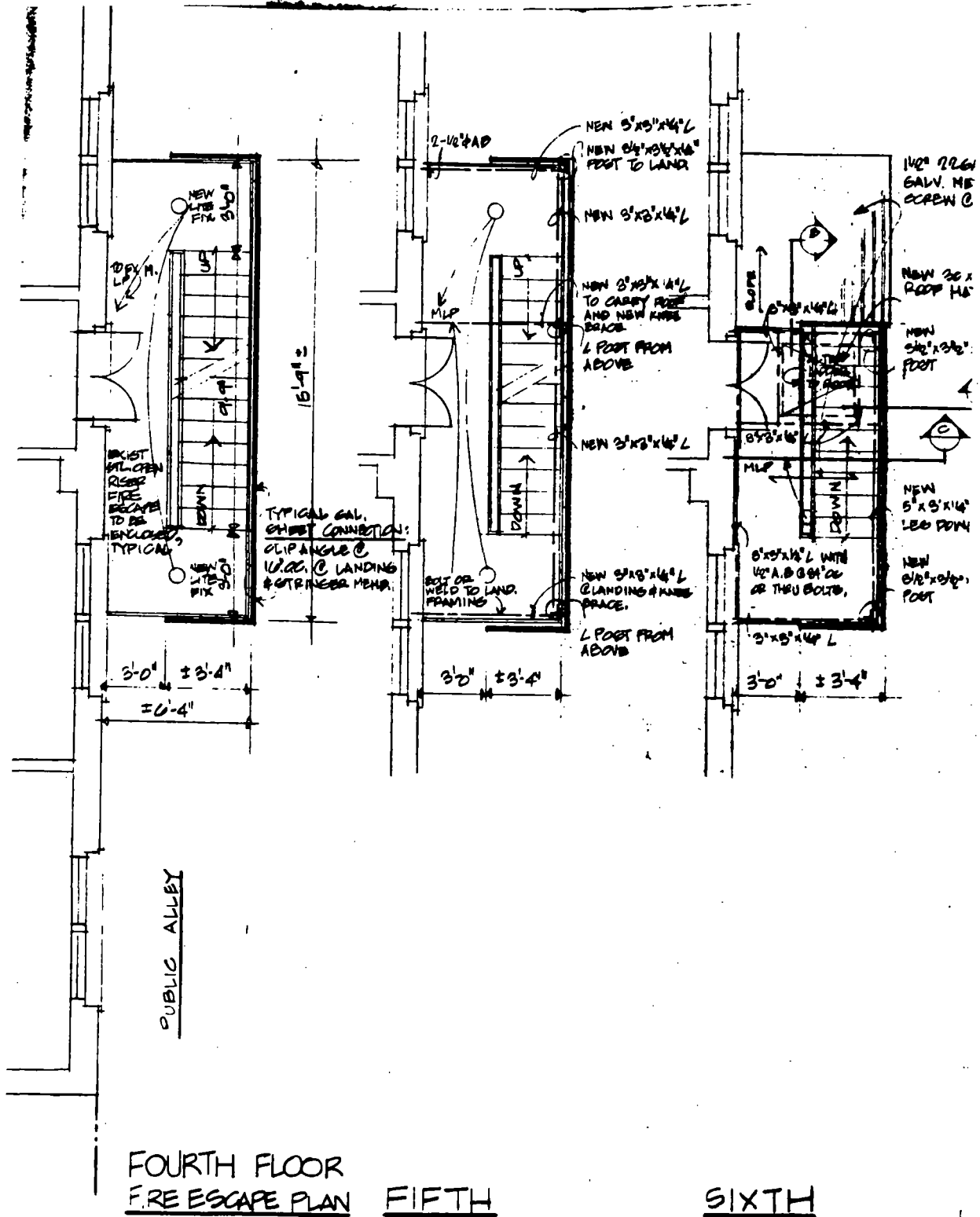
SECTION 1. Permission and authority are hereby given and granted to Cozzi Iron and Metal, Incorporated, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use one (1) aerial communications cable over the public way. Said cable shall be used to link its new administrative office with the existing office located at 2232 South Blue Island Avenue. Said cable shall be composed of 200 pair 24 gauge FE22 with 1/4 inch messenger. Authority herein given and granted shall be for a total of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

(Continued on page 2886)

Ordinance associated with this drawing printed on pages 2881 through 2884 of this Journal.



(Continued from page 2884)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 2888 of this Journal.]

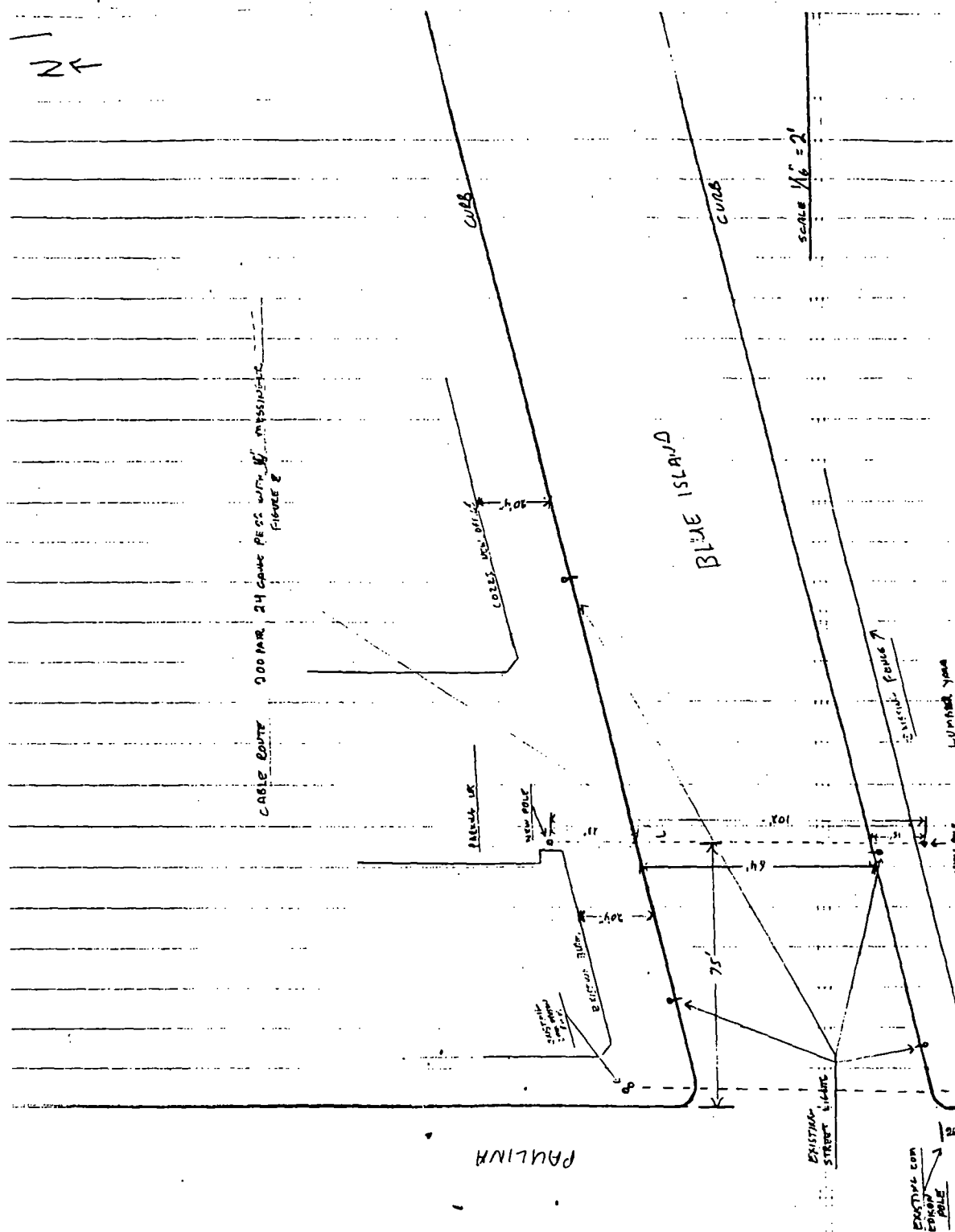
New York Life Insurance Company.

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

SECTION 1. Permission and authority are hereby given and granted to New York Life Insurance Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a ten inch (10") steel channel projecting nine inches (9") into West Couch Place in

(Continued on page 2889)

Ordinance associated with this drawing printed on pages 2884 through 2887 of this Journal.



(Continued from page 2887)

the rear of the premises located at the northeast corner of West Randolph Street and North Wacker Drive and known as 155 North Wacker Drive. The above named privilege is herein given and granted for a period of five (5) years from and after October 5, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand One Hundred Two and no/100 Dollars (\$1,102.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all

liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the

structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 2892 of this Journal.]

Northern Indiana Commuter Transportation District.

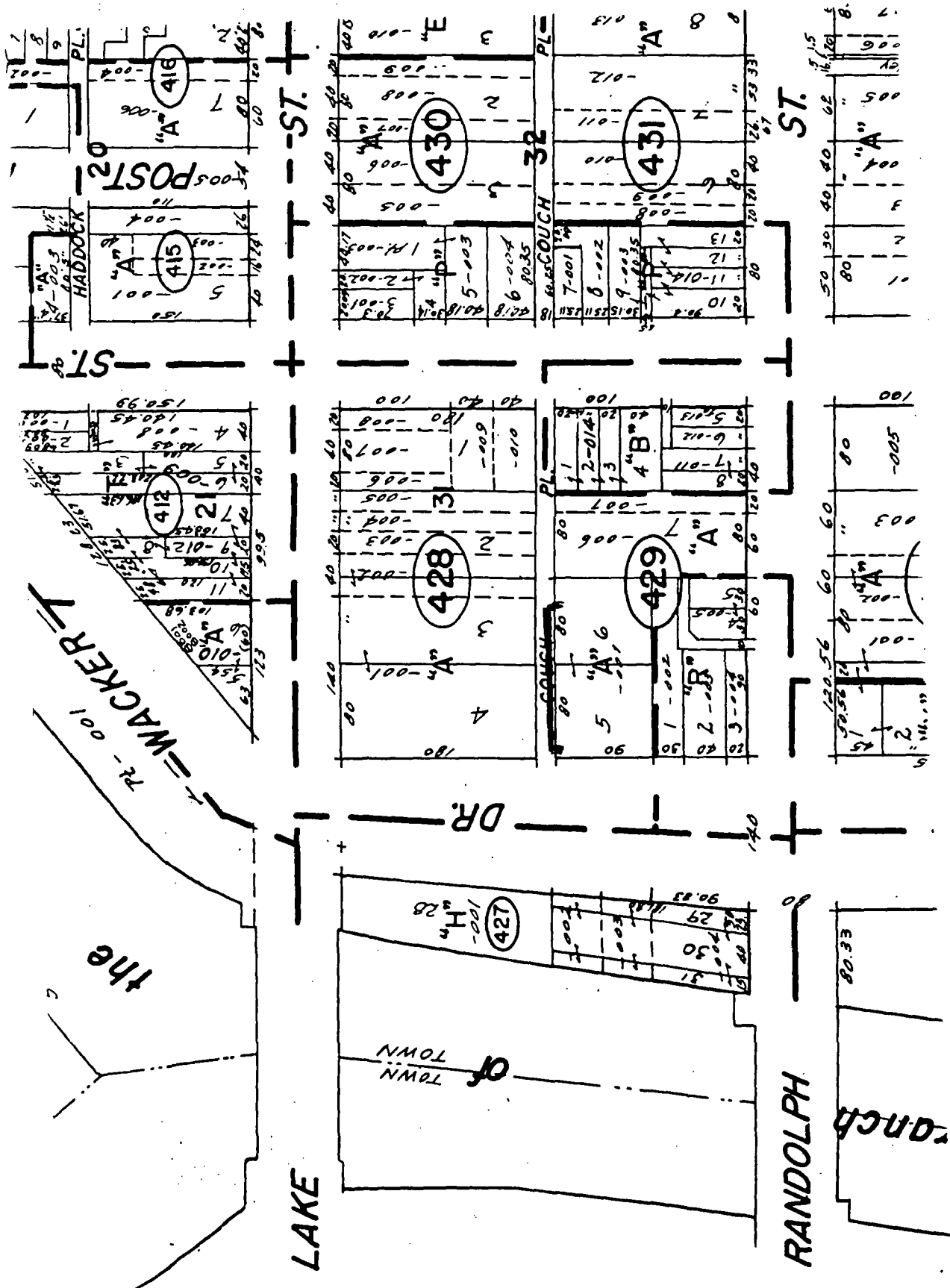
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Northern Indiana Commuter Transportation District, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a portion of the public way for the improvement of the existing commuter rail station located approximately at East 136th Street and South Brainard Avenue. Said privilege shall occupy a portion of the improved right-of-way named East 136th Street one hundred forty-one (141) feet in length and eighty (80) feet in width for a total of eleven thousand two hundred eighty (11,280) square feet. Said privilege shall also extend along unimproved public alleys to the south and west of South Brainard Avenue in an irregular shape for a total of eighteen thousand six hundred twenty-eight (18,628) square feet as shown on prints attached hereto. Said occupation of space shall be used to provide an improved parking lot and station facilities for commuters and other passengers. Authority herein given and granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation,

(Continued on page 2893)

Ordinance associated with this drawing printed on pages 2887 through 2891 of this Journal.



(Continued from page 2891)

the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Four Hundred Sixty-five and no/100 Dollars (\$1,465.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation,

alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawings attached to this ordinance printed on pages 2896 through 2899 of this Journal.]

Northwestern Illinois Regional Commuter Railroad Corporation.

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

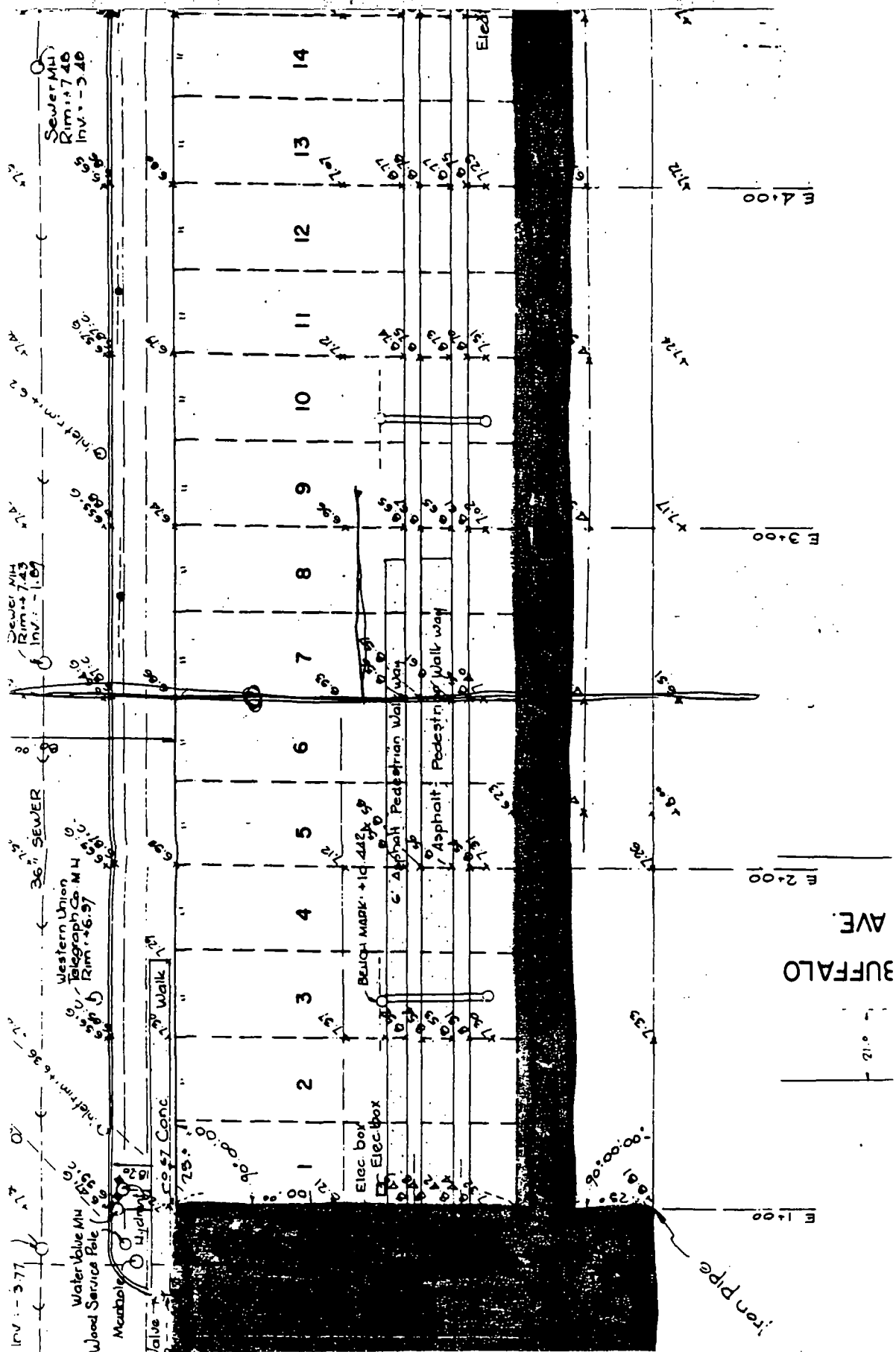
SECTION 1. Permission and authority are hereby given and granted to Northwestern Illinois Regional Commuter Railroad Corporation ("Metra"), upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a portion of the public way for the purpose of providing commuter parking. Said occupation of space shall extend five hundred thirty-nine (539) feet in length and fourteen (14) feet in width for a total of seven thousand five hundred forty-six (7,546) square feet. Said privilege shall run adjacent to the addresses 10904 to 11010 South Hale Street. Authority herein given and granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

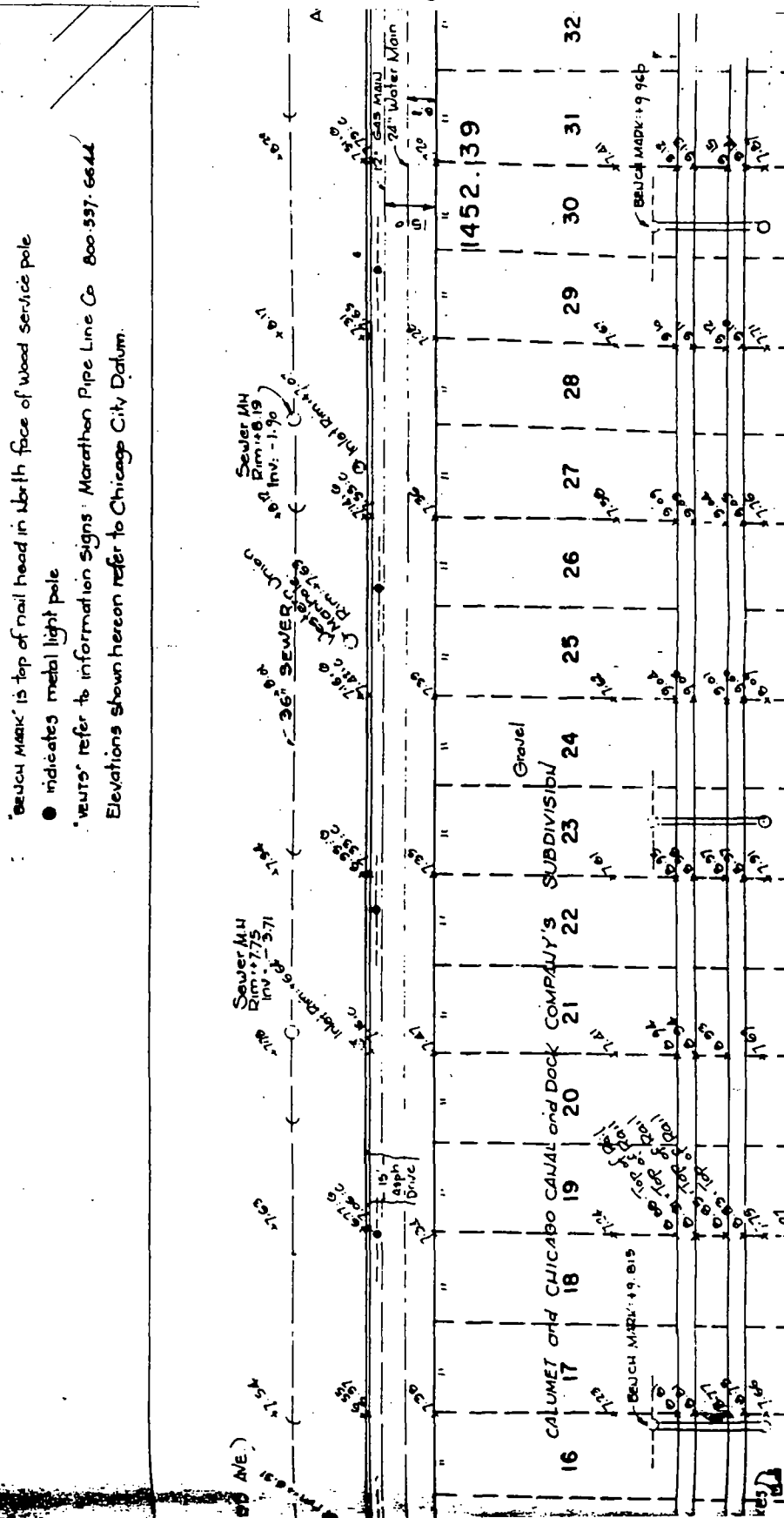
SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Fifty-three and no/100 Dollars (\$2,053.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due

(Continued on page 2900)

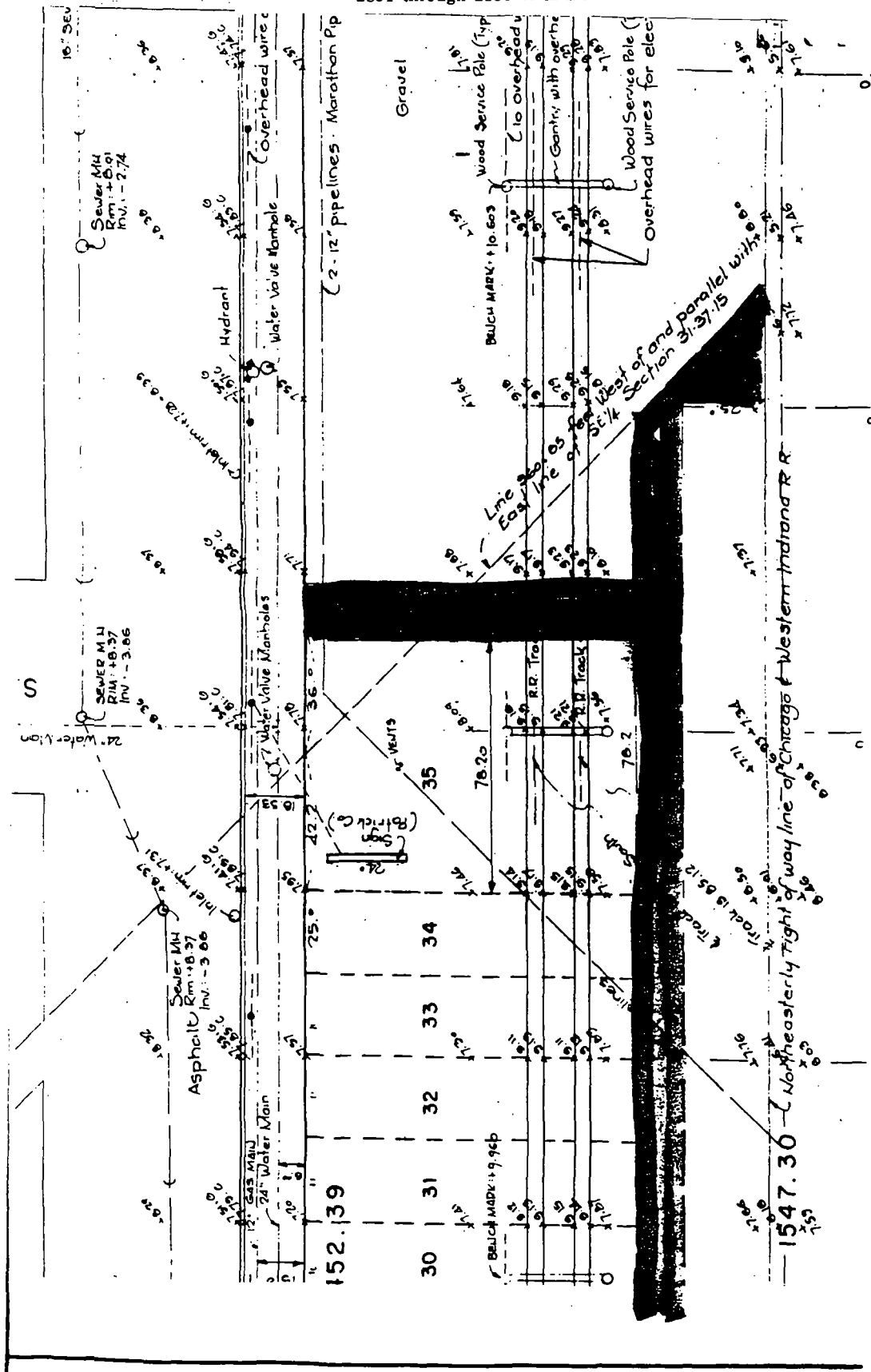
Ordinance associated with this drawing printed on pages 2891 through 2895 of this Journal.

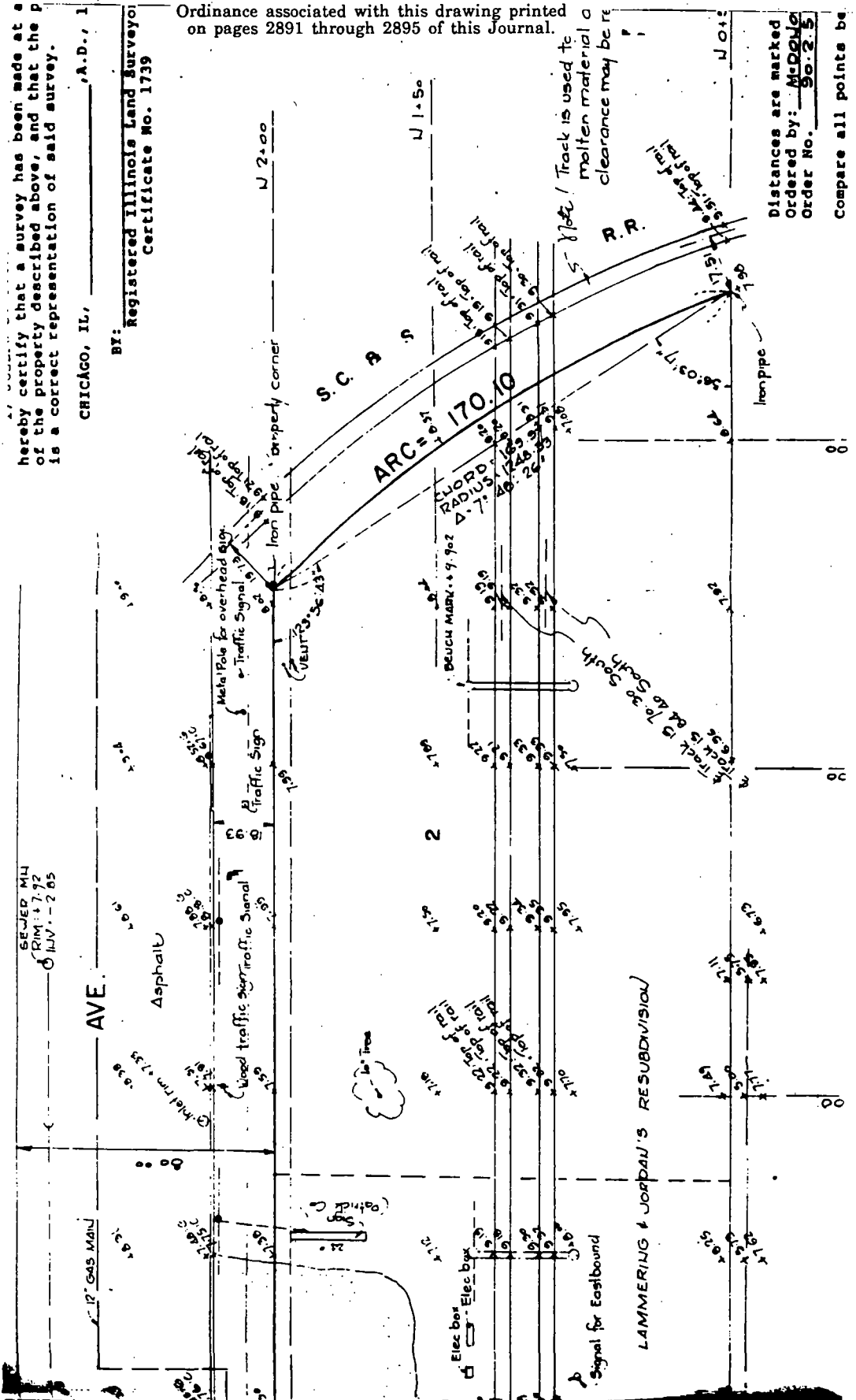


Ordinance associated with this drawing printed on pages
2891 through 2895 of this Journal.



Ordinance associated with this drawing printed on pages
2891 through 2895 of this Journal.





(Continued from page 2895)

and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the

insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

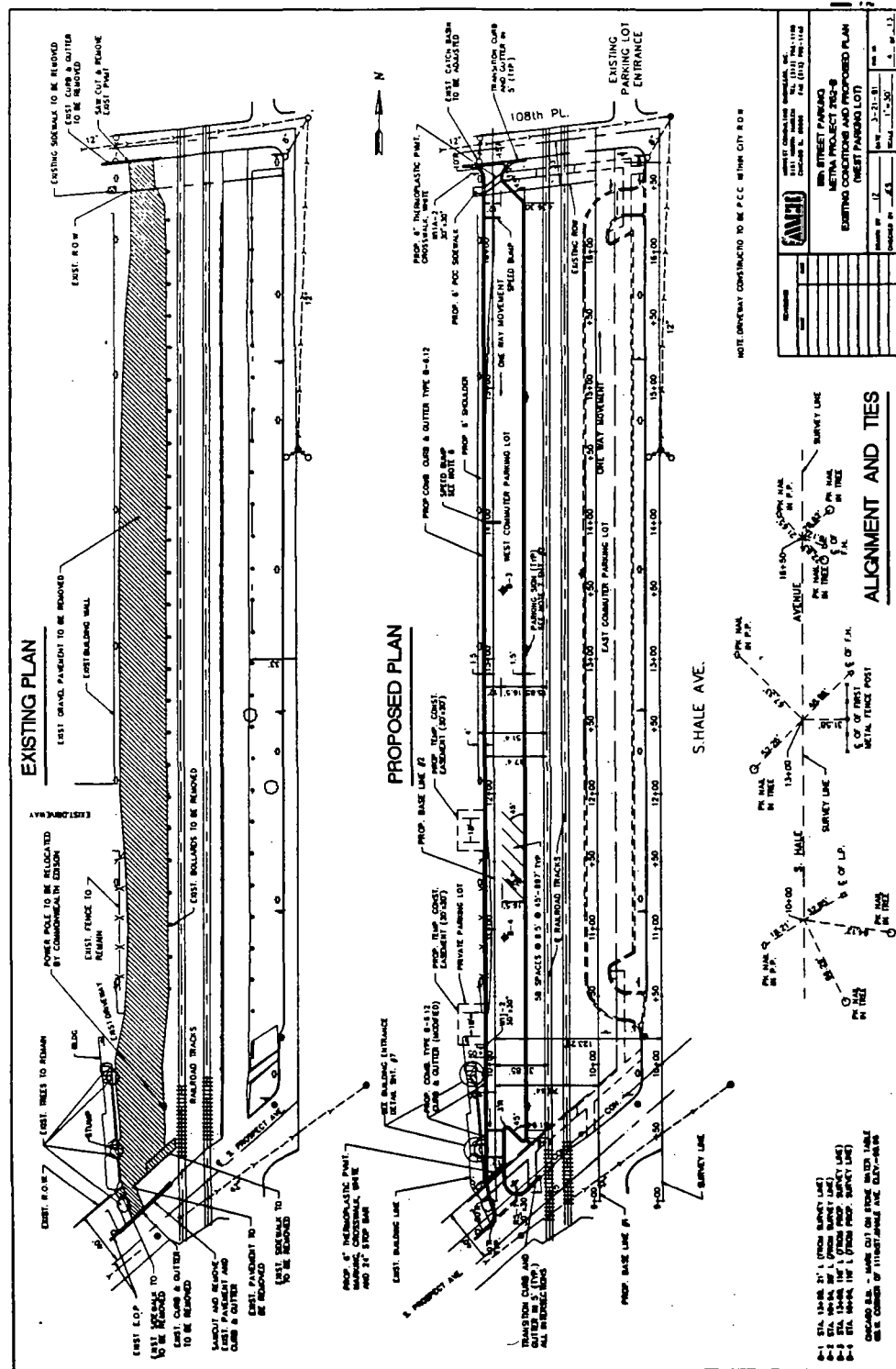
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

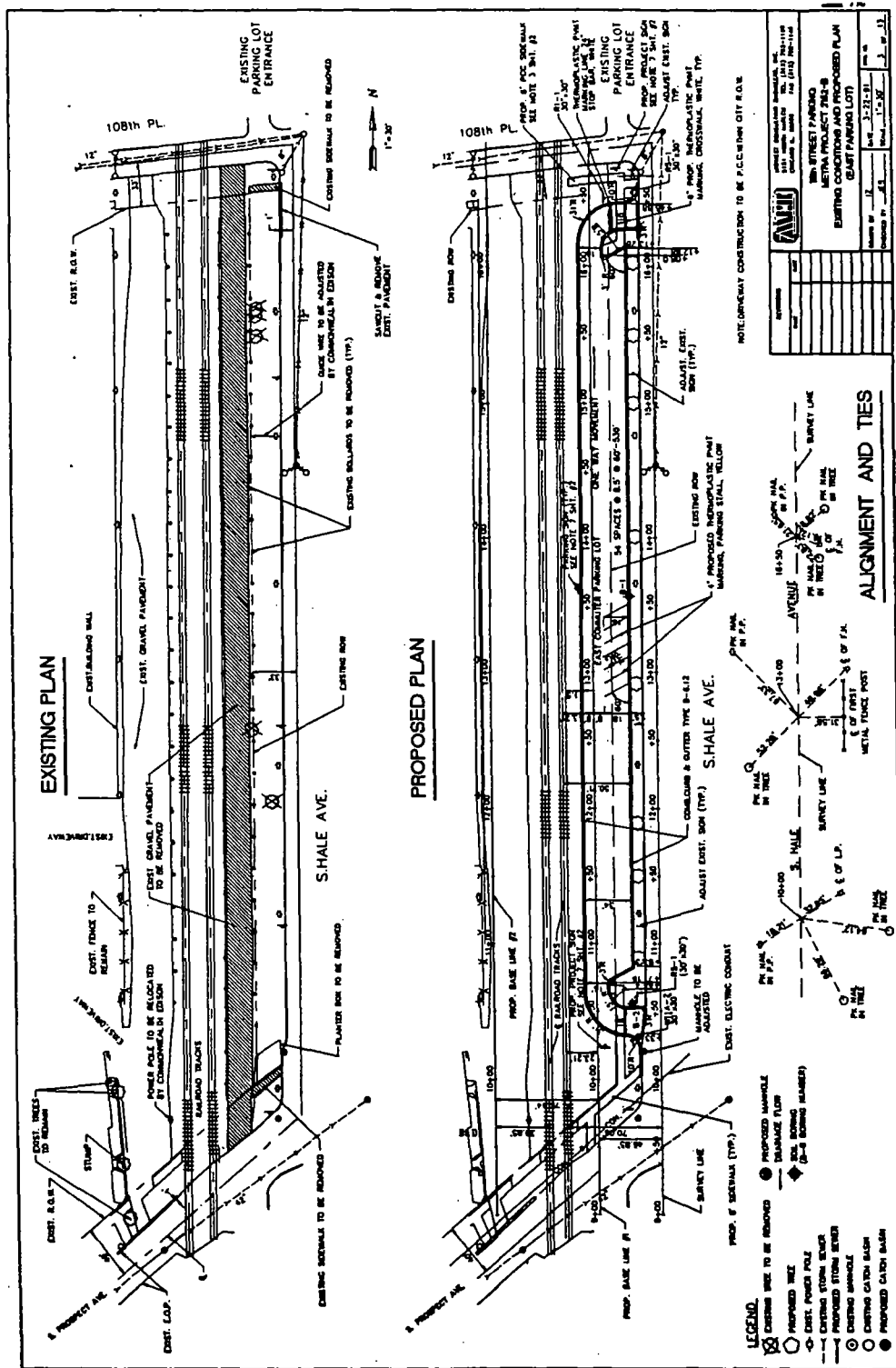
SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawings attached to this ordinance printed on
pages 2902 through 2905 of this Journal.]

Ordinance associated with this drawing printed on pages 2895 through 2901 of this Journal.



Ordinance associated with this drawing printed on pages 2895 through 2901 of this Journal.



Northwestern Memorial Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Northwestern Memorial Hospital, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use one (1) door-swing entryway adjacent to its premises located at 303 East Superior Street. Said privilege shall occupy a portion of the public way six (6) feet in length and three (3) feet in width for a total of eighteen (18) square feet. Authority herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will

have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged

to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 2909 of this Journal.]

Old Republic Life Insurance Company.

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

SECTION 1. Permission and authority are hereby given and granted to Old Republic Life Insurance Company, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use one (1) pedestrian bridge over the public way adjacent to its premises located at 307 South Michigan Avenue. Said bridge shall extend twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet. Said bridge shall reach a height of between fifty-seven point forty-nine hundredths (57.49) feet and fifty-nine point seventeen hundredths (59.17) feet. Authority herein given and granted shall be for a period of five (5) years from and after date of passage of this ordinance.

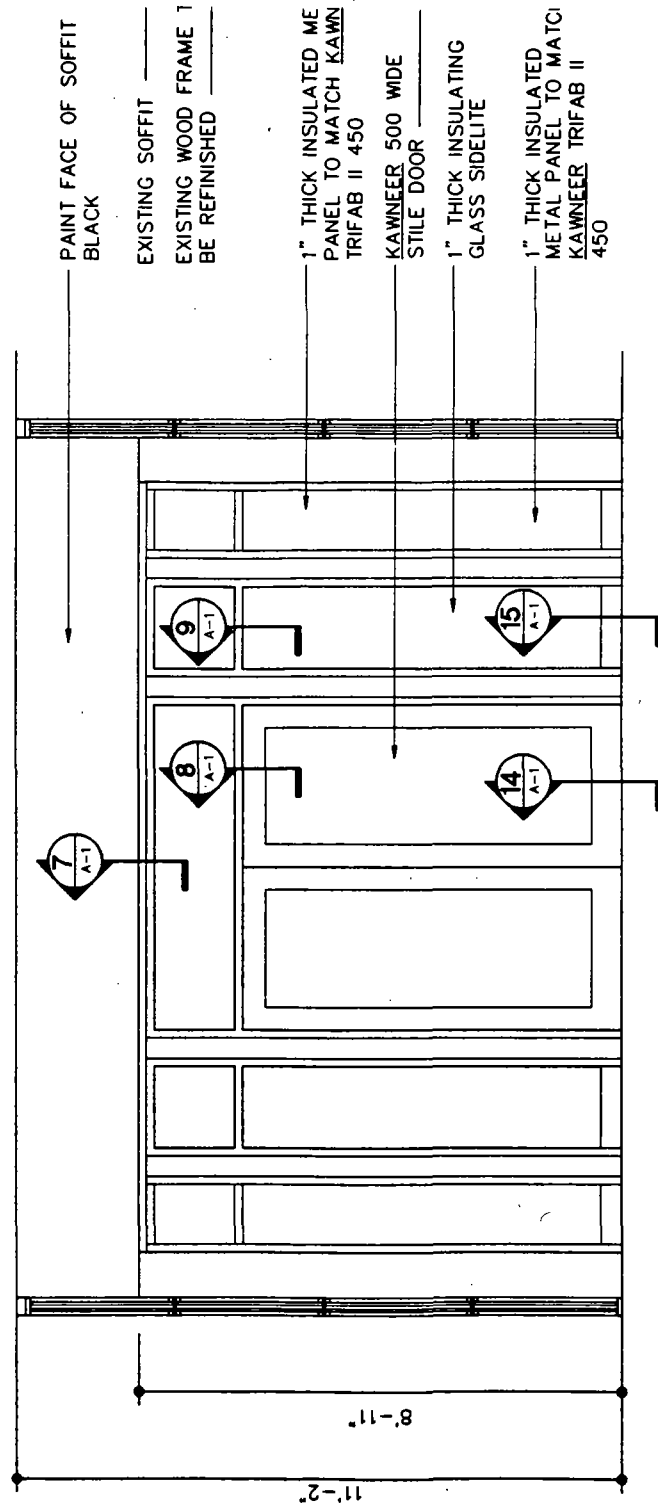
The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation,

(Continued on page 2910)

Ordinance associated with this drawing printed on pages
2901 through 2908 of this Journal.

DEMOLITION NOTES

① REMOVE EXISTING DOOR AND HARDWARE	④ REMOVE DOOR BUMPERS
② REMOVE EXISTING HITCHING POST	⑤ REMOVE AND RELOCATE NUMBERS
③ REMOVE THRESHOLD AND PATCH FLOOR TO MATCH EXISTING	⑥ REMOVE EXISTING DOOR FRAME STOPS AND PATCH, STAIN AND REFINISH OAK JAMBS AND HEAD



ELEVATION • EXTERIOR DOORS

3/8" = 1'-0"

EXISTING METAL

5
A-

(Continued from page 2908)

the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Ninety-two and no/100 Dollars (\$392.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation,

alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The Permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of

indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 2913 of this Journal.]

South Shore Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to South Shore Hospital, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) manhole in the public way adjacent to its premises located at 8012 South Crandon Avenue. Said manhole shall allow sampling access to the sewer system. Said manhole shall have a four (4) foot diameter and shall be installed in the public sidewalk along South Crandon Avenue. Authority herein given and granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances

(Continued on page 2914)

(Continued from page 2912)

herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the

Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

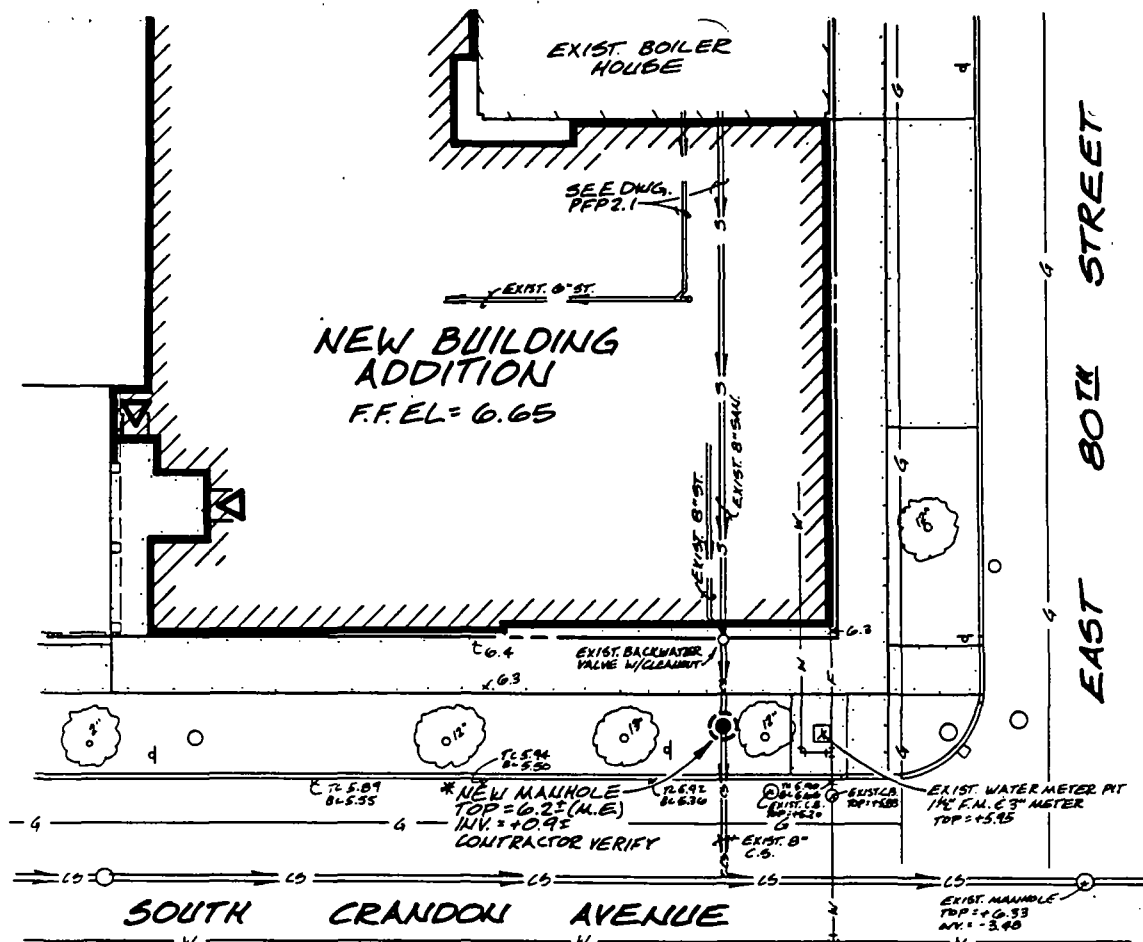
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

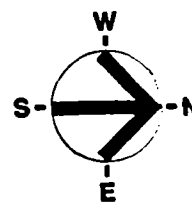
[Drawing attached to this ordinance printed on
page 2916 of this Journal.]

Ordinance associated with this Drawing printed on
pages 2912 through 2915 of this Journal.



* STANDARD CITY OF CHICAGO
4' DIAMETER MANHOLE

**PROPOSAL SKETCH
NEW MANHOLE
SOUTH SHORE HOSPITAL
CHICAGO, ILLINOIS
2-28-91
REVISED: 3-13-91**



SCALE: 1" = 20'

Woman's Athletic Club Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to the Woman's Athletic Club of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault to house a heating plant under the surface of East Ontario Street, adjacent to the premises known as 114 -- 122 East Ontario Street. Said vault not exceeding eighty-five (85) feet two (2) inches in length, nineteen (19) feet in width, nor twenty (20) feet in depth for a total of 1,618.8 square feet, for a period of five (5) years from and after July 11, 1991.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand One Hundred Sixty-eight and no/100 Dollars (\$5,168.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will

have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged

to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 2920 of this Journal.]

Mr. Harold S. Zakroff.

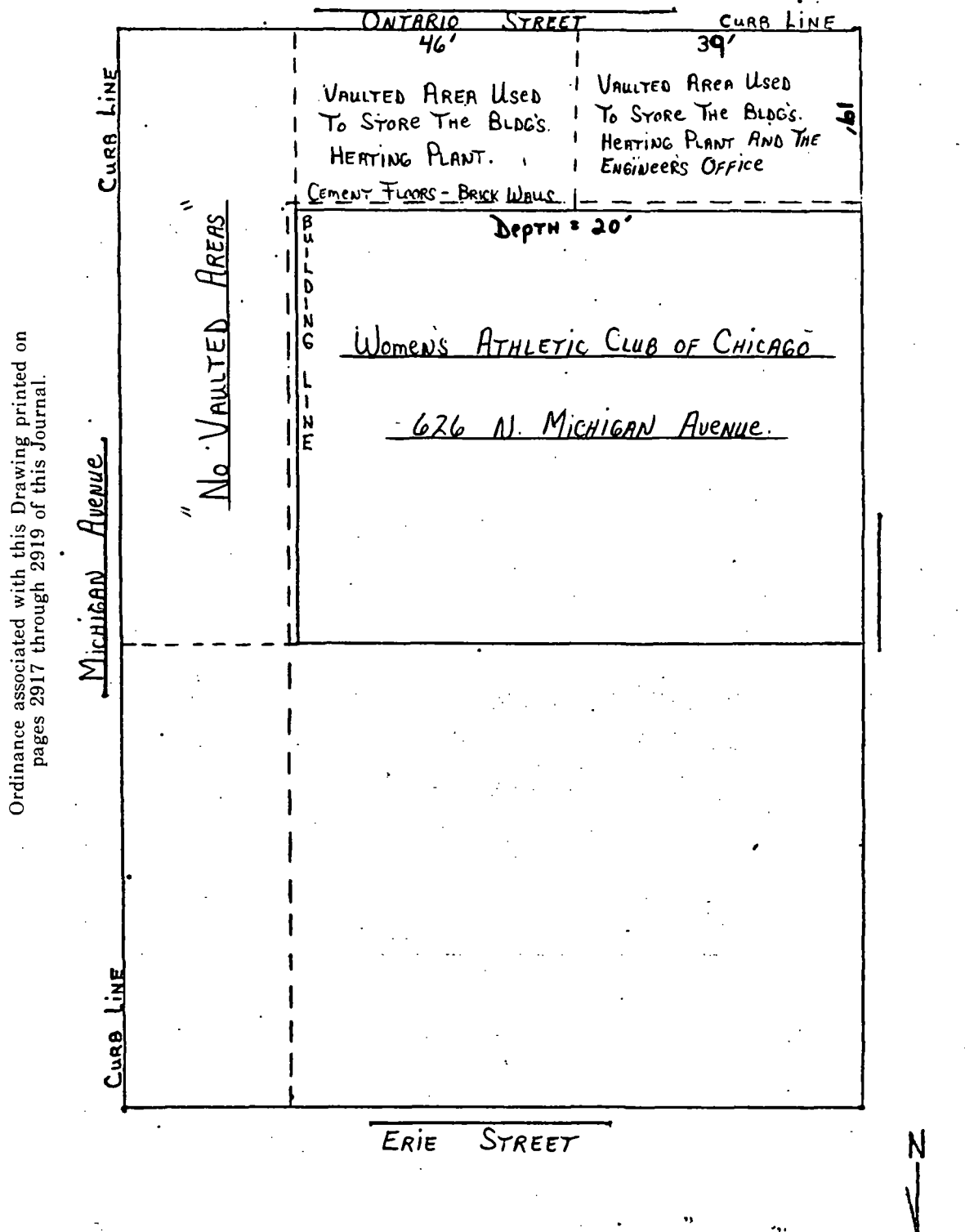
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Harold S. Zakroff, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) bridges over the public way between the buildings located at 1934 North Washtenaw Avenue, 1935 North Fairfield Avenue and 2701 West Armitage Avenue.

Bridge No. 1.

Said bridge extends across the first east-west public alley directly to the north of West Armitage Avenue and connects the 1935 North Fairfield with the 2701 West Armitage buildings. Said bridge is sixteen (16) feet in length, eight (8) feet in width and twelve (12) feet in height.

(Continued on page 2921)



(Continued from page 2919)

Bridge No. 2.

Said bridge extends across the north-south public alley parallel and in between North Washtenaw and North Fairfield Avenues. Said bridge connects the 1935 North Fairfield building with the 1934 North Washtenaw building. Said bridge joins the third and fourth floors and is sixteen (16) feet in length, sixteen (16) feet in width, and thirty-two (32) feet in height.

Authority herein given and granted shall be for a period of five (5) years from and after date of passage.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets

and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other

expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 2924 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS (CANOPIES).

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 25, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way, to which was referred (June 12, 1991) proposed orders to issue permits for the construction, maintenance and use of sundry canopies at various locations, begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted therewith.

(Continued on page 2925)

Ordinance associated with this Drawing printed on
pages 2919 through 2923 of this Journal.

FAIRFIELD

Bridge Across Alley - X - - -

Joining 2nd Floor

"Not Used"

Length = 16'
Width = 8'
Height = 12'

Houses

1935 N

4 STORY

HANDY BLDG.

ALLEY

Pass from Fairfield to Washburn

Joining 2nd and 4th floors X - -

Built 60th Ave to Join

Bldgs: Built as part of Length = 16'
Bldgs. Not Bridge Width = 16'
Height = 32'

1934 N 4 STORY

HANDY BLDG.

ALLEY

1 STORY BLDG. 2701 W.
PART 2 STORY
NOT OUR PROPERTY

Armstrong Ave 2000 N

WASHBURN ST

Requested BY: Mr. TAK

(Continued from page 2923)

This recommendation was concurred in unanimously by a viva voce vote of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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):

*American National Bank & Trust Company,
Under Trust Number 100457-06: Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to American National Bank & Trust Company, under Trust Number 100457-06 ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in West Lawrence Avenue attached to the building or structure located at 3049 West Lawrence Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Bank Of Ravenswood, Under Trust Number 1401: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Bank of Ravenswood, under Trust Number 1401 ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West St. James Place attached to the building or structure located at 444 West St. James Place for a period of three (3) years from and after May 5, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 17 feet in length, nor 13 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Richard Barberio: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Richard Barberio ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in South Halsted Street attached to the building or structure located at 3225 South Halsted Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Belmont LPL Partnership: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Belmont LPL Partnership ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Belmont Avenue attached to the building or structure located at 711 West Belmont Avenue for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 45 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy and no/100 Dollars (\$70.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

The Conservatory Condominium Association: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The Conservatory Condominium Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Lincoln Park West attached to the building or structure located at 2314 North Lincoln Park West for a period of three (3) years from and after February 10, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 17 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Krauspe Funeral Home: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Krauspe Funeral Home ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 3905 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance

with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

L. Byron's Yogurt, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to L. Byron's Yogurt, Incorporated ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West 63rd Street attached to the building or structure located at 4158 West 63rd Street for a period of three (3) years from and after March 30, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 37 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-two and no/100 Dollars (\$62.00) per annum, in

advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Sergio Martinucci: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Sergio Martinucci ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Irving Park Road attached to the building or structure located at 4210 West Irving Park Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 10 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or

litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Mr. Luis Navarro (Doing Business As
Flower Connection): Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Luis Navarro, doing business as Flower Connection ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Pulaski Road attached to the building or structure located at 3514 North Pulaski Road for a period of three (3) years from and after March 30, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege

herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

New York Life Insurance Company: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to New York Life Insurance Company ("Permittee") to maintain and use three (3) canopies over the public right-of-way in West Randolph Street attached to the building or structure located at 318 West Randolph Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 3 at 24 feet, respectively, in length, nor 3 at 3 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Oscar Serna/Oscar's Watch And Jewelry, Inc.: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Oscar Serna/Oscar's Watch and Jewelry, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Halsted Street attached to the building or structure located at 3505 South Halsted Street for a period of three (3) years from and after February 25, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Talbots: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Talbots ("Permittee") to maintain and use four (4) canopies over the public right-of-way in North Wabash Avenue attached to the building or structure located at 139 North Wabash Avenue for a period of three (3) years from and after May 15, 1991 in accordance with the

ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 6 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Thomas Liquors, Inc. (Doing Business As Blackie's): Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Thomas Liquors, Inc., doing business as Blackie's ("Permittee") to maintain and use three (3) canopies over the public right-of-way in South Clark Street attached to the building or structure located at 755 South Clark Street for a period of three (3) years from and after January 27, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 38 feet and 1 at 16 feet, respectively, in length, nor 3 at 3 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Seventy-six and no/100 Dollars (\$176.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Viceroy Hotel Investors: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Viceroy Hotel Investors ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Warren Avenue attached to the building or structure located at 1519 West Warren Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Village Carpets, Inc.: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Village Carpets, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Fullerton Avenue attached to the building or structure located at 1455 West Fullerton Avenue for a period of three (3) years from and after February 25, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars (\$55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

2650 Lakeview Condominium Association: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 2650 Lakeview Condominium Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Lakeview Avenue attached to the building or structure located at 2650 North Lakeview Avenue for a period of three (3) years from and after August 3, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 52 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-seven and no/100 Dollars (\$77.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC
WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 25, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on June 12, 1991) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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):

Bar-Louie, Inc. (Doing Business As Bar Louie).

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

SECTION 1. Permission and authority are hereby given and granted to Bar-Louie, Inc., doing business as Bar Louie, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 226 West Chicago Avenue. Said sidewalk cafe area shall be thirteen (13) feet in length and nine (9) feet in width for a total of one hundred seventeen (117) square feet and shall begin six (6) feet from the face of the curb line along West Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 16.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the

provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be to paid to the Department of General Services, Bureau of Asset Management.

*Mr. Enis Cirkic (Doing Business As The European
Pastry Shop And Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Enis Cirkic, doing business as The European Pastry Shop and Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4701 North Lincoln Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and thirteen (13) feet in width, for a total of two hundred sixty (260) square feet and shall begin six (6) feet from the face of the building line along West Leland Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 9:00 A.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 25.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the

insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

Cornelia's, Inc. (Doing Business As Cornelia's).

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

SECTION 1. Permission and authority are hereby given and granted to Cornelia's, Inc., doing business as Cornelia's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 750 West Cornelia Avenue. Said sidewalk cafe area shall be thirty (30) feet in length and five (5) feet in width for a total of one hundred fifty (150) square feet and shall begin six (6) feet from the face of the building line along West Cornelia Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 16.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

*Mr. Dion Antic (Doing Business As The
Ugly Bar And Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Dion Antic, doing business as The Ugly Bar and Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2944 North Lincoln Avenue. Said sidewalk cafe area shall be seventeen (17) feet in length and five (5) feet six (6) inches in width for a total of ninety-four (94) square feet and shall begin six (6) feet from the face of the curb line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 5:00 P.M. to 11:00 P.M.
Friday and Saturday, 5:00 P.M. to 12:00 Midnight.

Compensation: \$300.00/Seating: 12.

Authority for the above named privilege is herein given and granted from and after April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual

compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by

the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Leona's Pizzeria (Doing Business As Leona's Pizzeria).

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

SECTION 1. Permission and authority are hereby given and granted to Leona's Pizzeria, doing business as Leona's Pizzeria, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 6935 North Sheridan Road. Said sidewalk cafe area shall be ninety-five (95) feet in length and eighteen (18) feet in width, for a total of one thousand seven hundred ten (1,710) square feet and shall have seven (7) feet of clear space from the face of the building line along West Morse Avenue. The compensation for said space and the days and hours of operation of the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 12:00 Midnight.

Compensation: \$1,163.00/Seating: 60.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his

decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

Leona's Pizzeria, Inc. (Doing Business As Leona's).

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

SECTION 1. Permission and authority are hereby given and granted to Leona's Pizzeria, Inc., doing business as Leona's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3215 North Sheffield Avenue. Said sidewalk cafe area shall be sixty-four (64) feet in length and seven (7) feet seven (7) inches in width, for a total of four hundred eighty-six (486) square feet and shall begin six (6) feet three (3) inches from the face of the building line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:00 A.M. to 11:00 P.M.
Friday and Saturday, 10:00 A.M. to 12:00 Midnight.

Compensation: \$331.00/Seating: 16.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing

said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said

structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

Mr. Milan Perencevic (Doing Business As Cafe Milan).

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

SECTION 1. Permission and authority are hereby given and granted to Milan Perencevic, doing business as Cafe Milan, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3332 North Broadway. Sidewalk cafe area Number 1 shall be twelve (12) feet in length and seven (7) feet in width for a total of eighty-four (84) square feet and shall begin seven (7) feet from the face of the curb line along North Broadway. Sidewalk cafe area Number 2 shall be twelve (12) feet in length and ten (10) feet in width for a total of one hundred twenty (120) square feet and shall begin eight (8) feet from the face of the building line along West Buckingham Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Friday, 8:30 A.M. to 10:00 P.M.
Saturday and Sunday, 9:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 25.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this

ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

Rekoe, Inc. (Doing Business As Subway Sandwiches).

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

SECTION 1. Permission and authority are hereby given and granted to Rekoe Inc., doing business as Subway Sandwiches, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 304 West Hubbard Street. Said sidewalk cafe area shall be eighteen (18) feet in length and six (6) feet in width, for a total of one hundred eight (108) square feet and shall begin eight (8) feet from the face of the building line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 9:00 A.M. to 7:00 P.M.

Compensation: \$300.00/Seating: 10.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location,

construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

Rose-Wells, Inc. (Doing Business As Centro Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Rose-Wells, Inc., doing business as Centro Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 710 North Wells Street. Said sidewalk cafe area shall be thirteen (13) feet in length and eight (8) feet in width for a total of one hundred four (104) square feet and shall begin six (6) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 30.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of

Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability,

which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

*September's, Inc. (Doing Business As September's
Bar And Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to September's, Inc., doing business as September's Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 649 South Clark Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and nine (9) feet nine (9) inches in width, for a total of two hundred forty-four (244) square feet and shall begin six (6) feet from the face of the building line along South Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.
Sunday, 12:00 Noon to 6:00 P.M.

Compensation: \$342.00/Seating: 24.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of

the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability,

Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

*Star Of Superstars, Inc. (Doing Business As
Amarit-Thai-Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Star of Superstars, Inc., doing business as Amarit-Thai-Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1 East Delaware Place. Said sidewalk cafe area shall be thirty (30) feet in length and eight (8) feet in width, for a total of two hundred forty (240) square feet and shall begin five (5) feet from the face of

the building and six (6) feet from the face of the curb line along East Delaware Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$432.00/Seating: 28.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and

employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and

payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Tamales, Inc. (Doing Business As Tamales).

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

SECTION 1. Permission and authority are hereby given and granted to Tamales, Inc., doing business as Tamales, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3651 North Southport Avenue. Said sidewalk cafe area shall be twenty-two (22) feet in length and eleven (11) feet six (6) inches in width for a total of two hundred fifty-three (253) square feet and shall begin six (6) feet from the face of the curb line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 4:00 P.M. to 11:00 P.M.
Friday and Saturday, 4:00 P.M. to 12:00 Midnight.

Compensation: \$300.00/Seating: 22.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

T.E.H. Enterprise (Doing Business As Jay's).

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

SECTION 1. Permission and authority are hereby given and granted to T.E.H. Enterprise, doing business as Jay's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 930 North Rush Street. Said sidewalk cafe area shall be thirty-nine (39) feet in length and five (5) feet in width, for a total of one hundred ninety-five (195) square feet and shall begin nine (9) feet six (6) inches from the face of the curb line along Walton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$351.00/Seating: 20.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his

decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*To-Go-Management Services, Inc. (Doing Business As
Primetime Foodworks).*

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

SECTION 1. Permission and authority are hereby given and granted to To-Go-Management Services, Inc., doing business as Primetime Foodworks, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 455 North City Front Plaza Drive. Said sidewalk cafe area shall be one hundred ninety-nine (199) feet in length and twelve (12) feet in width, for a total of two thousand three hundred eighty-eight (2,388) square feet and shall begin a minimum of seven (7) feet from the face of the curb line along East North Water Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 7:00 A.M. to 4:00 P.M.

Compensation: \$4,299.00/Seating: 184.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the

City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about

the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

*Washington Square Liquor's, Inc. (Doing Business As
The Boss Bar).*

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

SECTION 1. Permission and authority are hereby given and granted to Washington Square Liquor's, Inc., doing business as The Boss Bar, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 420 North Clark Street. Said sidewalk cafe area shall be nine (9) feet in length and six (6) feet in width, for a total of fifty-four (54) square feet and shall begin eight (8) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00/Seating: 16.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional

insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

29 West Hubbard Corp. (Doing Business As O'Callaghan's).

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

SECTION 1. Permission and authority are hereby given and granted to 29 West Hubbard Corp., doing business as O'Callaghan's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 29 West Hubbard Street. Said sidewalk cafe area shall be twenty-eight (28) feet in length and eight (8) feet in width for a total of two hundred twenty-four (224) square feet and shall begin six (6) feet from the face of the curb line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$404.00/Seating: 36.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1991 through, and including, November 1, 1991.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges,

subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than \$1,000,000.00 Combined Single Limit with said insurance covering all liability, including Public Liability, Property Damage and Dramshop Liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a Certificate of Insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Bureau of Asset Management, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of compensation to be paid to the Department of General Services, Bureau of Asset Management.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH
CONSOLIDATED RAIL CORPORATION FOR
IMPROVEMENT OF RAILROAD GRADE
CROSSINGS IN CRAWFORD
INDUSTRIAL PARK.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 25, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on June 25, 1991) from the Department of Economic Development, authorizing execution of an agreement with Consolidated Rail Corporation for switch tracks in the Crawford Industrial Park.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, An application is being submitted to the Economic Development Administration, United States Department of Commerce (the "E.D.A."), for the improvement of the existing industrial street network, associated municipal sewer and water improvements and installation of an improved lighting system in the Crawford Industrial Park ("Project"); and

WHEREAS, Under the Public Works Impact Program (the "P.W.I.P.") of the E.D.A., the City is eligible to receive a maximum grant of thirty-two and fifty one hundredths percent (32.5%) of the total cost or \$1,500,000, whichever is less; and

WHEREAS, A portion of the funds has been designated to be used to improve the railroad grade crossings in the Crawford Industrial Park; and

WHEREAS, Consolidated Rail Corporation ("Conrail") has proposed to repair its railroad grade crossings in the Crawford Industrial Park; and

WHEREAS, On June 12, 1991, the City Council of the City of Chicago approved a resolution guaranteeing performance of the Project; and

WHEREAS, The improvement of railroad grade crossings is related to the government and affairs of the City as well as the protection of the health, safety, morals and welfare; now, therefore,

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

SECTION 1. The Mayor or his proxy is authorized to execute and the Clerk to attest an Agreement concerning railroad grade crossings with Conrail in substantially the form attached and incorporated as Exhibit "A", subject to the approval of the Commissioner of Public Works and subject to the approval of the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Agreement.

This Agreement, made and entered into by and between the City of Chicago, hereinafter referred to as the "City" and the Consolidated Rail Corporation, commonly known as Conrail, hereinafter referred to as the "Company".

Witnesseth:

Whereas, The Company operates various industry tracks within the Crawford Industrial Park; and

Whereas, The City proposes to improve and pave the existing roadways located substantially within the area of existing trackage; said improvements to be identified as City D.P.W. Project No. U-4-064 and hereinafter called the "Project"; and

Whereas, The parties hereto desire to reduce the amount of trackage within the street improvement area, reconstruct the remaining trackage to accommodate the street improvements and complete the improvement of the Project in accordance with detailed plans and specifications approved by the parties hereto;

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements as hereinafter contained, the parties hereto agree as follows:

Section 1. The City shall secure or cause to be secured all right-of-way or easements required for its Project, and shall construct and complete its Project all without cost or assessment to the Company.

Section 2. The parties hereto shall construct, or cause to be constructed, the following items of work:

- (1). Work By The Company: The Company shall furnish, or cause to be furnished, at the expense of the City, all of the labor, materials and work equipment required to perform and complete:

- a) The detailed drawings, estimates of costs and any required specifications for the work to be done by the Company as covered under this Agreement. These detailed plans, estimates and specifications shall be submitted to the City for approval. No approved plan or specification shall be changed by any party hereto without the written consent of the other party;
- b) Removal and disposal of its existing tracks within the crossing area;
- c) Installation of strengthened track structure on improved and drained subgrade;
- d) Installation of timber and asphalt crossings, the current surface type;
- e) Temporary patching of existing paving into the crossings;
- f) Construction engineering and inspection for carrying out its work as herein set forth with the exception of the City's construction engineering specified in Section 2. (2d) of this agreement.

The Company, in performing the work as defined above, shall be permitted to close the width of street at the crossing location(s) to allow for construction activities. Appropriate traffic control and protection methods and devices as furnished by the Company, or by the City, or a combination of both, shall be installed and maintained during the period of the Company's work to allow for local traffic only access to affected streets.

The estimated total cost of the work to be performed hereunder by the Company at the expense of the City as outlined above is \$398,600.00 as indicated in the detailed estimate of cost attached hereto and marked Exhibit.

- (2). Work By The City: The City, shall furnish or cause to be furnished, at its expense, all of the labor, materials and work equipment required to perform and complete:
 - a) The preparation of detailed plans and specifications for the work contemplated to be performed as provided herein. Said plans and specifications shall be furnished for approval by the Company before any contract is awarded;

- b) The removal of unused industry tracks from the Crawford Industrial Park as determined and agreed to by the Company;
- c) The improvement of existing roadways within the limits of the Project including, but not limited to new pavement, curb and gutter, sidewalk, and drainage appurtenances as necessary;
- d) The construction engineering, supervision, inspection and coordination necessary to complete the items hereinabove described.

Section 3. All of the Company's work shall be performed in accordance with the terms, stipulations and conditions as contained in the Federal-Aid Highway Program Manual, Volume 1, Chapter 4, Section 3, dated April 25, 1975 and any supplements thereto. It is understood that the Project herein contemplated shall be subject to all appropriate federal laws, rules, regulations, orders and approvals pertaining to all agreements in general.

Section 4. The Company's estimates provide for reimbursement to the Company for the premium cost of purchase by the Company of Comprehensive Risk Insurance to protect said Company and the City from claims to which they may become legally liable as a result of the force account work to be performed by the Company's forces as required by this agreement. Such Comprehensive Risk Insurance shall be in lieu of self-insurance for Workmen's Compensation and Public Liability and Property Damage as provided in said Federal-Aid Highway Program Manual. Coverage of Railroad Comprehensive Risk Insurance shall be \$2,000,000.00 combined single limit of liability for Bodily Injury/Property Damage.

Section 5. Any contract between the City and its contractor or subcontractor to perform the work herein provided to be done by the City shall require the said contractor or subcontractor to protect the Consolidated Rail Corporation, commonly known as Conrail, and any other railroad occupying or using the Company's right-of-way or lines of railroad with the permission of the Company party to this agreement, against all loss and damage arising from the activities of the contractor, his forces, or any of his subcontractors or agents, and shall further provide that the contractor shall furnish to the Company a railroad Protective Liability Insurance Policy providing for protection to the Company, in accordance with the Federal-Aid Highway Program Manual Vol. 6, Ch. 6, Sec. 2, Subsec. 2, dated April 25, 1975. The limits of such policy shall be not less than \$2,000,000.00 combined single limit per occurrence for bodily injury, death, property

damage and physical damage to property, with an aggregate limit of not less than \$6,000,000.00 per policy period. Said insurance shall be delivered to and approved by the Company prior to the entry upon or use of its property as to commencement of work upon, over, under and across or adjacent to the tracks of the Company by any contractor.

Section 6. Subsequent to the award of any contract, and before any work is started on this Project, a conference shall be held between the representatives of the City, the Company, and the interested contractor at a time and place as designated by the City, for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operations will be adopted.

Section 7. The City shall reimburse the Company the actual total costs incurred under preceding Section 2 (1) hereof. Payments by the City shall be made as follows:

- (1). For labor, materials and other items of expense, the Company may submit monthly billing based on the estimated percentage of the work completed. The City will pay 90% of the amount billed within 30 days of receipt of such bills, with 10% retained pending completion of the work and detailed final billing.
- (2). The Company on completion of its work, shall render to the City a detailed statement of the final cost and expense as incurred by it or its account. After the City's representatives have checked the partial invoices and the final statement and agree with Company's representatives that the costs are reasonable and proper, the City shall make final payment to Company. Final statement of amounts due to Company shall be paid within one hundred twenty (120) days of final cost and Company statement submitted by Company.
- (3). It is understood that the project contemplated shall be subject to all appropriate federal and State of Illinois laws, rules, regulations, orders and approvals pertaining to all agreements, plans, estimates, specifications, awards of contracts, acceptance of work and procedure in general. The City will reimburse Company as hereinabove provided, only for such items of work and expense, and in such amounts and forms as are proper and eligible for payment.

If any of the costs incurred by Company, and paid by the City, are after audit by the City, state, and federal representatives found to be ineligible for reimbursement, Company shall reimburse the City for such amounts. Amounts due to the City shall be paid within one hundred twenty (120) days of notification of ineligible costs by the City to the Company.

Section 8. The Company shall permit the authorized representatives of the City, the United States and State of Illinois Departments of Transportation and the Comptroller General of the United States to inspect and audit all data and records of Company available at reasonable times during the agreement period and for at least three (3) years from the date of final payment of federal and state funds to the City.

Section 9. In the event that delays or difficulties arise in securing necessary approvals or in settling damage claims or for any other cause which in the opinion of the City renders it impractical to proceed with the construction of the improvements, then at any time before construction is started, the City may serve formal notice of cancellation upon the Company and this agreement shall thereupon become null and void. In the event of cancellation, the City shall reimburse the Company for all eligible costs and expenses incurred by the Company prior to receipt of notice of cancellation and payment by the City.

Section 10. When the construction of this Project is completed, the City shall maintain at its expense, or by agreement with others provide for the maintenance of, the highway approaches to the grade crossings on City streets included in the Project and the Company shall maintain at its expense, or by agreement with others provide for the maintenance of, the track structure and crossing panels only at each crossing included in the Project.

Section 11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

In Witness Whereof, The parties hereto have caused this Agreement to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers, as of the dates below indicated.

Executed by the City this _____ day of _____, 19__.

Attest:

City of Chicago, Illinois

By: _____
City Clerk

By: _____
Mayor

Approved:

Approved As To Form And Legality:

By: _____
Commissioner of Public
Works

By: _____
Corporation Counsel

Executed by the Company this 7th day of January, 1991.

Witness:

Consolidated Rail Corporation

By: (Signature illegible) _____
Office Manager

By: (Signature illegible) _____
Chief Engineer -- Design and
Construction.

[Exhibit attached to this Agreement printed on pages
2986 through 3093 of this Journal.]

Exhibit.

(Page 1 Of 108)

Consolidated Rail Corporation

Chicago, Cook County, Illinois

Crawford Industrial Park.

Force Account Estimate.

Project

Description: Estimate of cost of work to be performed by Conrail forces in connection with the proposed reconstruction of ten (10) grade crossings with timber and asphalt surface.

M.P.:	various	Line:	LeMoyne Industrial Track
L.C.:	50-3297	Div.:	Dearborn
A.A.R. No.:	various	Proj. No.:	U-4-064
W.O. No.:	53092		

A) Preliminary Engineering	\$ 2,300	
Additives -- 55.13%	1,268	
Expenses Incident	0	
Contingencies	<u>182</u>	<u>\$3,750</u>

Note: Estimate good for 60 days.

(Page 2 Of 108)

B) Construction Engineering/Inspection	\$ 2,800	
Additives -- 55.13%	1,544	
Expenses Incident	150	
Contingencies	<u>226</u>	<u>\$4,720</u>
C) Track Work: (details attached)	\$362,345	
Traffic Control	20,000	
	<u></u>	<u>\$382,345</u>
D) Accounting and Billing	\$ 4,185	
Additives -- 77.14%	3,228	
Contingencies	<u>372</u>	<u>\$7,785</u>
	TOTAL:	<u>\$398,600</u>

Note: Estimate good for 60 days.

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Project Location Number 1
(Page A Of Subset A Through K)

Consolidated Rail Corporation

Area Engineer's Office
Detroit, Michigan

Date: June 8, 1988

Western Region

Chicago Division

Subject: Chicago, Illinois W.O. 53092

Proposed T. & A. crossing at grade
with 40th Street and C. R. & I. Br.

Mile Post 01.20 L.C. 3297

A.A.R. Number 243290G Location Number 1

Parameters

Existing Crossing	Units
Surface length:	40

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 4 Of 108)

Project Location Number 1
(Page B Of Subset A Through K)

Existing Crossing	Units
Roadway width:	33
Crossing angle in degrees:	90.00
Number of tracks:	1
Rail below road surface in inches:	
Number of sidewalks:	1
Weight of rail in crossing:	105
Bolted rail = 1, C.W.R. = 2 (in main):	1
Existing weight of rail (in main):	105
Roadway surface: Asphalt = 1, Concrete = 2	2

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 5 Of 108)

Project Location Number 1
(Page C Of Subset A Through K)

Proposed Crossing	Units
Length of C.W.R. panel:	78
Roadway width:	33
Crossing angle in degrees:	90.00
Number of tracks:	1
Length of T. & A. surface:	48
Number of insulated joints required:	0
Rail to be raised in inches:	2.00
Number of drainage pipes required:	0
Distance of headquarters from project:	25

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 6 Of 108)

Project Location Number 1
(Page D Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
127# fit rail -- 39 feet	4	ea.	\$221.12	\$884.48
115# compromise rail		ea.	490.10	0.00
Install standard crossback and pole	1	ea.	75.00	75.00
Bolts	24	ea.	1.25	30.00
Ties -- 8 feet 6 inches	48	ea.	20.55	986.40
Ties -- 9 feet 0 inches		ea.	25.10	0.00
Plates, fit 127#	96	ea.	2.00	192.00
Spikes	384	ea.	0.25	96.00
Anchors	72	ea.	1.00	72.00
Field weld kits	2	ea.	70.00	140.00
Outside timbers 127#	12	ea.	85.00	1,020.00
Inside timbers 127#	12	ea.	42.50	510.00
Lag screws	96	ea.	0.85	81.60

(Page 7 Of 108)

Project Location Number 1
(Page E Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
Protective end plates		set	\$350.00	\$ 0.00
Filter fabric	136	sy.	2.90	394.40
Ballast	85	nt.	10.50	892.50
Perf. corrugated metal pipe -- 6 inches x 20 feet		ea.	43.00	0.00
Splice collars -- corrugated metal pipe		ea.	1.50	0.00
Crushed stone		cy.	16.00	0.00
Insulated joints		pr.	240.00	0.00
Compromise bars 127#- 105#	4	ea.	275.00	1,100.00
Timber crossing surface (sidewalk)		lf.	175.00	0.00
Sub-Total Material:				\$6,474.38
Material handling	5.00%			<u>323.72</u>
Total Material:				\$6,798.10

(Page 8 Of 108)

Project Location Number 1
(Page F Of Subset A through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld rails	2	ea.	\$175.00	\$ 350.00
Prefabricate panel track	78	tf.	1.65	128.70
Remove existing crossing	48	tf.	15.00	720.00
Remove existing track	78	tf.	3.80	296.40
Install standard crossbuck and pole	1.0	ea.	70.00	70.00
Install filter fabric	136	sy.	0.60	81.60
Install panel track	78	tf.	13.80	1,076.40
Install compromise rails		ea.	39.00	0.00
Install compromise bars	4	ea.	50.00	200.00
Install insulated joints		pr.	75.00	0.00
Install 8-foot 6-inch ties at insulated joints		ea.	12.15	0.00
Install corrugated metal pipe -- 6-inch		lf.	2.65	0.00
Install crushed stone		cy.	3.50	0.00
Unload and spread ballast	200	lf.	0.35	70.00
Raise, line and surface track	200	tf.	1.20	240.00

(Page 9 Of 108)

Project Location Number 1
(Page G Of Subset A through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Install wood header boards		lf.	1.25	\$ 0.00
Install T. & A. crossing surface	48	lf.	45.00	2,160.00
Install rubber header boards		ea.	15.00	0.00
Install protective end plates		set	100.00	0.00
Install timber surface (sidewalk)		lf.	70.00	0.00
Sub-Total Labor:				\$ 5,393.10
Labor additive	85.34%			4,602.47
Total Labor:				\$9,995.57
Equipment costs				5,000.00
Subsistence	N.A.			0.00
Sub-Total Material, Labor, Equipment And Subsistence:				\$21,793.66

(Page 10 Of 108)

Project Location Number 1
(Page H Of Subset A Through K)

Contract Work	Units	Unit Of Measure	Cost Per Unit	Total Cost
Saw-cut asphalt roadway	N.A.	lf.	\$ 3.07	\$ 0.00
Saw-cut concrete roadway	96	lf.	7.65	734.40
Approach work -- asphalt	N.A.	tons	50.00	0.00
Approach work -- concrete with wire mesh *	36	cy.	100.00	3,554.13
Sidewalk -- asphalt work	N.A.	sf.	1.44	0.00
Sidewalk -- concrete work	66	sf.	2.00	132.00
Total Contract Work:				\$ 4,420.53
Sub-Total Project:				\$26,214.19
Contingencies	5.00%			1,310.71

* Note: Form work included in cost.

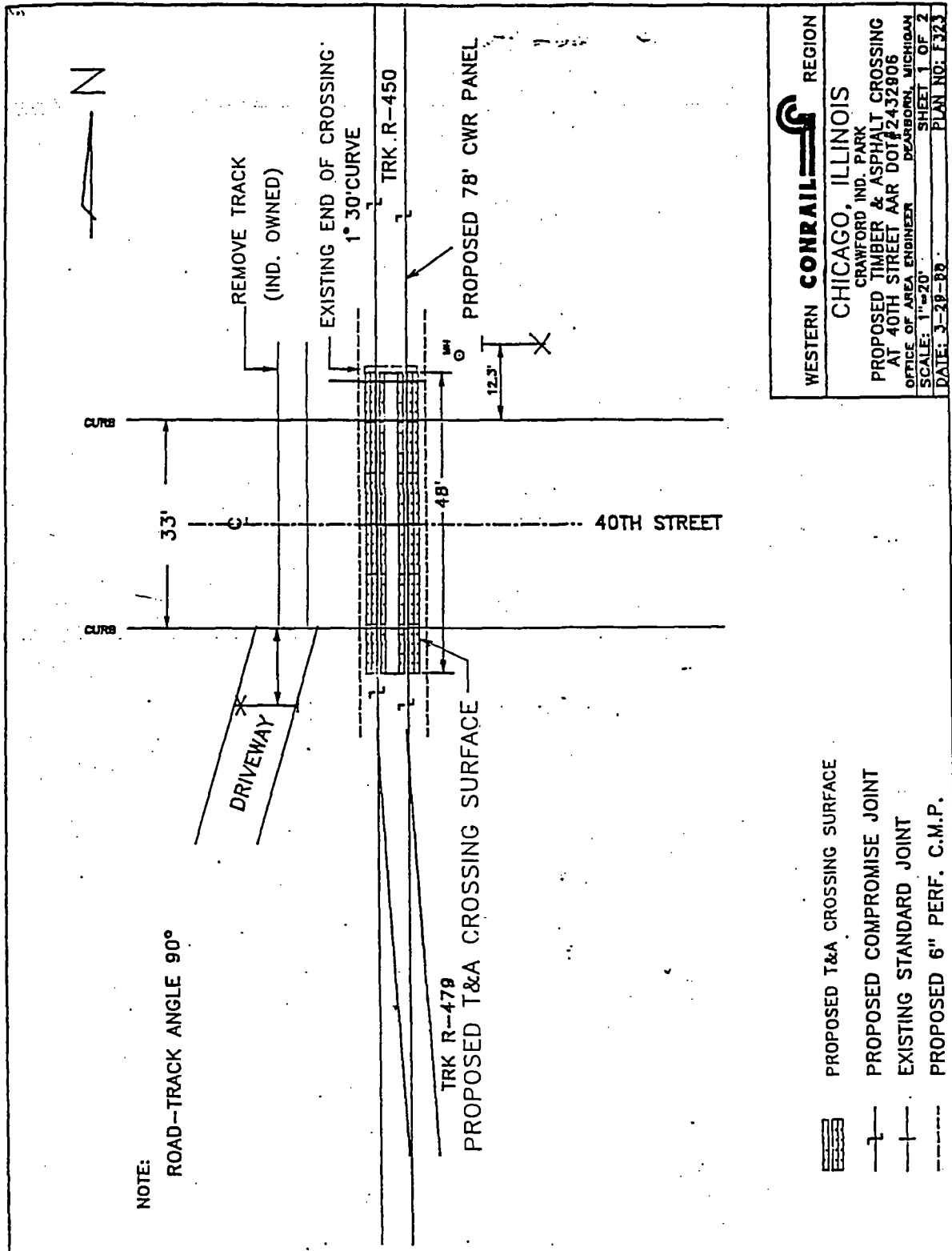
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Project Location Number 1
(Page I Of Subset A Through K)

Salvage	Units	Unit Of Measure	Cost Per Unit	Total Cost
Removal of parent track-scrap rail	2.4	gt.	\$107.00	\$256.80
Removal of parent track-scrap O.T.M.	1.1	gt.	104.00	114.40
Sub-Total Salvage				\$371.20
Less handling	15.00%			-55.68
Total Salvage:				\$315.52
Summary				Total Cost
Trackwork Material				\$ 6,798.10
Trackwork Labor				9,995.57
Equipment				5,000.00
Contract Work				4,420.53
Contingencies				1,310.71
Subsistence				0.00
Less Salvage				-315.52
Total Project (Trackwork):				\$27,209.39

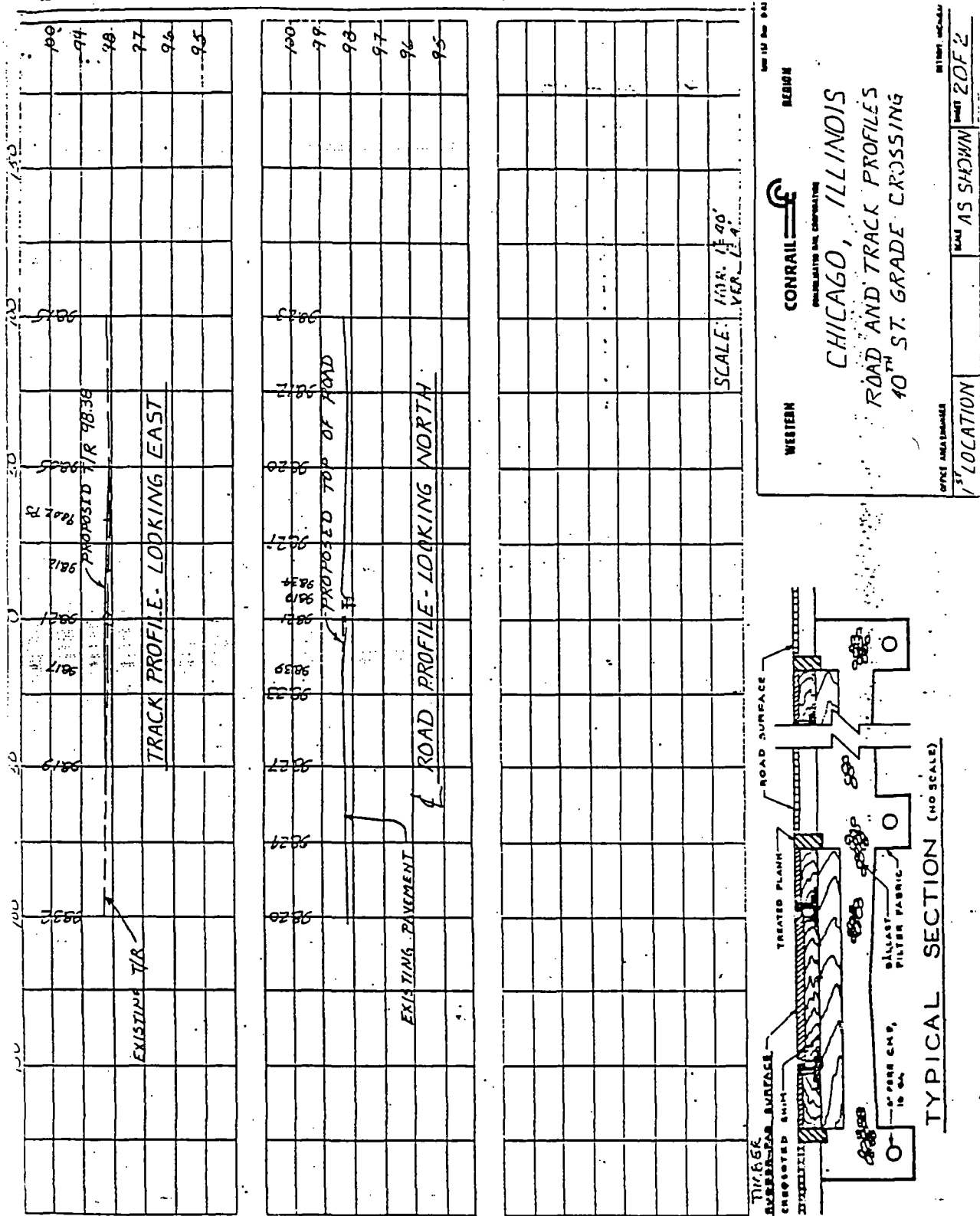
(Page 12 Of 108)

Project Location Number 1
(Project J Of Subset A Through K)



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Project Location Number 1
(Project K Of Subset A Through K)



(Page 14 Of 108)

Project Location Number 2
(Page A Of Subset A Through L)

Consolidated Rail Corporation

Area Engineer's Office
Detroit, Michigan

Date: June 8, 1988

Western Region

Chicago Division

Subject: Chicago, Illinois W.O. 53092

Proposed T. & A. crossing at grade
with 40th Street and C. R. & I. Br.

Mile Post 01.20 L.C. 3297

A.A.R. Number 243286S Location Number 2

Parameters

Existing
Crossing

Units

Surface length:

40

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 15 Of 108)

Project Location Number 2
(Page B Of Subset A Through L)

Existing Crossing	Units
Roadway width:	33
Crossing angle in degrees:	90.00
Number of tracks:	1
Rail below road surface in inches	0.00
Number of sidewalks:	1
Weight of rail in crossing:	105
Bolted rail = 1, C.W.R. = 2 (in main):	1
Existing weight of rail (in main):	105
Roadway surface: Asphalt = 1, Concrete = 2	2

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 16 Of 108)

Project Location Number 2
(Page C Of Subset A Through L)

Proposed Crossing	Units
Length of C.W.R. panel:	78
Roadway width:	33
Crossing angle in degrees:	90.00
Number of tracks:	1
Length of T. & A. surface required:	48
Number of insulated joints required:	0
Rail to be raised in inches:	0.02
Number of drainage pipes required:	0
Distance of headquarters from project:	25

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 17 Of 108)

Project Location Number 2
(Page D Of Subset A Through L)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
127# fit rail -- 39 feet	4	ea.	\$221.12	\$884.48
115# compromise rail		ea.	490.10	0.00
Joint bars		pr.	175.00	0.00
Bolts		ea.	1.25	0.00
Ties -- 8 feet 6 inches	48	ea.	20.55	986.40
Ties -- 9 feet 0 inches		ea.	25.10	0.00
Plates, fit 127#	96	ea.	4.75	456.00
Spikes	384	ea.	0.25	96.00
Anchors	80	ea.	1.00	80.00
Field weld kits	6	ea.	70.00	420.00
Outside timbers 127#	12	ea.	85.00	0.00
Inside timbers 127#	12	ea.	42.50	510.00
Lag screws	96	ea.	0.85	81.60
Protective end plates		set	350.00	0.00
Filter fabric	136	sy.	2.90	394.40

(Page 18 Of 108)

Project Location Number 2
(Page E Of Subset A Through L)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
Ballast	85	nt.	\$ 10.50	\$ 892.50
Perf. corrugated metal pipe -- 6 inches x 20 feet		ea.	43.00	0.00
Splice collars -- corrugated metal pipe		ea.	1.50	0.00
Crushed stone		cy.	16.00	0.00
Standard crossbuck and pole	1	ea.	75.00	75.00
Compromise bars		pr.	275.00	0.00
Timber crossing surface (sidewalk)		lf.	175.00	0.00
Sub-Total Material:				\$4,876.38
Material handling	5.00%			243.82
Total Material:				\$5,120.20

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Project Location Number 2
(Page F Of Subset A Through L)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld rails	6	ea.	\$175.00	\$1,050.00
Prefabricate panel track	78	tf.	1.65	128.70
Remove existing crossing	40	tf.	15.00	600.00
Remove existing track	78	tf.	3.80	296.40
Install crossbuck and pole	1.0	ea.	70.00	70.00
Install filter fabric	136	sy.	0.60	81.60
Install panel track	78	tf.	13.80	1,076.40
Install compromise rails		ea.	39.00	0.00
Install compromise bars		pr.	50.00	0.00
Install insulated joints		pr.	75.00	0.00
Install 8-foot 6-inch ties at insulated joints		ea.	12.15	0.00
Install corrugated metal pipe -- 6-inch		lf.	2.65	0.00
Install crushed stone		cy.	3.50	0.00
Unload and spread ballast	200	lf.	0.35	70.00
Raise, line and surface track	200	tf.	1.20	240.00

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Project Location Number 2
(Page G Of Subset A Through L)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Install T. & A. crossing surface	48	lf.	\$ 45.00	\$2,160.00
Install rubber crossing surface		lf.	130.00	0.00
Install rubber header boards		ea.	15.00	0.00
Install protective end plates		set	100.00	0.00
Install timber surface (sidewalk)		lf.	70.00	0.00
Sub-Total Labor:				\$ 5,773.10
Labor additive	85.34%			4,926.76
Total Labor:				\$10,699.86
Equipment costs				5,000.00
Subsistence	N.A.			<u>0.00</u>
Sub-Total Material, Labor, Equipment And Subsistence:				\$20,820.05

Page (21 Of 108)

Project Location Number 2
(Page H Of Subset A Through L)

Contract Work	Units	Unit Of Measure	Cost Per Unit	Total Cost
Saw-cut asphalt roadway	N.A.	lf.	\$3.07	\$ 0.00
Saw-cut concrete roadway	96	lf.	7.65	734.40
Approach work -- asphalt	N.A.	tons	50.00	0.00
Approach work -- concrete with wire mesh*	36	cy.	100.00	3,554.13
Sidewalk -- asphalt work	N.A.	sf.	1.44	0.00
Sidewalk -- concrete work	66	sf.	2.00	132.00
Total Contract Work:				\$ 4,420.53
Sub-Total Project:				\$25,240.58
Contingencies	5.00%			1,262.03

* Note: Form work included in cost.

(Page 22 Of 108)

Project Location Number 2
(Page I Of Subset A Through L)

Salvage	Units	Unit Of Measure	Cost Per Unit	Total Cost
Removal of parent track-scrap rail	2.4	gt.	\$107.00	\$256.80
Removal of parent track-scrap O.T.M.	1.1	gt.	104.00	114.40
Sub -Total Salvage:				371.20
Less handling	15.00%			-55.68
Total Salvage:				\$315.52

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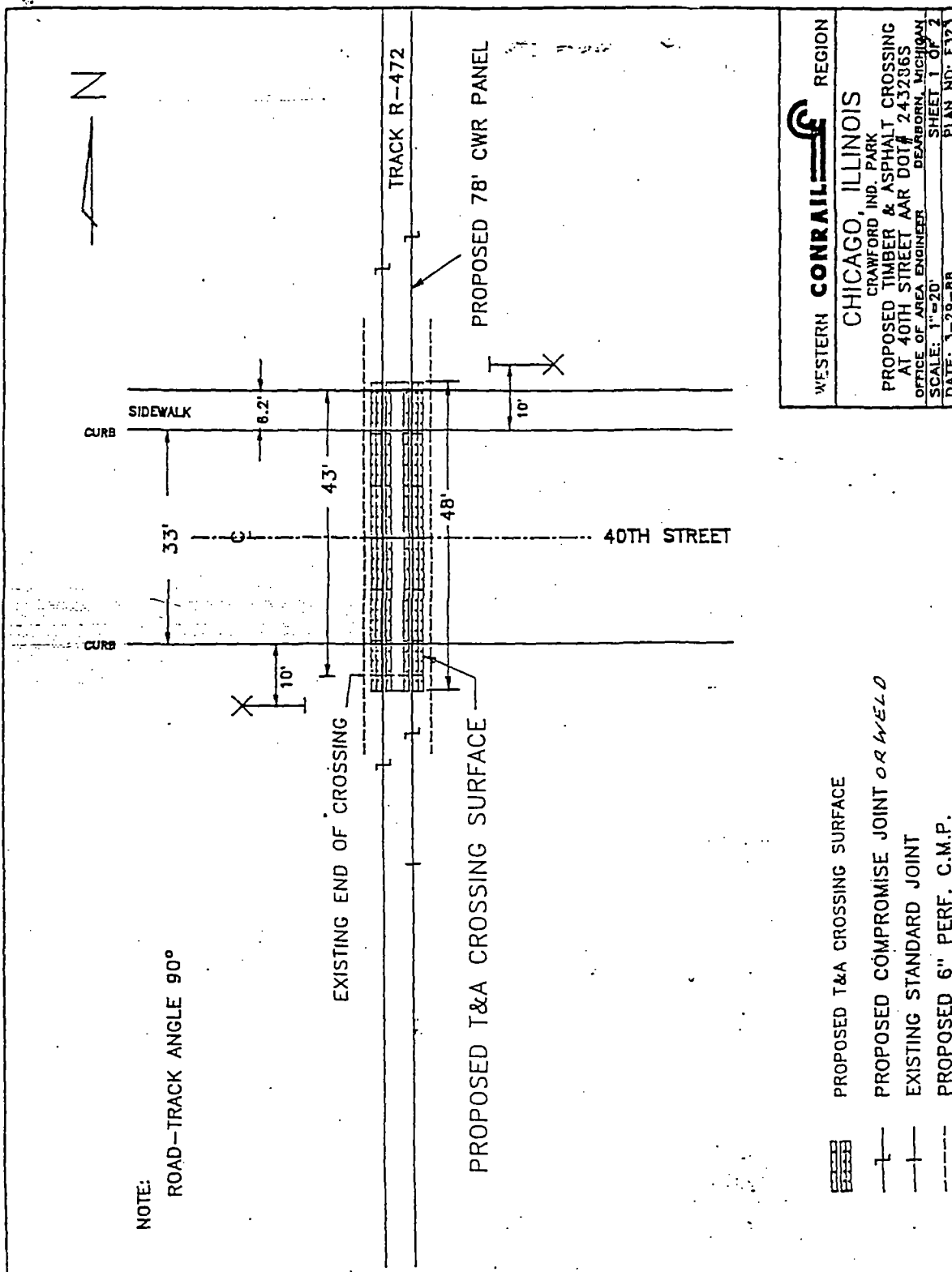
Project Location Number 2
(Page J Of Subset A Through L)

Summary	Total Cost
Trackwork Material	\$ 5,120.20
Trackwork Labor	10,699.86
Equipment	5,000.00
Contract Work	4,420.53
Contingencies	1,262.03
Subsistence	0.00
Less Salvage	-315.52
Total Project (Trackwork):	\$26,187.10

* Note: Form work included in cost.

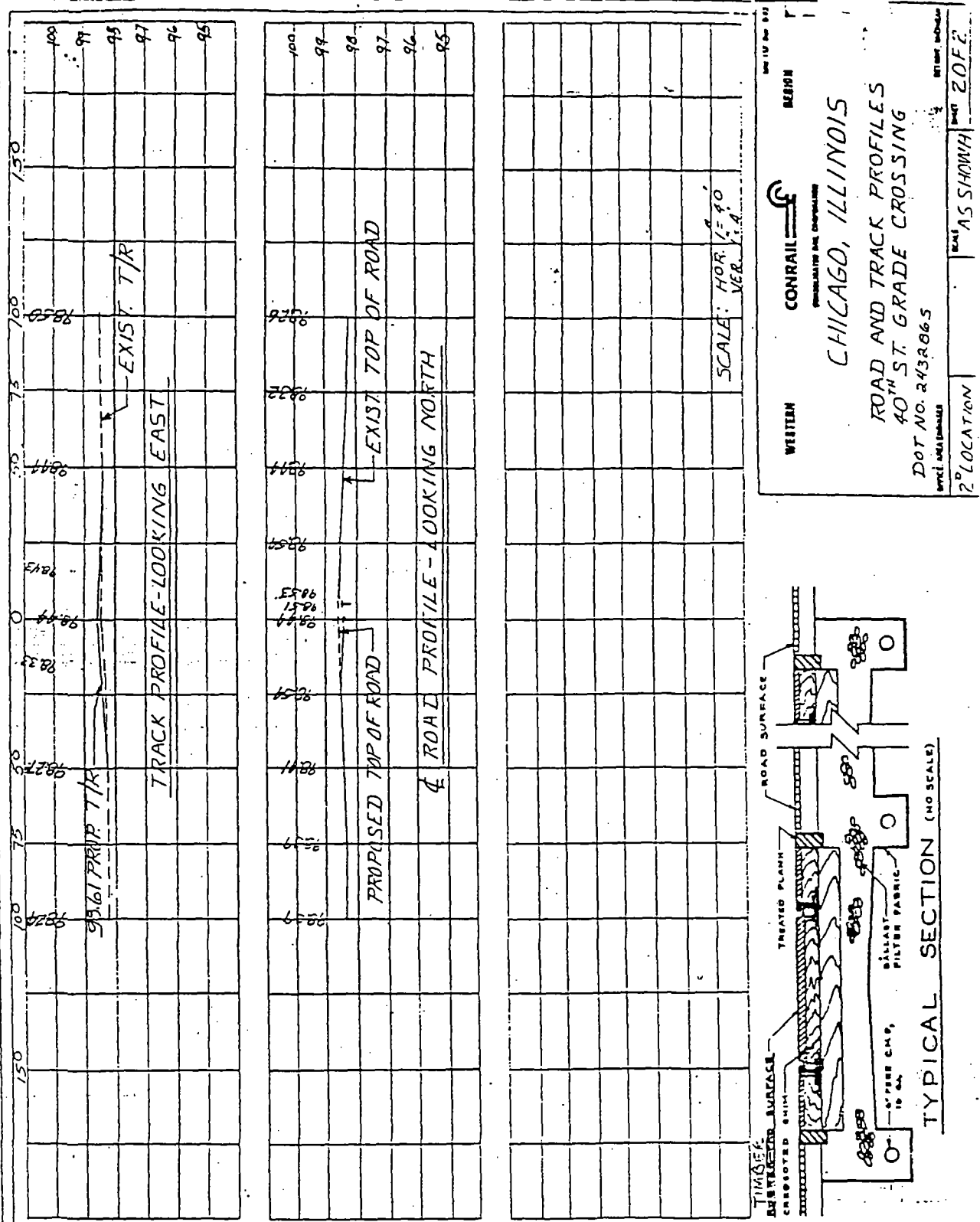
(Page 24 Of 108)

Project Location Number 2
(Project K Of Subset A Through L)



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Project Location Number 2
(Project L Of Subset A Through L)



(Page 26 Of 108)

Project Location Number 3
(Page A Of Subset A Through L)

Consolidated Rail Corporation

Area Engineer's Office
Detroit, Michigan

Date: June 8, 1988

Western Region

Chicago Division

Subject: Chicago, Illinois W.O. 53092

Proposed T. & A. crossing at grade
with 40th and C. R. & I. Br.

Mile Post 01.20

A.A.R. Number 243285K Location Number 3

Parameters

Existing
Crossing

Units

Surface length:

46

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 3
(Page B Of Subset A Through L)

Existing Crossing	Units
Roadway width:	33
Crossing angle in degrees:	90.00
Number of tracks:	1
Rail below road surface in inches:	
Number of sidewalks:	1
Weight of rail in crossing:	105
Bolted rail = 1, C.W.R. = 2 (in main):	1
Existing weight of rail (in main)	105
Roadway surface: Asphalt = 1, Concrete = 2	2

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 3
(Page C Of Subset A Through L)

Proposed Crossing	Units
Length of C.W.R. panel:	78
Roadway width:	33
Crossing angle in degrees:	90.00
Number of tracks:	1
Length of T. & A. surface required:	48
Number of insulated joints required:	0
Rail to be raised in inches:	2.00
Number of drainage pipes required:	0
Distance of headquarters from project:	25

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 3
(Page D Of Subset A Through L)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
127# fit rail -- 39 feet	4	ea.	\$221.12	\$884.48
115# compromise rail		ea.	490.10	0.00
Install standard crossbuck and pole		pr.	175.00	0.00
Bolts	24	ea.	1.25	30.00
Ties -- 8 feet 6 inches	48	ea.	20.55	986.40
Ties -- 9 feet 0 inches		ea.	25.10	0.00
Plates, fit 127#	96	ea.	2.00	192.00
Spikes	384	ea.	0.25	96.00
Anchors	72	ea.	1.00	72.00
Field weld kits	2	ea.	70.00	140.00
Outside timbers 127#	12	ea.	85.00	1,020.00
Inside timbers 127#	12	ea.	42.50	510.00
Lag screws	96	ea.	0.85	81.60

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Project Location Number 3
 (Page E Of Subset A Through L)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
Protective end plates		set	\$350.00	\$ 0.00
Filter fabric	136	sy.	2.90	394.40
Ballast	85	nt.	10.50	892.50
Perf. corrugated metal pipe -- 6 inches x 20 feet		ea.	43.00	0.00
Splice collars -- corrugated metal pipe		ea.	1.50	0.00
Crushed stone		cy.	16.00	0.00
Insulated joints		pr.	240.00	0.00
Compromise bars 127#- 105#	4	ea.	275.00	1,100.00
Timber crossing surface (sidewalk)		lf.	175.00	0.00
Sub-Total Material:				\$6,399.38
Material handling	5.00%			<u>319.97</u>
Total Material:				\$6,719.35

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Project Location Number 3
(Page F Of Sublet A Through L)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld rails	2	ea.	\$175.00	\$ 350.00
Prefabricate panel track	78	tf.	1.65	128.70
Remove existing crossing	48	tf.	15.00	690.00
Remove existing track	78	tf.	3.80	296.40
Trench excavation		cy.	9.00	0.00
Install filter fabric	136	sy.	0.60	81.60
Install panel track	78	tf.	13.80	1,876.40
Install compromise rails		ea.	39.00	0.00
Install compromise bars	4	ea.	50.00	200.00
Install insulated joints		pr.	75.00	0.00
Install 8-foot 6-inch ties at insulated joints		ea.	12.15	0.00
Install corrugated metal pipe -- 6-inch		lf.	2.65	0.00
Install crushed stone		cy.	3.50	0.00
Unload and spread ballast	200	lf.	0.35	70.00

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Project Location Number 3
(Page G Of Sublet A Through L)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Raise, line and surface tract	200	tf.	1.20	\$ 240.00
Install wood header boards		lf.	1.25	0.00
Install T. & A. crossing surface	48	lf.	45.00	2,160.00
Install rubber header boards		ea.	15.00	0.00
Install protective end plates		set	100.00	0.00
Install timber surface (sidewalk)		lf.	70.00	0.00
Sub-Total Labor:				<u>\$ 5,293.10</u>
Labor additive	85.34%			4,517.13
Total Labor:				<u>\$ 9,810.23</u>
Equipment costs				5,000.00
Subsistence	N.A.			<u>0.00</u>
Sub-Total Material, Labor, Equipment And Subsistence:				\$21,529.57

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Project Location Number 3
(Page H Of Subset A Through L)

Contract Work	Units	Unit Of Measure	Cost Per Unit	Total Cost
Saw-cut asphalt roadway	N.A.	lf.	\$ 3.07	\$ 0.00
Saw-cut concrete roadway	96	lf.	7.65	734.40
Approach work -- asphalt	N.A.	tons	50.00	0.00
Approach work -- concrete with wire mesh*	36	cy.	100.00	3,554.13
Sidewalk -- asphalt work	N.A.	sf.	1.44	0.00
Sidewalk -- concrete work	66	sf.	2.00	132.00
Total Contract Work:				\$4,420.53
Sub-Total Project:				\$25,950.10
Contingencies	5.00%			1,297.51

* Note: Form work included in cost.

(Page 34 Of 108)

Project Location Number 3
(Page I Of Subset A Through L)

Salvage	Units	Unit Of Measure	Cost Per Unit	Total Cost
Removal of parent track-scrap rail	2.4	gt.	\$107.00	\$256.80
Removal of parent track-scrap O.T.M.	1.1	gt.	104.00	114.40
Sub-Total Salvage:				\$371.20
Less handling	15.00%			-55.68
Total Salvage:				\$315.52

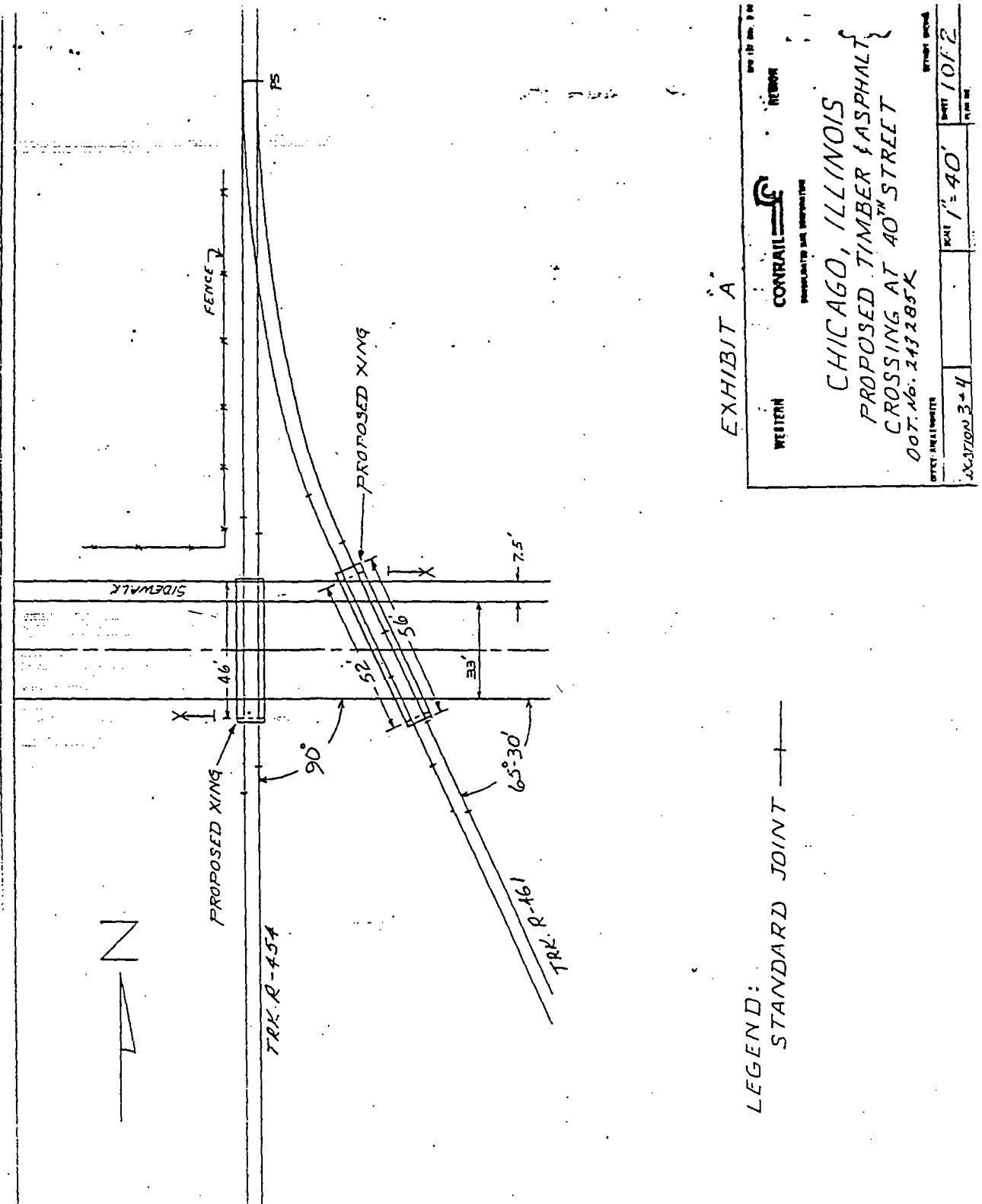
(Page 35 Of 108)

Project Location Number 3
(Page J Of Subset A Through L)

Summary	Total Cost
Trackwork Material	\$ 6,719.35
Trackwork Labor	9,810.23
Equipment	5,000.00
Contract Work	4,420.53
Contingencies	1,297.51
Subsistence	0.00
Less Salvage	-315.52
Total Project (Trackwork):	\$26,932.10

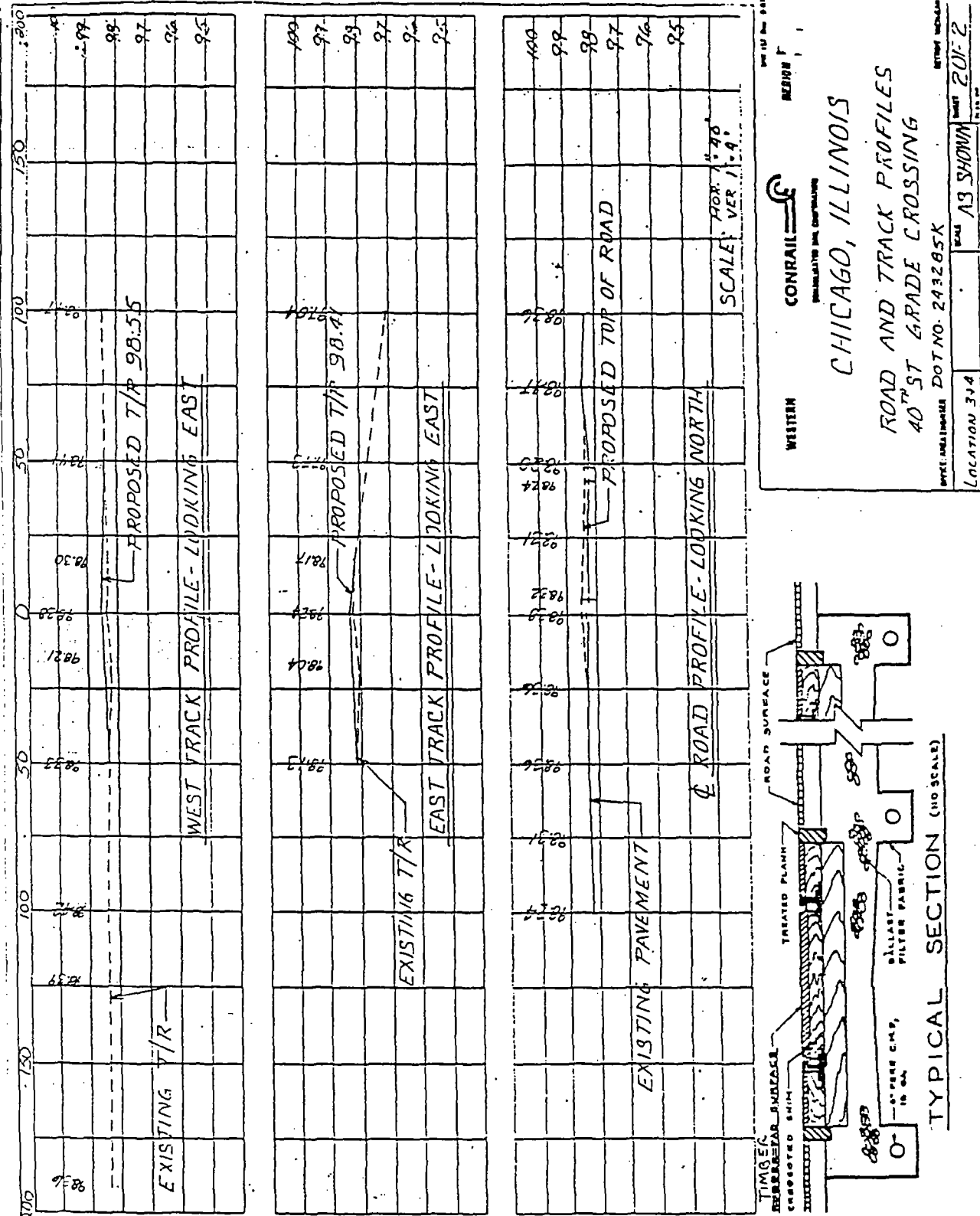
(Page 36 Of 108)

Project Location Number 3
(Project K Of Subset A Through L)



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Project Location Number 3
(Project L Of Subset A Through L)



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Project Location Number 4
(Page A Of Subset A Through K)

Consolidated Rail Corporation

Area Engineer's Office
Detroit, Michigan

Date: June 8, 1988

Western Region

Chicago Division

Subject: Chicago, Illinois W.O. 53092

Proposed T. & A. crossing at grade
with 40th Street and C. R. & I. Br.

Mile Post 01.20 L.C.3297

A.A.R. Number 243285K Location Number 4

Parameters

Existing
Crossing

Units

Surface length:

52

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 4
(Page B Of Subset A Through K)

Existing Crossing	Units
Roadway width:	33
Crossing angle in degrees:	65-30
Number of tracks:	1
Rail below road surface in inches:	
Number of sidewalks:	1
Weight of rail in crossing:	105
Bolted rail = 1, C.W.R. = 2 (in main):	1
Existing weight of rail (in main):	105
Roadway surface: Asphalt = 1, Concrete = 2	2

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 4
(Page C Of Subset A Through K)

Proposed Crossing	Units
Length of C.W.R. panel:	78
Roadway width:	33
Crossing angle in degrees:	65-30
Number of tracks:	1
Length of T. & A. surface required:	56
Number of insulated joints required:	0
Rail to be raised in inches:	2.00
Number of drainage pipes required:	0
Distance of headquarters from project:	25

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 4
(Page D Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
127# fit rail -- 39 feet	4	ea.	\$221.12	\$884.48
115# compromise rail		ea.	490.10	0.00
Install standard crossbuck and pole		ea.	75.00	0.00
Bolts	24	ea.	1.25	30.00
Ties -- 8 feet 6 inches	48	ea.	20.55	986.40
Ties -- 9 feet 0 inches		ea.	25.10	0.00
Plates, fit 127#	96	ea.	2.00	192.00
Spikes	384	ea.	0.25	96.00
Anchors	72	ea.	1.00	72.00
Field weld kits	2	ea.	70.00	140.00
Outside guard logs 127#	14	ea.	85.00	1,190.00
Inside guard logs 127#	14	ea.	42.50	595.00
Lag screws	128	ea.	0.85	108.80

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Project Location Number 4
 (Page E Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
Protective end plates		set	\$350.00	\$ 0.00
Filter fabric	136	sy.	2.90	394.40
Ballast	85	nt.	10.50	892.50
Perforated corrugated metal pipe -- 6 inches x 20 feet		ea.	43.00	0.00
Splice collars -- corrugated metal pipe		ea.	1.50	0.00
Crushed stone		cy.	16.00	0.00
Insulated joints		pr.	240.00	0.00
Compromise bars 127#- 105#	4	ea.	275.00	1,100.00
Timber crossing surface (sidewalk)		lf.	175.00	0.00
Sub-Total Material:				\$6,681.58
Material handling	5.00%			<u>334.08</u>
Total Material:				\$7,015.66

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Project Location Number 4
(Page F Of Subset A Through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld rails	2	ea.	\$175.00	\$350.00
Prefabricate panel track	78	tf.	1.65	128.70
Remove existing crossing	52	tf.	15.00	780.00
Remove existing track	78	tf.	3.80	296.40
Trench excavation		cy.	9.00	0.00
Install filter fabric	136	sy.	0.60	81.60
Install panel track	78	tf.	13.80	1,076.40
Install compromise rails		ea.	39.00	0.00
Install compromise bars	4	ea.	50.00	200.00
Install insulated joints		pr.	75.00	0.00
Install 8-foot 6-inch ties at insulated joints		ea.	12.15	0.00
Install corrugated metal pipe -- 6-inch		lf.	2.65	0.00
Install crushed stone		cy.	3.50	0.00
Unload and spread ballast	200	lf.	0.35	70.00
Raise, line and surface track	200	tf.	1.20	240.00

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Project Location Number 4
(Page G Of Subset A Through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Install wood header boards		lf.	\$ 1.25	\$ 0.00
Install T. & A. crossing surface	54	lf.	45.00	2,430.00
Install rubber header boards		ea.	15.00	0.00
Install protective end plates		set	100.00	0.00
Install timber surface (sidewalk)		lf.	70.00	0.00
Sub-Total Labor:				\$ 5,653.10
Labor additive	85.34%			4,824.36
Total Labor:				\$10,477.46
Equipment costs				5,000.00
Subsistence	N.A.			0.00
Sub-Total Material, Labor, Equipment And Subsistence:				\$22,493.11

(Page 45 Of 108)

Project Location Number 4
(Page H Of Subset A Through K)

Contract Work	Units	Unit Of Measure	Cost Per Unit	Total Cost
Saw-cut asphalt roadway	N.A.	lf.	\$ 3.07	\$ 0.00
Saw-cut concrete roadway	112	lf.	7.65	856.80
Approach work -- asphalt	N.A.	tons	50.00	0.00
Approach work -- concrete with wire mesh *	41	cy.	100.00	4,146.49
Sidewalk -- asphalt work	N.A.	sf.	1.44	0.00
Sidewalk -- concrete work	66	sf.	2.00	132.00
Total Contract Work:				\$ 5,135.29
Sub-Total Project:				\$27,628.40
Contingencies	5.00%			1,381.42

* Note: Form work included in cost.

(Page 46 Of 108)

Project Location Number 4
(Page I Of Subset A Through K)

Salvage	Units	Unit Of Measure	Cost Per Unit	Total Cost
Removal of parent track-scrap rail	2.4	gt.	\$107.00	\$256.80
Removal of parent track-scrap O.T.M.	1.1	gt.	104.00	114.40
Sub-Total Salvage:				\$371.20
Less handling	15.00%			-55.68
Total Salvage:				\$315.52
Summary				Total Cost
Trackwork Material				\$ 7,015.66
Trackwork Labor				10,477.46
Equipment				5,000.00
Contract Work				5,135.29
Contingencies				1,381.42
Subsistence				0.00
Less Salvage				-315.52
Total Project (Trackwork):				\$28,694.31

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Project Location Number 4
(Project J Of Subset A Through K)

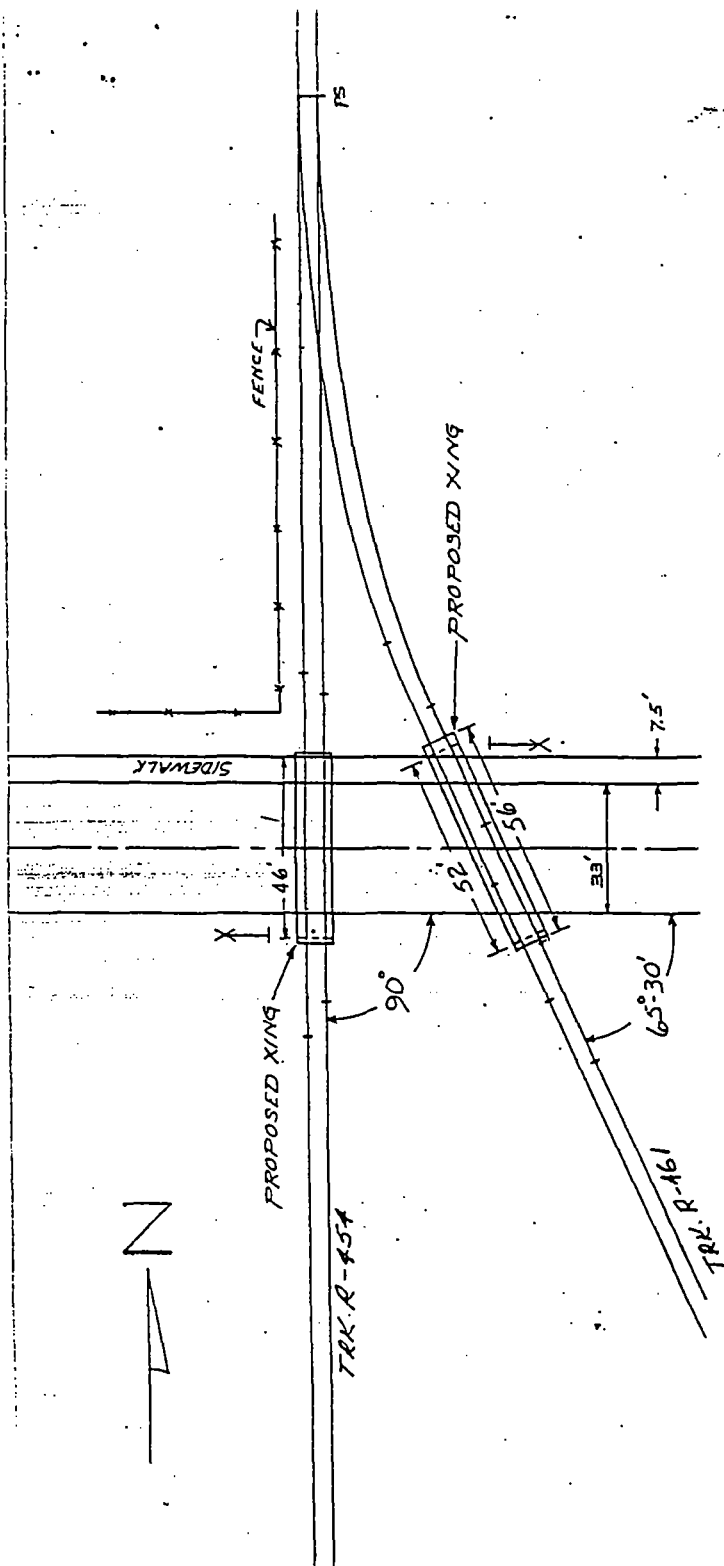


EXHIBIT A

WESTERN	CONRAIL	REGION
CHICAGO, ILLINOIS		
PROPOSED TIMBER ASPHAL		
CROSSING AT 40TH STREET		
DOT NO. 243285K		
OFFICE AREA INCHES	SCALE 1" = 40'	SHEET 1012
LOCATION 3-4	DATE 11-23-87	PLAN NO.
CRAWFORD IND. PARK		

LEGEND:
STANDARD JOINT

(Page 49 Of 108)

Project Location Number 5
(Page A Of Subset A Through K)

Consolidated Rail Corporation

Area Engineer's Office
Detroit, Michigan

Date: June 8, 1988

Western Region

Chicago Division

Subject: Chicago, Illinois W.O. 53092

Proposed T. & A. crossing at grade
with 40th Street and C. R. & I. Br.

Mile Post 01.20 L.C. 3297

A.A.R. Number 243284D Location Number 5

Parameters

Existing Crossing	Units

Surface length:	40

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 5
(Page B Of Subset A Through K)

Existing Crossing	Units
Roadway width:	33
Crossing angle in degrees:	90.00
Number of tracks:	1
Rail below road surface in inches:	
Number of sidewalks:	1
Weight of rail in crossing:	105
Bolted rail = 1, C.W.R. = 2 (in main):	1
Existing weight of rail (in main)	105
Roadway surface: Asphalt = 1, Concrete = 2	2

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 5
(Page C Of Subset A Through K)

Proposed Crossing	Units
Length of C.W.R. panel:	78
Roadway width:	33
Crossing angle in degrees:	90.00
Number of tracks:	1
Length of T. & A. surface required:	48
Number of insulated joints required:	0
Rail to be raised in inches:	1.00
Number of drainage pipes required:	0
Distance of headquarters from project:	25

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 52 Of 108)

Project Location Number 5
(Page D Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
127# fit rail -- 39 feet	4	ea.	\$221.12	\$884.48
Install standard crossbuck and pole	1	ea.	75.00	75.00
Joint bars		pr.	175.00	0.00
Bolts	24	ea.	1.25	30.00
Ties -- 8 feet 6 inches	48	ea.	20.55	986.40
Ties -- 9 feet 0 inches		ea.	25.10	0.00
Plates, fit, 127#	96	ea.	2.00	192.00
Spikes	384	ea.	0.25	96.00
Anchors	72	ea.	1.00	72.00
Field weld kits	2	ea.	70.00	140.00
Outside timbers 127#	12	ea.	85.00	1,020.00
Inside timbers 127#	12	ea.	42.50	510.00
Lag screws board -- 1-foot x 6 inches	96	ea.	0.85	81.60
Protective end plates		set	350.00	0.00
Filter fabric	136	sy.	2.90	394.40

(Page 53 Of 108)

Project Location Number 5
(Page E Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
Ballast	85	nt.	\$10.50	\$ 892.50
Perforated corrugated metal pipe -- 6 inches x 20 feet		ea.	43.00	0.00
Splice collars -- corrugated metal pipe		ea.	1.50	0.00
Crushed stone		cy.	16.00	0.00
Insulated joints		pr.	240.00	0.00
Compromise bars 127#- 105#	4	ea.	275.00	1,100.00
Timber crossing surface (sidewalk)		lf.	175.00	0.00
Sub-Total Material:				<u>\$6,474.38</u>
Material handling	5.00%			<u>323.72</u>
Total Material:				\$6,798.10

(Page 54 Of 108)

Project Location Number 5
(Page F Of Subset A Through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld rails	2	ea.	\$175.00	\$ 350.00
Prefabricate panel track	78	tf.	1.65	128.70
Remove existing crossing	40	tf.	15.00	600.00
Remove existing track	78	tf.	3.80	296.40
Install standard crossbuck and pole	1.0	ea.	70.00	70.00
Install filter fabric	136	sy.	0.60	81.60
Install panel track	78	tf.	13.80	1,076.40
Install compromise rails		ea.	39.00	0.00
Install compromise bars	4	ea.	50.00	200.00
Install insulated joints		pr.	75.00	0.00
Install 8-foot 6-inch ties at insulated joints		ea.	12.15	0.00
Install corrugated metal pipe -- 6-inch		lf.	2.65	0.00
Install crushed stone		cy.	3.50	0.00
Unload and spread ballast	100	lf.	0.35	35.00
Raise, line and surface track	100	tf.	1.20	120.00

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Project Location Number 5
(Page G Of Subset A Through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Install wood header boards		lf.	\$ 1.25	\$ 0.00
Install T. & A. crossing surface	48	lf.	45.00	2,160.00
Install rubber header boards		ea.	15.00	0.00
Install protective end plates		set	100.00	0.00
Install timber surface (sidewalk)		lf.	70.00	0.00
Sub-Total Labor:				\$ 5,118.10
Labor additive	85.34%			4,367.79
Total Labor:				\$9,485.89
Equipment costs				5,000.00
Subsistence	N.A.			<u>0.00</u>
Sub-Total Material, Labor, Equipment And Subsistence:				\$21,283.99

(Page 56 Of 108)

Project Location Number 5
 (Page H Of Subset A Through K)

Contract Work	Units	Unit Of Measure	Cost Per Unit	Total Cost
Saw-cut asphalt roadway	N.A.	lf.	\$ 3.07	\$ 0.00
Saw-cut concrete roadway	96	lf.	7.65	734.40
Approach work -- asphalt	N.A.	tons	50.00	0.00
Approach work -- concrete with wire mesh *	36	cy.	100.00	3,554.13
Sidewalk -- asphalt work	N.A.	sf.	1.44	0.00
Sidewalk -- concrete work	66	sf.	2.00	132.00
Total Contract Work:				\$ 4,420.53
Sub-Total Project:				\$25,704.52
Contingencies	5.00%			1,285.23

* Note: Form work included in cost.

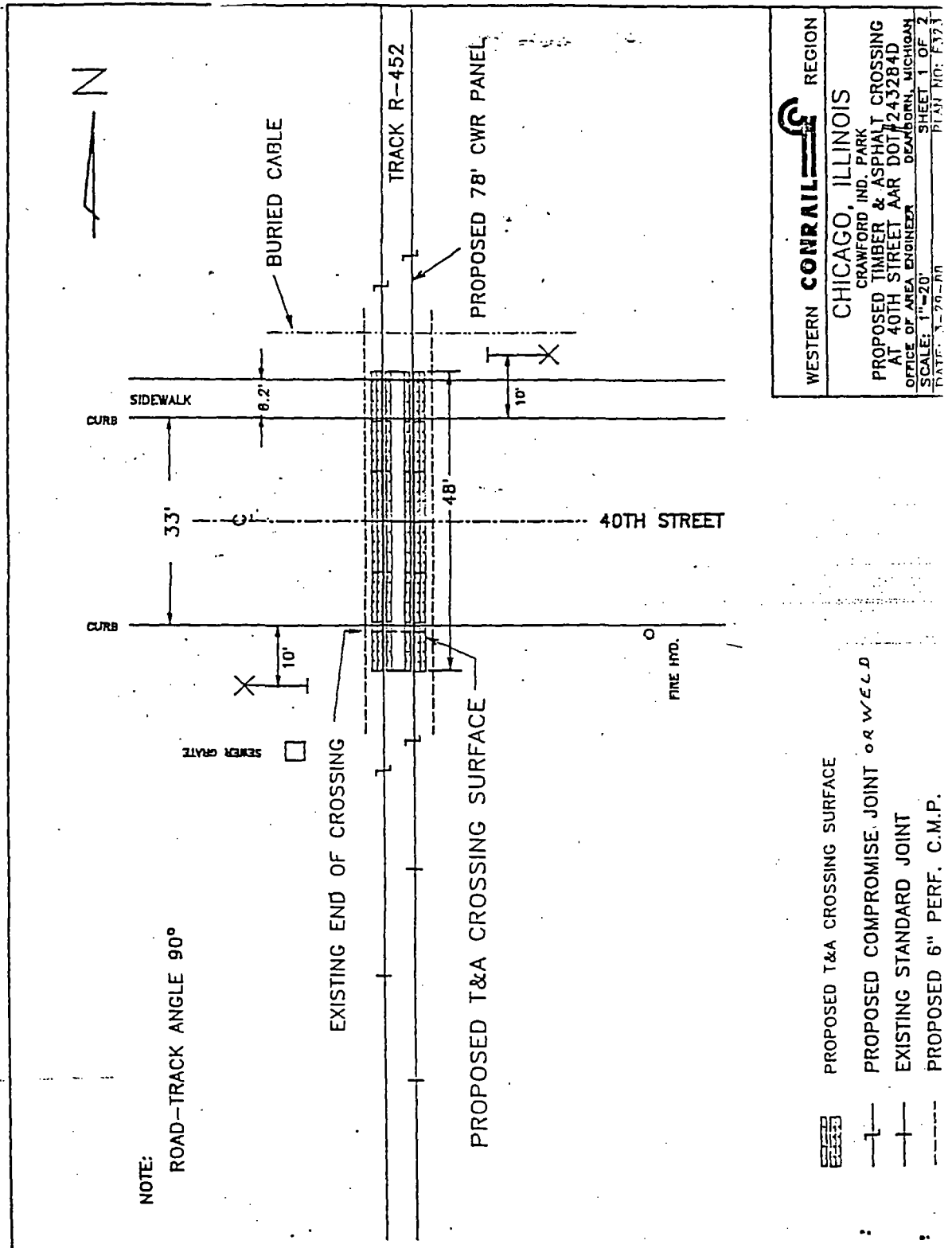
(Page 57 Of 108)

Project Location Number 5
(Page I Of Subset A Through K)

Salvage	Units	Unit Of Measure	Cost Per Unit	Total Cost
Removal of parent track-scrap rail	2.4	gt.	\$107.00	\$256.80
Removal of parent track-scrap O.T.M.	1.1	gt.	104.00	114.40
Sub-Total Salvage:				\$371.20
Less handling	15.00%			-55.68
Total Salvage:				\$315.52
Summary				Total Cost
Trackwork Material				\$ 6,798.10
Trackwork Labor				9,485.89
Equipment				5,000.00
Contract Work				4,420.53
Contingencies				1,285.23
Subsistence				0.00
Less Salvage				-315.52
Total Project (Trackwork):				\$26,674.23

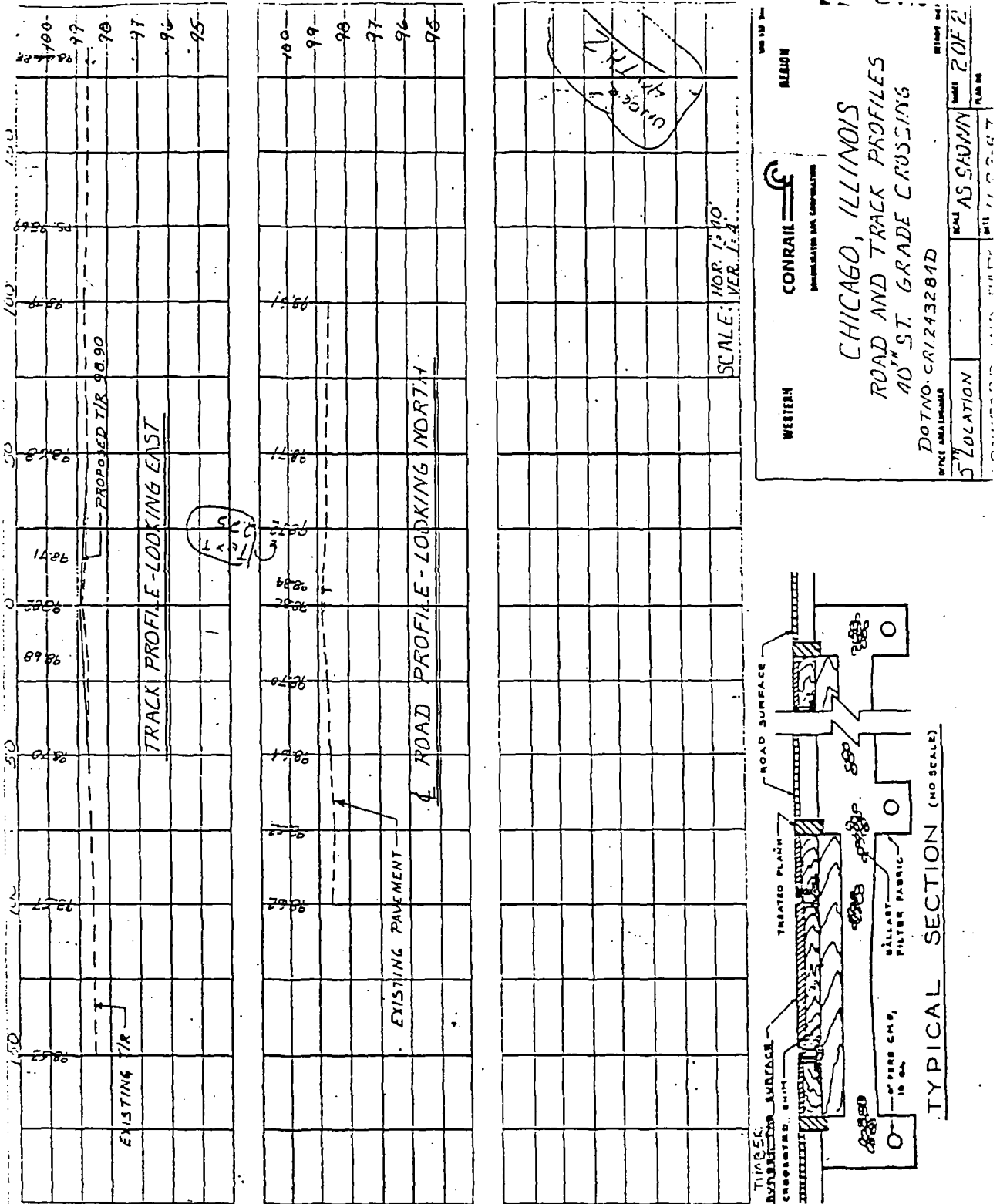
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Project Location Number 5
(Project J Of Subset A Through K)



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Project Location Number 5
(Project K Of Subset A Through K)



(Page 60 Of 108)

Project Location Number 7
(Page A Of Subset A Through K)

Consolidated Rail Corporation

Area Engineer's Office
Detroit, Michigan

Date: June 13, 1988

Western Region

Chicago Division

Location: Chicago, Illinois W.O. 53092

Proposed T. & A. crossing at grade
with 41st Street and C. R. & I. Br.

Mile Post 01.20 L.C. 3297

A.A.R. Number 243281H Location Number 7

Parameters

Existing
Crossing

Units

Surface length:

40

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 61 Of 108)

Project Location Number 7
(Page B Of Subset A Through K)

Existing Crossing	Units
Roadway width:	34
Crossing angle in degrees:	90.00
Number of tracks:	1
Rail below road surface in inches:	
Number of sidewalks:	0
Weight of rail in crossing:	105
Bolted rail = 1, C.W.R. = 2 (in main):	1
Existing weight of rail (in main)	105
Roadway surface: Asphalt = 1, Concrete = 2	2

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 62 Of 108)

Project Location Number 7
(Page C Of Subset A Through K)

Proposed Crossing	Units
Length of C.W.R. panel:	78
Roadway width:	34
Crossing angle in degrees:	90.00
Number of tracks:	1
Length of T. & A. surface required:	56
Number of insulated joints required:	0
Rail to be raised in inches:	3.00
Number of drainage pipes required:	2
Distance of headquarters from project:	25

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 63 Of 108)

Project Location Number 7
(Page D Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
127# fit rail -- 39 feet	4	ea.	\$221.12	\$884.48
115# compromise rail		ea.	490.10	0.00
Install 2 crossbuck (including pole)	2	ea.	75.00	150.00
Bolts	24	ea.	1.25	30.00
Ties -- 8 feet 6 inches	48	ea.	20.55	986.40
Ties -- 9 feet 0 inches		ea.	25.10	0.00
Plates, fit 127#	96	ea.	2.00	192.00
Spikes	192	ea.	0.25	48.00
Anchors	72	ea.	1.00	72.00
Field weld kits	2	ea.	70.00	140.00
Outside guard logs 127#	14	ea.	85.00	1,190.00
Inside guard logs 127#	14	ea.	42.50	595.00
Lag screws	112	ea.	0.85	95.20

(Page 64 Of 108)

Project Location Number 7
(Page E Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
Protective end plates		set	\$350.00	\$ 0.00
Filter fabric	136	sy.	2.90	394.40
Ballast	85	nt.	10.50	892.50
Perforated corrugated metal pipe -- 6 inches x 20 feet	8	ea.	43.00	344.00
Splice collars -- corrugated metal pipe	6	ea.	1.50	9.00
Crushed stone		cy.	16.00	0.00
Insulated joints		pr.	240.00	0.00
Compromise bars 127 #- 105 #	4	ea.	275.00	1,100.00
Timber crossing surface (sidewalk)		lf.	175.00	0.00
Sub-Total Material:				\$7,122.98
Material handling	5.00%			<u>356.15</u>
Total Material:				\$7,479.13

(Page 65 Of 108)

Project Location Number 7
(Page F Of Subset A Through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld rails	2	ea.	\$175.00	\$350.00
Prefabricate panel track	78	tf.	1.65	128.70
Remove existing crossing	40	tf.	15.00	600.00
Remove existing track	78	tf.	3.80	296.40
Install 2 crossbuck (including pole)	2.0	ea.	70.00	140.00
Install filter fabric	136	sy.	0.60	81.60
Install panel track	78	tf.	13.80	1,076.40
Install compromise rails		ea.	39.00	0.00
Install compromise bars	4	pr.	50.00	200.00
Install insulated joints		pr.	75.00	0.00
Install 8-foot 6-inch ties at insulated joints		ea.	12.15	0.00
Install corrugated metal pipe -- 6-inch	160	lf.	2.65	424.00
Install crushed stone		cy.	3.50	0.00
Unload and spread ballast	200	lf.	0.35	70.00
Raise, line and surface track	200	tf.	1.20	240.00

(Page 66 Of 108)

Project Location Number 7
 (Page G Of Subset A Through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Install wood header boards		lf.	\$ 1.25	\$ 0.00
Install T. & A. crossing surface	56	lf.	45.00	2,520.00
Install rubber header boards		ea.	15.00	0.00
Install protective end plates		set	100.00	0.00
Install timber surface (sidewalk)		lf.	70.00	0.00
Sub-Total Labor:				\$ 6,127.10
Labor additive	85.34%			5,228.87
Total Labor:				\$11,355.97
Equipment costs				5,000.00
Subsistence	N.A.			<u>0.00</u>
Sub-Total Material, Labor, Equipment And Subsistence:				\$23,835.10

(Page 67 Of 108)

Project Location Number 7
(Page H Of Subset A Through K)

Contract Work	Units	Unit Of Measure	Cost Per Unit	Total Cost
Saw-cut asphalt roadway	N.A.	lf.	\$ 3.07	\$ 0.00
Saw-cut concrete roadway	112	lf.	7.65	856.80
Approach work -- asphalt	N.A.	tons	50.00	0.00
Approach work -- concrete with wire mesh *	41	cy.	100.00	4,146.49
Sidewalk -- asphalt work	N.A.	sf.	1.44	0.00
Sidewalk -- concrete work	0	sf.	2.00	0.00
Total Contract Work:				\$ 5,003.29
Sub-Total Project:				\$28,838.39
Contingencies	5.00%			1,441.92

* Note: Form work included in cost.

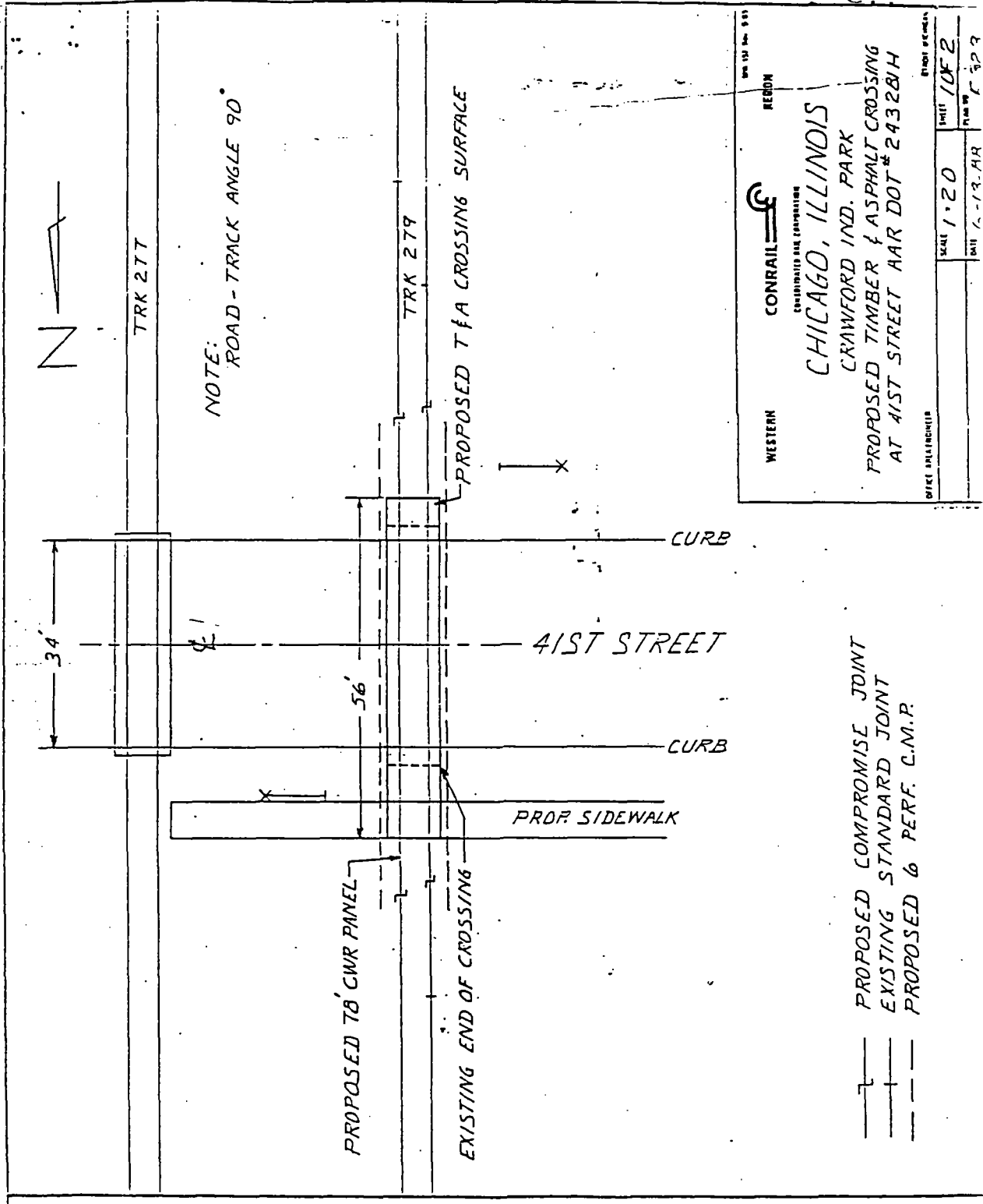
(Page 68 Of 108)

Project Location Number 7
(Page I Of Subset A Through K)

Salvage	Units	Unit Of Measure	Cost Per Unit	Total Cost
Removal of parent track-scrap rail	2.4	gt.	\$107.00	\$256.80
Removal of parent track-scrap O.T.M.	1.1	gt.	104.00	114.40
Sub-Total Salvage:				\$371.20
Less handling	15.00%			-55.68
Total Salvage:				\$315.52
Summary				Total Cost
Trackwork Material				\$ 7,479.13
Trackwork Labor				11,355.97
Equipment				5,000.00
Contract Work				5,003.29
Contingencies				1,441.92
Subsistence				0.00
Less Salvage				-315.52
Total Project (Trackwork):				\$29,964.79

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Project Location Number 7
(Project J Of Subset A Through K)



(Page 71 Of 108)

Project Location Number 8
(Page A Of Subset A Through K)

Consolidated Rail Corporation

Area Engineer's Office
Detroit, Michigan

Date: June 13, 1988

Western Region

Chicago Division

Location: Chicago, Illinois W.O. 53092

Proposed T. & A. crossing at grade
with 42nd Street and C. R. & I. Br.

Mile Post 01.20 L.C. 3297

A.A.R. Number 243291N Location Number 8

Parameters

Existing Crossing	Units

Surface length:	59

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 8
(Page B Of Subset A Through K)

Existing Crossing	Units
Roadway width:	40
Crossing angle in degrees:	90.00
Number of tracks:	1
Rail below road surface in inches:	
Number of sidewalks:	2
Weight of rail in crossing:	105
Bolted rail = 1, C.W.R. = 2 (in main):	1
Existing weight of rail (in main):	105
Roadway surface: Asphalt = 1, Concrete = 2	2

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 8
(Page C Of Subset A Through K)

Proposed Crossing	Units
Length of C.W.R. panel:	78
Roadway width:	40
Crossing angle in degrees:	90.00
Number of tracks:	1
Length of T. & A. surface required:	56
Number of insulated joints required:	1
Rail to be raised in inches:	2.00
Number of drainage pipes required:	2
Distance of headquarters from project:	25

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 74 Of 108)

Project Location Number 8
(Page D Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
127# fit rail -- 39 feet	4	ea.	\$221.12	\$884.48
115# compromise rail		ea.	490.10	0.00
Install 1 crossbuck (including pole)	1	ea.	75.00	75.00
Bolts	24	ea.	1.25	30.00
Ties -- 8 feet 6 inches	48	ea.	20.55	986.40
Ties -- 9 feet 0 inches		ea.	25.10	0.00
Plates, fit 127#	96	ea.	2.00	192.00
Spikes	192	ea.	0.25	48.00
Anchors	72	ea.	1.00	72.00
Field weld kits	2	ea.	70.00	140.00
Outside guard logs 127#	14	ea.	85.00	1,190.00
Inside guard logs 127#	14	ea.	42.50	595.00
Lag screws	112	ea.	0.85	95.20

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Project Location Number 8
(Page E Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
Protective end plates		set	\$350.00	\$ 0.00
Filter fabric	136	sy.	2.90	394.40
Ballast	85	nt.	10.50	892.50
Perf. corrugated metal pipe -- 6 inches x 20 feet	8	ea.	43.00	344.00
Splice collars -- corrugated metal pipe	6	ea.	1.50	9.00
Crushed stone		cy.	16.00	0.00
Insulated joints		pr.	240.00	0.00
Compromise bars 127 #- 105#	4	pr.	275.00	1,100.00
Timber crossing surface (sidewalk)		lf.	175.00	0.00
Standard crossbuck and pole	1	ea.		
Sub-Total Material:				\$7,047.98
Material handling	5.00%			352.40
Total Material:				\$7,400.38

(Page 76 Of 108)

Project Location Number 8
 (Page F Of Subset A Through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld rails	2	ea.	\$175.00	\$ 350.00
Prefabricate panel track	78	tf.	1.65	128.70
Remove existing crossing	59	tf.	15.00	885.00
Remove existing track	78	tf.	3.80	296.40
Install 1 crossbuck (including pole)	1.0	ea.	70.00	70.00
Install filter fabric	136	sy.	0.60	81.60
Install panel track	78	tf.	13.80	1,076.40
Install compromise rails		ea.	39.00	0.00
Install compromise bars	4	pr.	50.00	200.00
Install insulated joints		pr.	75.00	0.00
Install 8-foot 6-inch ties at insulated joints		ea.	12.15	0.00
Install corrugated metal pipe -- 6-inch	160	lf.	2.65	424.00
Install crushed stone		cy.	3.50	0.00
Unload and spread ballast	200	lf.	0.35	70.00
Raise, line and surface track	200	tf.	1.20	240.00

(Page 77 Of 108)

Project Location Number 8
 (Page G Of Subset A Through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Install wood header boards		lf.	\$ 1.25	\$ 0.00
Install T. & A. crossing surface	56	lf.	45.00	2,520.00
Install rubber header boards		ea.	15.00	0.00
Install protective end plates		set	100.00	0.00
Install timber surface (sidewalk)		lf.	70.00	0.00
Sub-Total Labor:				\$ 6,342.10
Labor additive	85.34%			5,412.35
Total Labor:				\$11,754.45
Equipment costs				5,000.00
Subsistence	N.A.			<u>0.00</u>
Sub-Total Material, Labor, Equipment And Subsistence:				\$24,154.83

(Page 78 Of 108)

Project Location Number 8
(Page H Of Subset A Through K)

Contract Work	Units	Unit Of Measure	Cost Per Unit	Total Cost
Saw-cut asphalt roadway	N.A.	lf.	\$ 3.07	\$ 0.00
Saw-cut concrete roadway	112	lf.	7.65	856.80
Approach work -- asphalt	N.A.	tons	50.00	0.00
Approach work -- concrete with wire mesh *	41	cy.	100.00	4,146.49
Sidewalk -- asphalt work	N.A.	sf.	1.44	0.00
Sidewalk -- concrete work	132	sf.	2.00	264.00
Total Contract Work:				\$ 5,267.29
Sub-Total Project:				\$29,422.12
Contingencies	5.00%			1,471.11

* Note: Form work included in cost.

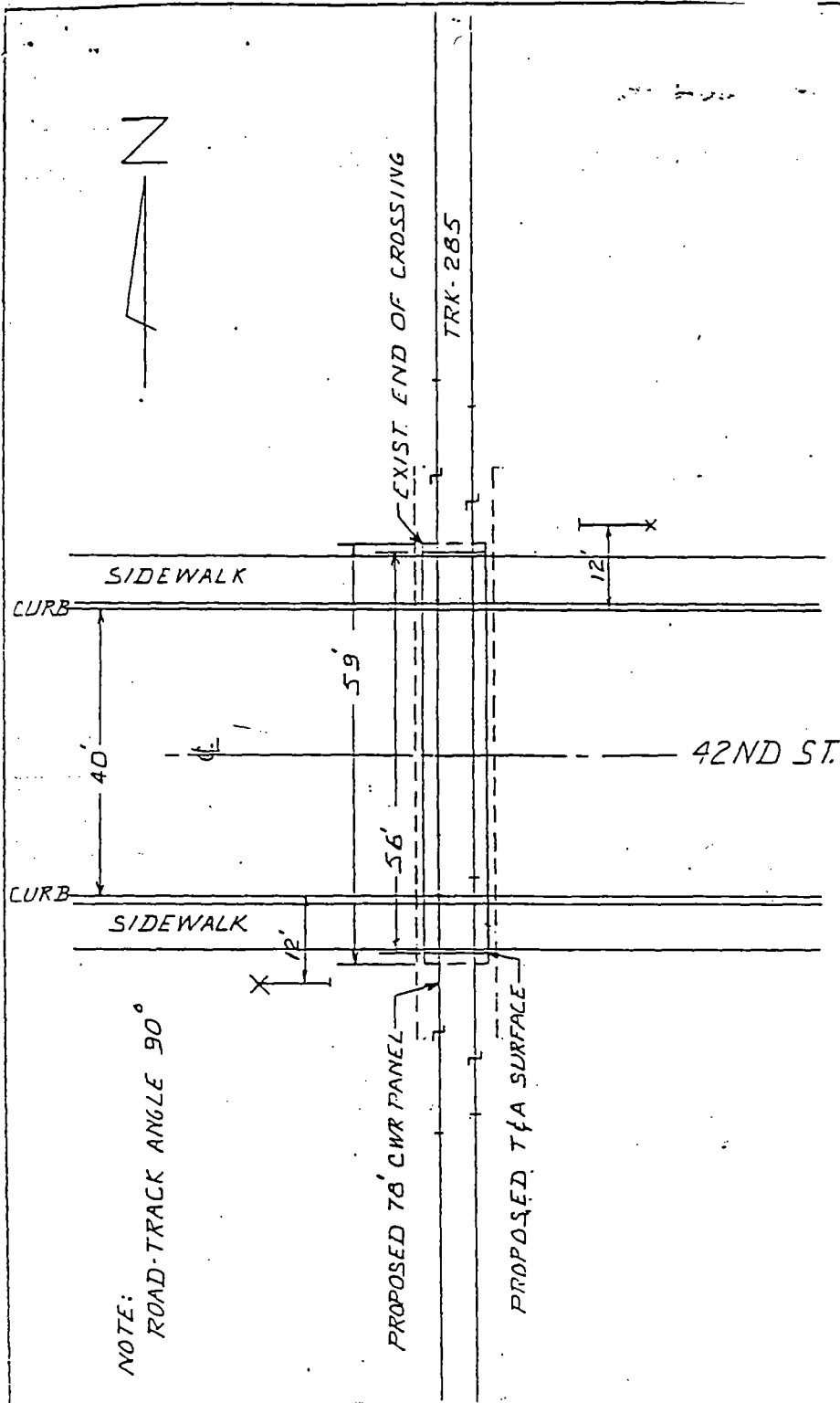
(Page 79 Of 108)

Project Location Number 8
(Page I Of Subset A Through K)

Salvage	Units	Unit Of Measure	Cost Per Unit	Total Cost
Removal of parent track-scrap rail	2.4	gt.	\$107.00	\$256.80
Removal of parent track-scrap O.T.M.	1.1	gt.	104.00	114.40
Sub-Total Salvage:				\$371.20
Less handling	15.00%			-55.68
Total Salvage:				\$315.52
Summary				Total Cost
Trackwork Material				\$ 7,400.38
Trackwork Labor				11,754.45
Equipment				5,000.00
Contract Work				5,267.29
Contingencies				1,471.11
Subsistence				0.00
Less Salvage				-315.52
Total Project (Trackwork):				\$30,577.71

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Project Location Number 8
(Project J Of Subset A Through K)

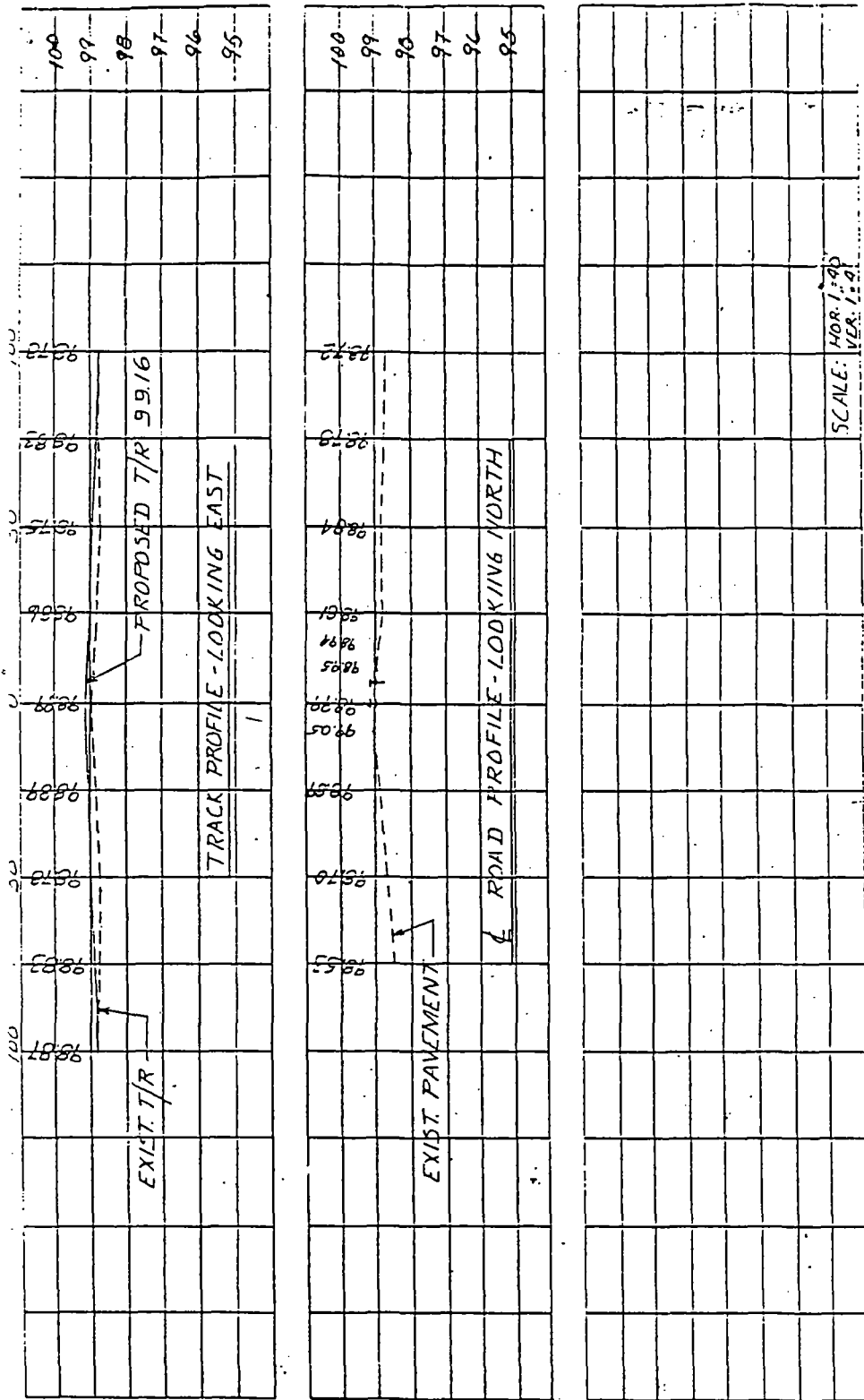


WESTERN	CONRAIL	REGION
CHICAGO, ILLINOIS		
CRAWFORD IND. PARK		
PROPOSED TIMBER & ASPHALT CROSSING		
AT 42ND STREET AAR DOT # 2413291N		
OFFICE DRAWING NO.	SCALE 1" = 20'	SHEET 1 OF 2
DATE 6-9-88	PLANNED	F 323

- PROPOSED COMPROMISE JOINT
- EXISTING STANDARD JOINT
- PROPOSED 6" PERF. CMP.

(Page 81 Of 108)

Project Location Number 8
(Project K Of Subset A Through K)



WESTERN CONRAIL DESIGN

CHICAGO, ILLINOIS

ROAD AND TRACK PROFILES

42ND STREET GRADE CROSSING

ARR DOT # 243291N

SCALE: HOR: 1"=40' VER: 1"=4'

OFFICE: INDUSTRIAL

BTH LOC.

AS SHOWN

2 OF 2

PLAN NO. F323

(Page 82 Of 108)

Project Location Number 9
(Page A Of Subset A Through K)

Consolidated Rail Corporation

Area Engineer's Office
Detroit, Michigan

Date: June 13, 1988

Western Region

Chicago Division

Location: Chicago, Illinois W.O. 53092

Proposed T. & A. crossing at grade
with 42nd Street and C. R. & I. Br.

Mile Post 01.20 L.C.3297

A.A.R. Number 243287 Y Location Number 9

Parameters

Existing Crossing	Units

Surface length:	56

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

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Project Location Number 9
(Page B Of Subset A Through K)

Existing Crossing	Units
Roadway width:	40
Crossing angle in degrees:	90.00
Number of tracks:	1
Rail below road surface in inches:	
Number of sidewalks:	2
Weight of rail in crossing:	105
Bolted rail = 1, C.W.R. = 2 (in main):	1
Existing weight of rail (in main):	105
Roadway surface: Asphalt = 1, Concrete = 2	2

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C .& S. items to be added.
3. Detours not included.

(Page 84 Of 108)

Project Location Number 9
(Page C Of Subset A Through K)

Proposed Crossing	Units
Length of C.W.R. panel:	78
Roadway width:	40
Crossing angle in degrees:	90.00
Number of tracks:	1
Length of T. & A. surface required:	56
Number of insulated joints required:	0
Rail to be raised in inches:	2.00
Number of drainage pipes required:	2
Distance of headquarters from project:	25

Note:

1. The following estimate is based on trackwork and approach work only and is valid for 60 days.
2. Engineering, field inspection, flag protection and C. & S. items to be added.
3. Detours not included.

(Page 85 Of 108)

Project Location Number 9
(Page D Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
127# fit rail -- 39 feet	4	ea.	\$221.12	\$ 884.48
115# compromise rail		ea.	490.10	0.00
Install 1 crossbuck (including pole)	1	ea.	75.00	75.00
Bolts	24	ea.	1.25	30.00
Ties -- 8 feet 6 inches	48	ea.	20.55	986.40
Ties -- 9 feet 0 inches		ea.	25.10	0.00
Plates, fit 127#	96	ea.	2.00	192.00
Spikes	192	ea.	0.25	48.00
Anchors	72	ea.	1.00	72.00
Field weld kits	2	ea.	70.00	140.00
Outside guard logs 127#	14	ea.	85.00	1,190.00
Inside guard logs 127#	14	ea.	42.50	595.00
Lag screws	112	ea.	0.85	95.20
Protective end plates		set	350.00	0.00
Filter fabric	136	sy.	2.90	394.40

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Project Location Number 9
(Page E Of Subset A Through K)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
Ballast	85	nt.	\$ 10.50	\$ 892.50
Perf. corrugated metal pipe -- 6 inches x 20 feet	8	ea.	43.00	344.00
Splice collars -- corrugated pipe metal	6	ea.	1.50	9.00
Crushed stone		cy.	16.00	0.00
Insulated joints		pr.	240.00	0.00
Compromise bars 127#- 105#	4	pr.	275.00	1,100.00
Timber crossing surface (sidewalk)		lf.	175.00	0.00
Standard crossbuck and pole	1	ea.		
Sub-Total Material:				<u>\$7,047.98</u>
Material handling	5.00%			<u>352.40</u>
Total Material:				\$7,400.38

(Page 87 Of 108)

Project Location Number 9
(Page F Of Subset A Through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld rails	2	ea.	\$175.00	\$350.00
Prefabricate panel track	78	tf.	1.65	128.70
Remove existing crossing	59	tf.	15.00	885.00
Remove existing track	78	tf.	3.80	296.40
Install 1 crossbuck (including pole)	1.0	ea.	70.00	70.00
Install filter fabric	136	sy.	0.60	81.60
Install panel track	78	tf.	13.80	1,076.40
Install compromise rails		ea.	39.00	0.00
Install compromise bars	4	pr.	50.00	200.00
Install insulated joints		pr.	75.00	0.00
Install 8-foot 6-inch ties at insulated joints		ea.	12.15	0.00
Install corrugated metal pipe -- 6-inch	160	lf.	2.65	424.00
Install crushed stone		cy.	3.50	0.00
Unload and spread ballast	200	lf.	0.35	70.00
Raise, line and surface track	200	tf.	1.20	240.00

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Project Location Number 9
 (Page G Of Subset A Through K)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Install wood header boards		lf.	\$ 1.25	\$ 0.00
Install T. & A. crossing surface	56	lf.	45.00	2,520.00
Install rubber header boards		ea.	15.00	0.00
Install protective end plates		set	100.00	0.00
Install timber surface (sidewalk)		lf.	70.00	0.00
Sub-Total Labor:				\$ 6,342.10
Labor additive	85.34%			5,412.35
Total Labor:				\$11,754.45
Equipment costs				5,000.00
Subsistence	N.A.			<u>0.00</u>
Sub-Total Material, Labor, Equipment And Subsistence:				\$24,154.83

(Page 89 Of 108)

Project Location Number 9
(Page H Of Subset A Through K)

Contract Work	Units	Unit Of Measure	Cost Per Unit	Total Cost
Saw-cut asphalt roadway	N.A.	lf.	\$ 3.07	\$ 0.00
Saw-cut concrete roadway	112	lf.	7.65	856.80
Approach work -- asphalt	N.A.	tons	50.00	0.00
Approach work -- concrete with wire mesh *	41	cy.	100.00	4,146.49
Sidewalk -- asphalt work	N.A.	sf.	1.44	0.00
Sidewalk -- concrete work	132	sf.	2.00	264.00
Total Contract Work:				\$ 5,267.29
Sub-Total Project:				\$29,422.12
Contingencies	5.00%			1,471.11

* Note: Form work included in cost.

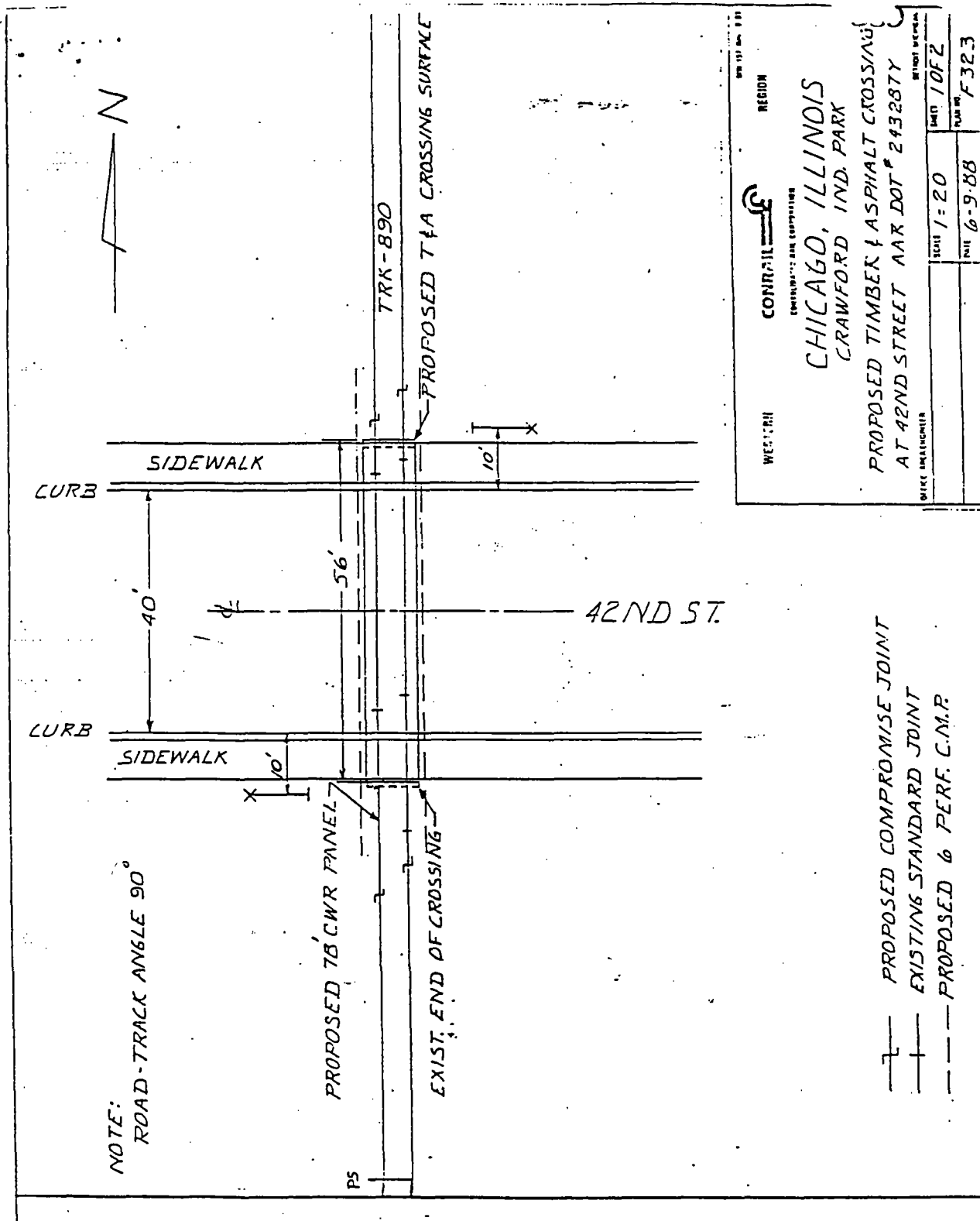
(Page 90 Of 108)

Project Location Number 9
(Page I Of Subset A Through K)

Salvage	Units	Unit Of Measure	Cost Per Unit	Total Cost
Removal of parent track-scrap rail	2.4	gt.	\$107.00	\$256.80
Removal of parent track-scrap O.T.M.	1.1	gt.	104.00	114.40
Sub-Total Salvage:				\$371.20
Less handling	15.00%			-55.68
Total Salvage:				\$315.52
Summary				Total Cost
Trackwork Material				\$ 7,400.38
Trackwork Labor				11,754.45
Equipment				5,000.00
Contract Work				5,267.29
Contingencies				1,471.11
Subsistence				0.00
Less Salvage				-315.52
Total Project (Trackwork):				\$30,577.71

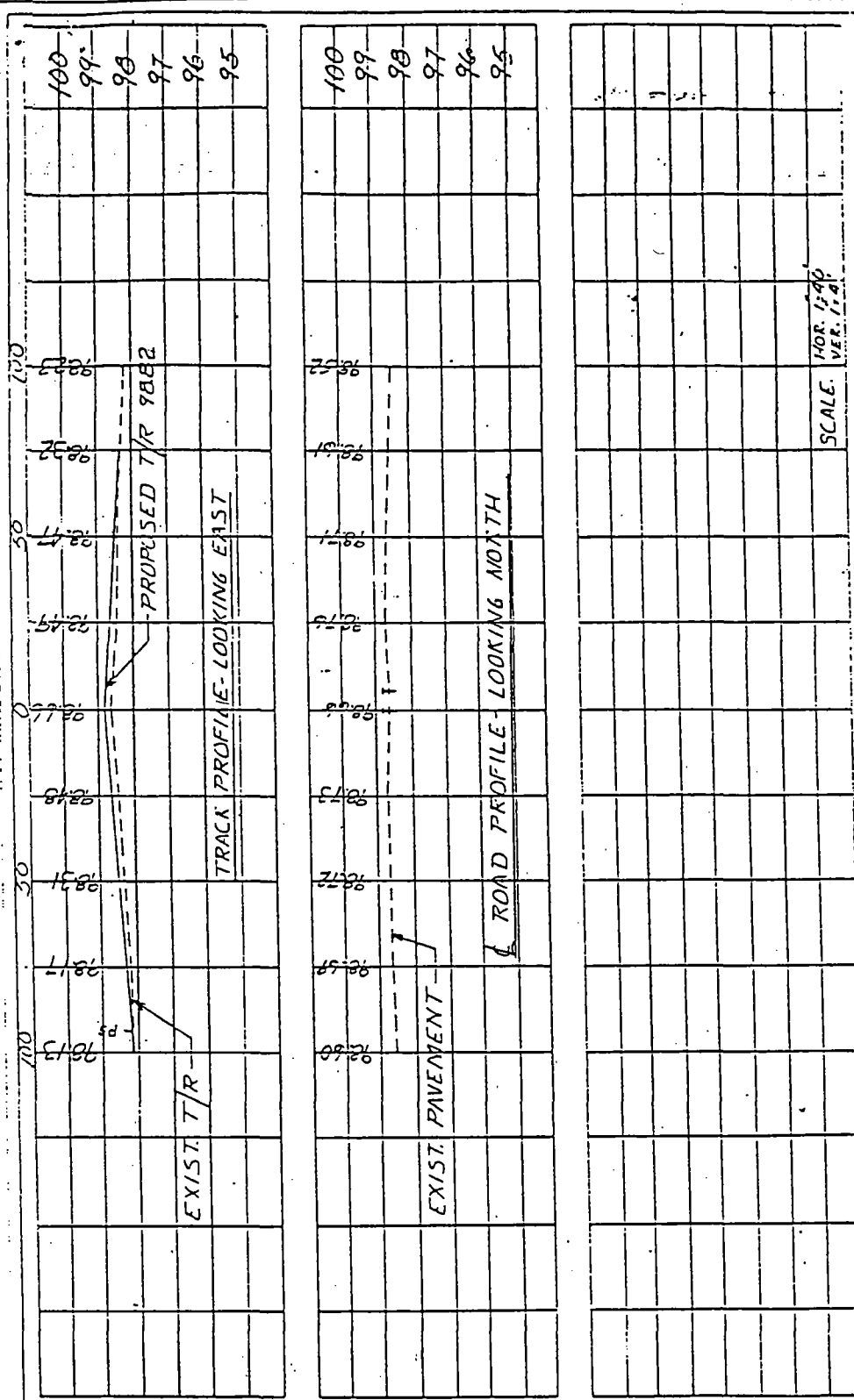
(Page 91 Of 108)

Project Location Number 9
(Project J Of Subset A Through K)



(Page 92 Of 108)

Project Location Number 9
(Project K Of Subset A Through K)



WESTERN	CONRAIL	REGION
CHICAGO, ILLINOIS		
ROAD AND TRACK PROFILES		
42ND STREET GRADE CROSSING		
AAR DAT # 243287Y		
9TH LOC.	SCALE AS SHOWN	DATE 10/10/91

(Page 93 Of 108)

Project Location Number 10
(Page A Of Subset A Through H)

Consolidated Rail Corporation

Area Engineer's Office
Dearborn, Michigan

Date: March 27, 1989

Crawford Industrial Park

Division: Dearborn

Subject: Chicago, Illinois

Proposed T. & A. crossing at grade
with C. R. & I. Br.

M.P./L.C.: 3297

A.A.R. Number 243291 V Location Number 10

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
132 # Blind end rail -- 39 feet ea.	10	ea.	\$ 501.15	\$ 5,012.00
Number 8-132 # Turnout P.T.O. L.H.	1	ea.	21,550.62	21,550.62
Ties -- 8 feet 6 inches new	100	ea.	21.17	2,117.00
Plates 132 # new	200	ea.	4.89	978.00
Spikes	800	ea.	.26	208.00

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Project Location Number 10
(Page B Of Subset A Through H)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
Anchors	400	ea.	\$.92	\$ 368.00
Field weld kits	18	ea.	70.00	1,260.00
Guard log crossing surface	128	ea.	35.00	4,480.00
Filter fabric	3	roll	387.00	1,161.00
Ballast	200	nt.	10.81	2,162.00
Spike drive washer head -- 12-inch	350	ea.	.64	224.00
Perforated corrugated metal pipe -- 6 inches x 20 feet	10	ea.	43.00	430.00
Splice collars -- corrugated metal pipe	8	ea.	1.50	12.00
Sub-Total Material:				\$39,963.00
Material handling	5.00%			<u>1,998.00</u>
Total Material:				\$41,961.00

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Project Location Number 10
(Page C Of Subset A Through H)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld rails	18	ea.	\$ 175.00	\$ 3,150.00
Prefabricate panel track	164	lf.	1.70	279.00
Remove existing crossing surface	192	lf.	20.00	3,840.00
Remove existing track	164	tf.	4.89	802.00
Install Number 8-132 # welded turnout	1	ea.	5,112.00	5,112.00
Install filter fabric	3	roll	60.00	180.00
Install panel track	164	tf.	13.80	2,263.00
Install 6-inch corrugated metal pipe	200	lf.	3.00	600.00
Remove Number 8-105 # Turnout	2	ea.	490.00	980.00
Unload and spread ballast	260	tf.	.35	91.00
Raise, line and surface track	260	tf.	2.20	572.00
Install guard log surface	128	lf.	50.00	6,400.00
Sub-Total Labor:				\$24,269.00
Labor additive	85.34%			<u>20,711.00</u>
Total Labor:				\$44,980.00

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Project Location Number 10
(Page D Of Subset A Through H)

Contract Work	Units	Unit Of Measure	Cost Per Unit	Total Cost
Saw-cut concrete roadway	100	lf.	\$ 7.65	\$ 765.00
Approach work -- asphalt	25	tons	85.00	2,125.00
Approach work -- concrete with wire mesh*	3	cy.	125.00	<u>375.00</u>
Total Contract Work:				\$3,265.00
Equipment costs				<u>5,000.00</u>
Sub-Total Project:				\$8,265.00

Note:

1. This estimate is based on trackwork only and valid for 60 days.
2. Engineering, field inspection, flag protection, C. & S. and detour costs to be added.

(Page 97 Of 108)

Project Location Number 10
(Page E Of Subset A Through H)

Salvage	Units	Unit Of Measure	Cost Per Unit	Total Cost
Scrap rail (164 feet -- 105#)	5.13	nt.	\$120.00	\$ 616.00
Scrap O.T.M. (164 feet -- 105#)	2.14	nt.	144.00	308.00
Scrap turnout (2-105 inches)	13.08	nt.	120.00	<u>1,570.00</u>
Sub-Total Salvage:				\$2,494.00
Less handling		5%		<u>125.00</u>
Total Salvage:				\$2,619.00

Note:

1. This estimate is based on trackwork only and valid for 60 days.
2. Engineering, field inspection, flag protection, C. & S. and detour costs to be added.

(Page 98 Of 108)

Project Location Number 9
(Page F Of Subset A Through H)

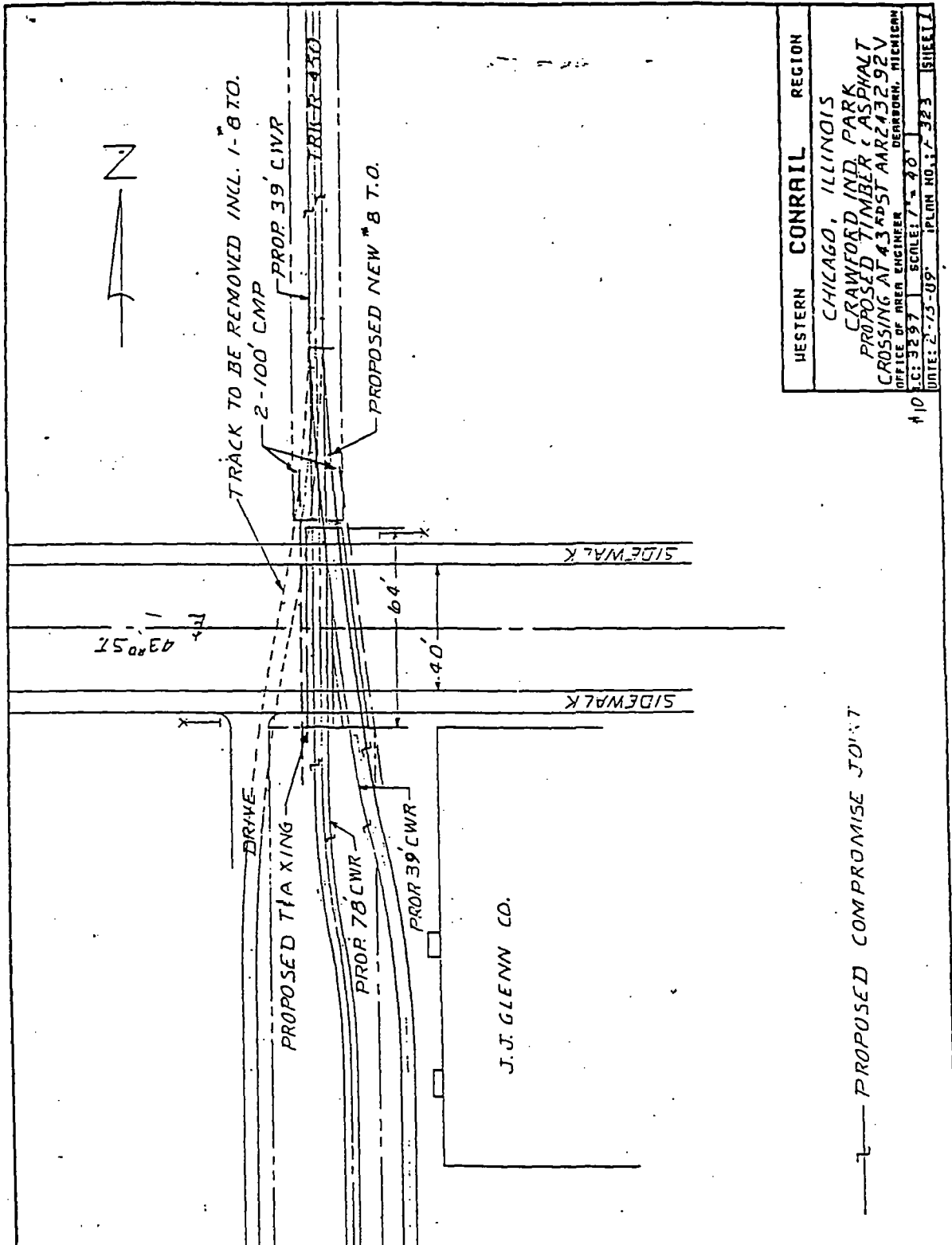
Summary	Cost
Trackwork Material	\$41,961.00
Trackwork Labor	44,980.00
Contract Work	3,265.00
Equipment	5,000.00
Contingencies -- 5%	4,760.00
Sales Tax on Material -- 7%	2,937.00
Less Salvage	<u>-2,619.00</u>
 Total Project (Trackwork):	 \$100,284.00

Note:

1. This estimate is based on trackwork only and valid for 60 days.
2. Engineering, field inspection, flag protection, C. & S. and detour costs to be added.

(Page 99 Of 108)

Project Location Number 10
(Project G Of Subset A Through H)



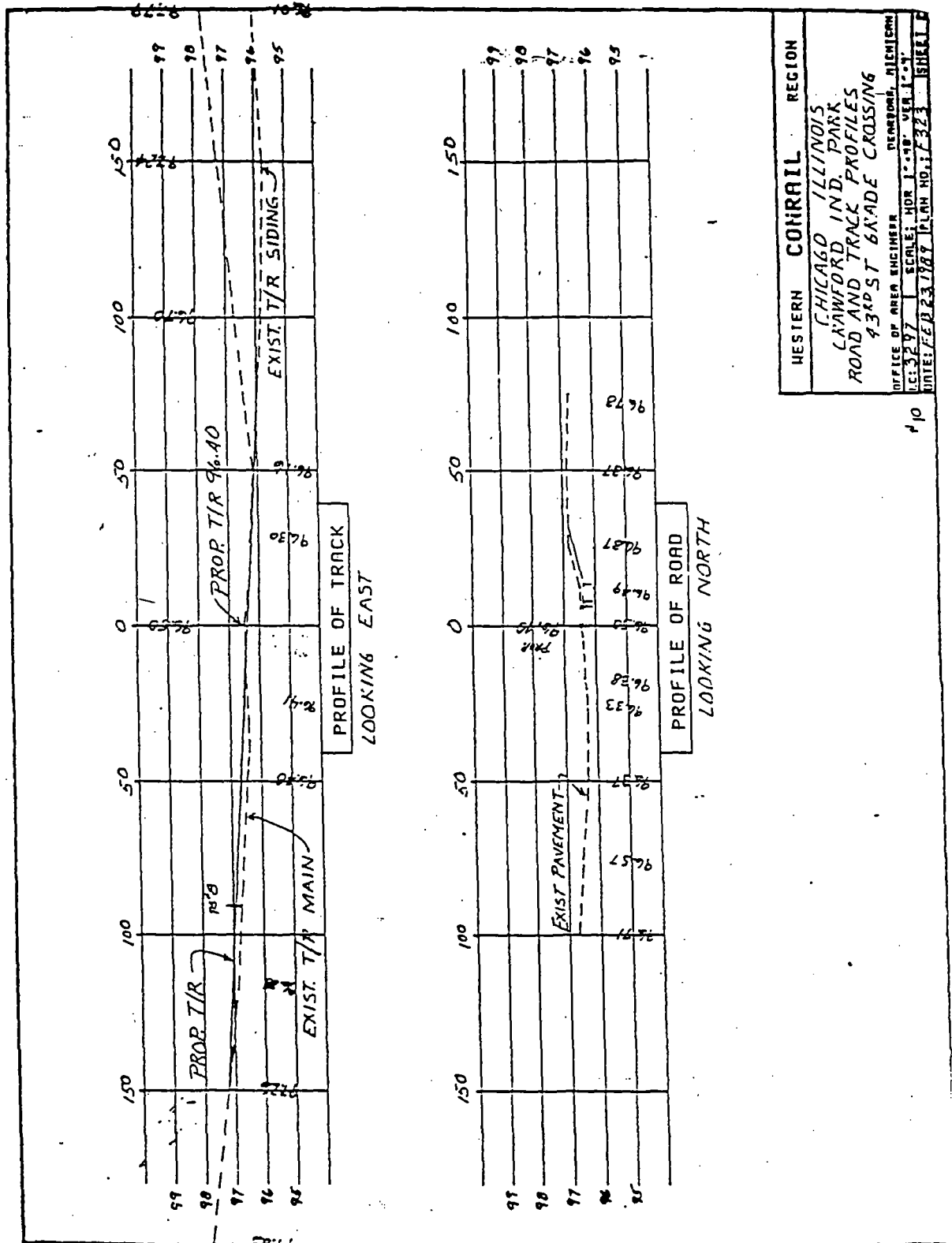
6/28/91

REPORTS OF COMMITTEES

3085

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Project Location Number 10
(Project H Of Subset A Through H)



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Project Location Number 11
(Page A Of Subset A Through H)

Consolidated Rail Corporation
Area Engineer's Office, Dearborn, Michigan

Date: March 27, 1989

Crawford Industrial Park

Division: Dearborn

Subject: Chicago, Illinois

Proposed T. & A. crossing at grade
with C. R. & I. Br.

M.P., L.C.: 3297

A.A.R. Number 243289 M Location Number 11

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
132# blind end rail -- 39 feet ea.	6	ea.	\$ 501.15	\$ 3,007.00
Ties -- 8 feet 6 inches new	72	ea.	21.17	1,524.00
Plates 132# new	144	ea.	4.89	704.00
Spikes	576	ea.	.26	150.00
Anchors	288	ea.	.92	265.00

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Project Location Number 11
(Page B Of Subset A Through H)

Trackwork Material	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld kits	8	ea.	\$ 70.00	\$ 560.00
Guard log crossing surface	56	lf.	35.00	1,960.00
Filter fabric	1	roll	387.00	387.00
Ballast	125	nt.	10.81	1,351.00
Spike drive washer head -- 12-inch	68	ea.	.64	108.00
Sub-Total Material:				\$10,016.00
Material handling	5.00%			501.00
Total Material:				\$10,517.00

(Page 103 Of 108)

Project Location Number 11
(Page C Of Subset A Through H)

Trackwork Labor	Units	Unit Of Measure	Cost Per Unit	Total Cost
Field weld rails	8	ea.	\$175.00	\$1,400.00
Prefabricate panel track	117	lf.	1.70	199.00
Remove existing crossing surface	53	lf.	20.00	1,060.00
Remove existing track	117	tf.	4.89	572.00
Install filter fabric	1	roll	60.00	60.00
Install panel truck	117	tf.	13.80	1,615.00
Unload and spread ballast	250	tf.	.35	88.00
Raise, line and surface track	250	tf.	2.20	550.00
Install guard log surface	56	lf.	50.00	2,800.00
Sub-Total Material:				\$8,344.00
Labor additive	85.34%			<u>7,121.00</u>
Total Labor:				\$15,465.00

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Project Location Number 11
(Page D Of Subset A Through H)

Contract Work	Units	Unit Of Measure	Cost Per Unit	Total Cost
Saw-cut concrete roadway	80	lf.	\$ 7.65	\$ 612.00
Approach work -- asphalt	20	tons	85.00	1,700.00
Approach work -- concrete with wire mesh *	3	cy.	125.00	375.00
Total Contract Work:				\$2,687.00
Equipment costs				5,000.00
Sub-Total Project:				\$7,687.00

Note:

1. This estimate is based on trackwork only and valid for 60 days.
2. Engineering, field inspection, flag protection, C. & S. and detour costs to be added.

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Project Location Number 11
(Page E Of Subset A through H)

Salvage	Units	Unit Of Measure	Cost Per Unit	Total Cost
Scrap Rail (156 feet -- 105 #)	4.88	nt.	\$120.00	\$586.00
Scrap O.T.M. (156 feet -- 105 #)	2.10	nt.	144.00	<u>303.00</u>
Sub-Total Salvage:				\$889.00
Less handling	5%			<u>45.00</u>
Total Salvage:				\$844.00

Note:

1. This estimate is based on trackwork only and valid for 60 days.
2. Engineering, field inspection, flag protection, C. & S. and detour costs to be added.

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Project Location Number 11
(Page F Of Subset A through H)

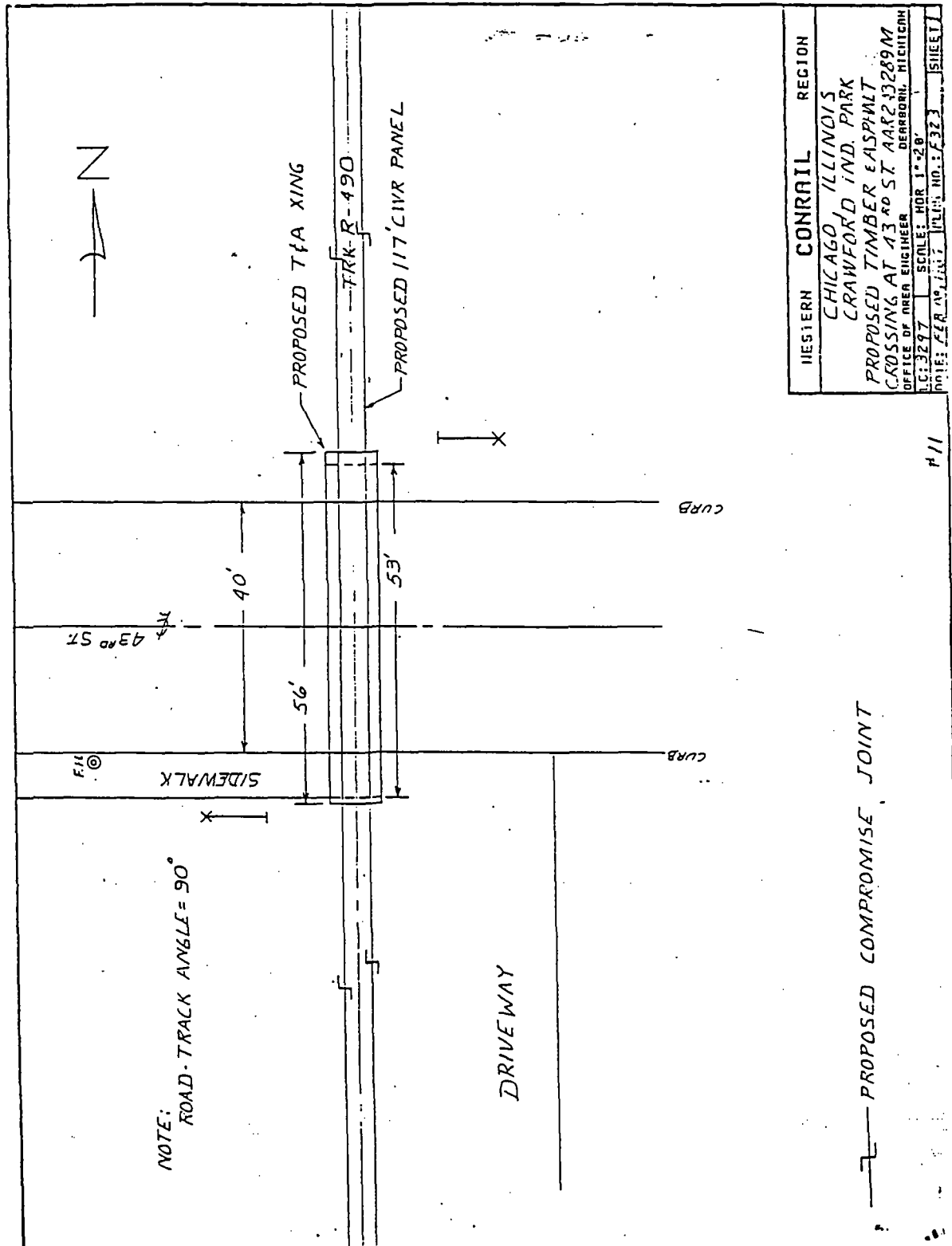
Summary	Cost
Trackwork Material	\$10,517.00
Trackwork Labor	15,465.00
Contract Work	2,687.00
Equipment	5,000.00
Contingencies -- 5%	1,683.00
Sales Tax on Material -- 7%	736.00
Less Salvage	-844.00
Total Project (Trackwork):	<u>\$35,244.00</u>

Note:

1. This estimate is based on trackwork only and valid for 60 days.
2. Engineering, field inspection, flag protection, C. & S. and detour costs to be added.

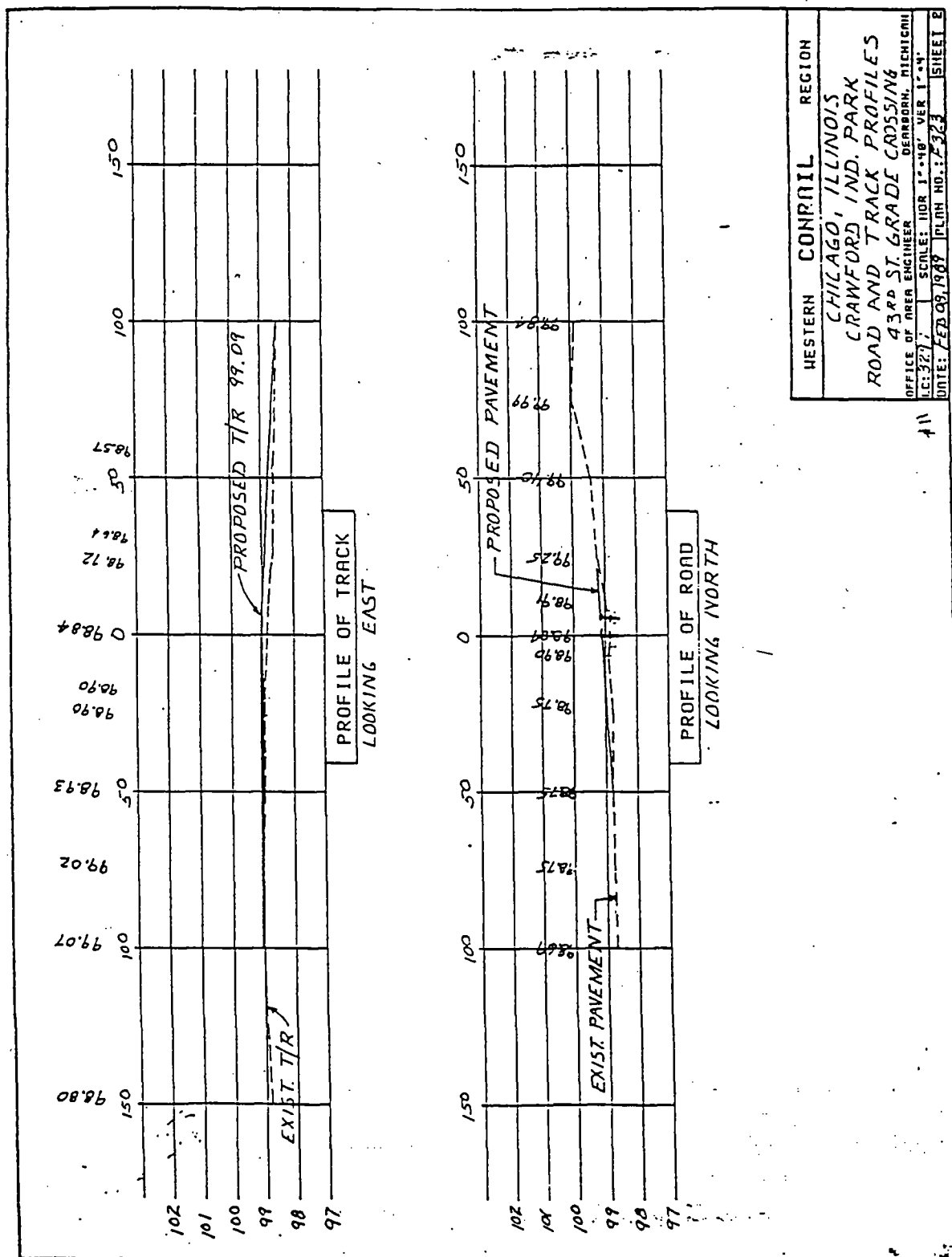
(Page 107 Of 108)

Project Location Number 11
(Project G Of Subset A Through H)



(Page 108 Of 108)

Project Location Number 11
(Project H Of Subset A Through H)



AUTHORIZATION TO CONDUCT SURVEY FOR IMPROVEMENT
OF ROADWAY IN PORTION OF WEST
125TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 25, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on June 12, 1991) that the Commissioner of Public Works is hereby authorized and directed to cause a survey to be made with a view to the necessary improvement of the roadway in the 300 block of West 125th Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to cause a survey to be made with a view to the necessary improvement of the roadway in the 300 block of West 125th Street.

AUTHORIZATION FOR ISSUANCE OF PERMIT TO LA THOMAS
AND COMPANY, INC. FOR REMOVAL OF CONCRETE
AND INSTALLATION OF PLANTS AND FENCE
AT 20 EAST CEDAR STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 25, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on June 12, 1991) that the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to LaThomas and Company, Inc., 15 East Superior Street, to remove existing concrete and install ivy plants and a wrought iron fence in the parkway adjacent to the premises commonly known as 20 East Cedar Street, subject to the approval of plans, without compensation.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to LaThomas and Company, Inc., 15 East Superior Street, to remove existing concrete and install ivy plants and wrought iron fence in the parkway adjacent to the premises commonly known as 20 East Cedar Street, subject to the approval of plans, without compensation, and on the conditions that the adjacent property owners shall assume full responsibility for maintenance, and shall insure, save and hold harmless the City of Chicago from all liability.

AUTHORIZATION FOR EXEMPTION OF MR. GREGORY L. BYRON
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PROPERTY AT
4717 SOUTH CICERO AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 25, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on June 12, 1991) that the Commissioner of Public Works is hereby authorized and directed to exempt Gregory L. Byron, 1809 East 71st Street, from the provisions requiring barriers as a

prerequisite to prohibit alley ingress and/or egress to the parking facility at 4717 South Cicero Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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 10-20-210 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Gregory L. Byron, 1809 East 71st Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at 4717 South Cicero Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR EXEMPTION OF MR. JOHN M. LESMEISTER
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PROPERTY AT
6643 -- 6645 WEST 63RD STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 25, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on June 12, 1991) that the Commissioner of Public Works is hereby authorized and directed to exempt John M. Lesmeister, 5529 South Narragansett Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at 6643 -- 6645 West 63rd Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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 10-20-210 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt John M. Lesmeister, 5529 South Narragansett Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities at 6643 -- 6645 West 63rd Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR EXEMPTION OF TEKNO, INC. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PROPERTY AT
1218 WEST ADAMS STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 25, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on June 12, 1991) that the Commissioner of Public Works is hereby authorized and directed to exempt Kevin Balli, President of Tekno, Inc., 100 East Erie Street, from the provisions requiring barriers as a prerequisite to prohibit alley egress and/or ingress to the parking facility at 1218 West Adams Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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 10-20-210 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Kevin Balli, President of Tekno, Inc., 100 East Erie Street, from the provisions requiring barriers as a prerequisite to prohibit alley egress and/or ingress to the parking facility at 1218 West Adams Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON HOUSING AND REAL ESTATE.

AMENDMENT OF ORDINANCE WHICH APPROVED QUINCY
HOMES LIMITED PARTNERSHIP AS DEVELOPER UNDER
NEW HOMES FOR CHICAGO PROGRAM AND
AUTHORIZED CONVEYANCE OF
PROPERTY THERETO.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Housing and Real Estate, submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Joint Committee on Finance/Housing and Real Estate, having had under consideration an ordinance amending an ordinance approving the Quincy Homes Limited Partnership as a developer under the New Homes for Chicago Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) LUIS V. GUTIERREZ,
Committee on Housing
and Real Estate,
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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

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 Article VII, Section 6(a) of the 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 passed 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, The City Council, by ordinance passed November 14, 1990 (Council Journal of Proceedings pages 24565 -- 24570), approved the selection of Quincy Homes Limited Partnership, an Illinois limited partnership, as a developer ("Developer") to construct new single-family housing in the Austin neighborhood of the City pursuant to the New Homes Program; and

WHEREAS, The City seeks to amend the November 14, 1990 ordinance to provide for the addition of certain parcels to be acquired by Developer to be redeveloped by Developer pursuant to the New Homes Program; and

WHEREAS, The Department of Housing recommends to the City Council that it amend the November 14, 1990 ordinance as provided herein; now, therefore,

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

SECTION 1. Pursuant to the objectives of the New Homes Program and the provisions contained in the redevelopment agreement to be executed by

the City and Developer, Developer shall redevelop those certain parcels to be acquired by Developer and described in Exhibit A attached hereto.

SECTION 2. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Private Lots To Be Redeveloped By Developer.

Address	P.I.N.
5043 -- 5045 West Quincy Street	16-16-210-003
4901 -- 4903 West Quincy Street	16-16-211-006
4851 West Quincy Street	16-16-211-008

AMENDMENT OF ORDINANCE WHICH APPROVED CALIFORNIA/
OGDEN AVENUES JOINT VENTURE AS DEVELOPER
UNDER NEW HOMES FOR CHICAGO PROGRAM
AND AUTHORIZED SALE OF
PROPERTY THERETO.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Housing and Real Estate, submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Joint Committee on Finance/Housing and Real Estate, having had under consideration an ordinance amending an ordinance approving the California/Ogden Avenues Joint Venture as a developer under the New Homes for Chicago Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) LUIS V. GUTIERREZ,
Committee on Housing
and Real Estate,
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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

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 Article VII, Section 6(a) of the 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 passed 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, The City Council, by ordinance passed November 14, 1990 (Council Journal of Proceedings pages 24570 -- 24575), approved the selection of California/Ogden Avenues Joint Venture as a developer ("Developer") to construct new single-family housing in the Lawndale neighborhood of the City pursuant to the New Homes Program; and

WHEREAS, The City seeks to amend the November 14, 1990 ordinance to provide for the addition of certain parcels to be conveyed by the City to Developer pursuant to the New Homes Program, to correct the address of certain parcels included in the list of City parcels attached to the November 14, 1990 ordinance, and to provide for the transfer of the City parcels to a land trust of which the Developer is the sole beneficiary; and

WHEREAS, The Department of Housing recommends to the City Council that it amend the November 14, 1990 ordinance as provided herein; now, therefore,

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

SECTION 1. The City shall be permitted to convey the City parcels described in the November 14, 1990 ordinance and those parcels described in Exhibit A attached hereto to that certain land trust known as American National Bank and Trust Company of Chicago Trust No. 113767-04 dated April 20, 1991 ("Land Trust"), of which Developer is the sole beneficiary, or such other land trust meeting the prior approval of the Commissioner of Housing. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying the City lots described in this ordinance.

SECTION 2. Pursuant to the objectives of the New Homes Program and the provisions contained in the redevelopment agreement executed by the City and Developer dated May 7, 1991, the City shall be permitted to convey to Developer those certain parcels described in Exhibit A attached hereto.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

City Lots To Be Conveyed To Developer.

Address	P.I.N.
1259 South California Avenue	16-24-206-012
1319 South California Avenue	16-24-207-022
1353 South Fairfield Avenue	16-24-207-035
1232 South Washtenaw Avenue	16-24-207-042
1358 South Washtenaw Avenue	16-24-207-073

Corrections to Exhibit "A" attached to November 14, 1990 ordinance:

1313 South Fairfield Avenue	16-24-207-018/020
<i>1232 South Washtenaw Avenue</i>	16-24-207-042
1238 South Fairfield Avenue	16-24-206-042

The following parcel is hereby deleted from inclusion in the list of City parcels:

1232 South California Avenue	16-24-206-040

AMENDMENT OF ORDINANCE WHICH APPROVED HUMBOLDT
DEVELOPMENT JOINT VENTURE AS DEVELOPED UNDER
NEW HOMES FOR CHICAGO PROGRAM AND CHICAGO
HOUSING AUTHORITY SCATTERED SITE PROGRAM
AND AUTHORIZED CONVEYANCE
OF PROPERTY THERETO.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Housing and Real Estate, submitted the following report:

CHICAGO, June 28, 1991.

To the President and Members of the City Council:

Your Joint Committee on Finance/Housing and Real Estate, having had under consideration an ordinance approving the Humboldt Development Joint Venture as a developer under the New Homes for Chicago Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) LUIS V. GUTIERREZ,
Committee on Housing
and Real Estate,
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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

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 Article VII, Section 6(a), of the 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 passed 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, The City Council, by ordinance passed November 14, 1990 (Council Journal of Proceedings pages 24560 -- 24565), approved the selection of American National Bank and Trust Company of Chicago, Trust No. 112948-08 ("Land Trust"), and Humboldt Development Joint Venture, an Illinois joint venture and the sole beneficiary of the Land Trust, as the developer ("Developer") to construct new single-family housing in the Humboldt Park neighborhood of the City pursuant to the New Homes Program; and

WHEREAS, Developer has informed the City that it seeks to participate in the New Homes Program solely as a joint venture and that the Land Trust will not hold fee title to any real property redeveloped pursuant to the November 14, 1990 ordinance or be a signatory to the redevelopment agreement to be executed between the City and Developer; and

WHEREAS, The City seeks to amend the November 14, 1990 ordinance by deleting the reference to the Land Trust as the Developer and, furthermore, to provide for the inclusion of certain parcels to be acquired by Developer to be redeveloped by Developer pursuant to the New Homes Program; and

WHEREAS, The Department of Housing recommends to the City Council that it amend the November 14, 1990 ordinance as provided herein; now, therefore,

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

SECTION 1. The City hereby approves the participation of Humboldt Development Joint Venture, an Illinois joint venture, as Developer of new affordable single-family housing in the Humboldt Park neighborhood under the New Homes Program. The Land Trust known as American National Bank and Trust Company of Chicago, Trust No. 112948-08 shall no longer be deemed as the developer.

SECTION 2. Pursuant to the objectives of the New Homes Program and the provisions contained in the redevelopment agreement to be executed by the City and Developer, the City shall be permitted to convey to Developer that certain parcel described in Exhibit A attached hereto, and Developer shall redevelop those certain parcels to be acquired by Developer and described in Exhibit B attached hereto pursuant to the New Homes Program.

SECTION 3. The ordinance adopted by the City Council on July 31, 1990 (Council Journal of Proceedings pages 19480 -- 19485) authorizing the sale of various City-owned properties to The Habitat Company, as receiver, under the Chicago Housing Authority Scattered Site Housing Program is hereby amended to exclude from sale the parcel listed on attached Exhibit C, which Parcel shall be included in the list of City parcels described on Exhibit A for purposes of this ordinance.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

City Lots To Be Conveyed To Developer.

Address

P.I.N.

901 North Richmond Street

16-01-315-014

The following parcel is hereby deleted from inclusion in the list of City parcels:

1008 North Francisco Avenue

16-01-310-024

*Exhibit "B".**Private Lots To Be Redeveloped By Developer.*

Address	P.I.N.
1029 North Mozart Street	16-01-312-004
863 North Mozart Street	16-01-326-007
846 North Mozart Street	16-01-325-033
903 North Francisco Avenue	16-01-316-012
1004 North Mozart Street	16-01-311-025
1007 North Mozart Street	16-01-312-013
1028 North Mozart Street	16-01-311-018
1031 North Mozart Street	16-01-312-003
1121 North Mozart Street	16-01-304-017
1133 North Mozart Street	16-01-304-011
1014 North Richmond Street	16-01-309-021
1016 North Richmond Street	16-01-309-021
1008 North Francisco Avenue	16-01-310-024
1019 North Richmond Street	16-01-310-008
1023 North Richmond Street	16-01-310-006

Address	P.I.N.
1129 North Richmond Street	16-01-302-043
1135 North Richmond Street	16-01-302-013
1044 North Francisco Avenue	16-01-307-011
1023 North Francisco Avenue	16-01-302-018

Exhibit "C".

901 North Richmond Street	16-01-315-014

Rules Suspended -- PRESENTATION OF AWARDS TO VARIOUS
ALDERMEN IN RECOGNITION OF THEIR PARTICIPATION
IN "LAWMAKERS FOR STUDENTS" PROGRAM.

Alderman J. Evans moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the presentation of awards to various Aldermen in recognition of their participation in the Chicago Board of Education's "Lawmakers for Students" program. The motion *Prevailed*.

At this point in the proceedings, Alderman J. Evans introduced to the City Council and assembled guests, Dr. Frances B. Holliday, Director of Bureau of Volunteer Programs for the Chicago Board of Education.

Speaking from the Mayor's rostrum, Dr. Holliday expressed her appreciation on behalf of the students, faculty and parents to the following Aldermen for their participation in the "Lawmakers for Students" program and presented each with an award in recognition of their volunteer efforts during the 1990 -- 1991 school year:

Alderman Bobby L. Rush
(2nd Ward)

Alderman Ed H. Smith
(28th Ward)

Alderman Patrick M. Huels
(11th Ward)

Alderman Carole Bialczak
(30th Ward)

Alderman Edward M. Burke
(14th Ward)

Alderman Lemuel Austin, Jr.
(34th Ward)

Alderman Jesse J. Evans
(21st Ward)

Alderman Percy Giles
(37th Ward)

Alderman James J. Laski
(23rd Ward)

Alderman Bernard J. Hansen
(44th Ward)

REGULAR OF BUSINESS RESUMED.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar resolutions presented by Aldermen Mazola, Beavers, Troutman and Laski. 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 Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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 MAZOLA (1st Ward):

TRIBUTE TO LATE MR. RALPH R. ALBANO.

WHEREAS, God in his infinite wisdom has called to his eternal reward Ralph R. Albano, an outstanding and influential resident of Chicago's great northwest side, June 13, 1991; and

WHEREAS, A family man of deep religious conviction and true dedication to his fellow man, Ralph R. Albano was a much decorated United States Army Sergeant in World War II. Upon returning home, he grew to become one of the most active and highly visible members of his near northwest community. His religious and civic activities were numerous and included holding several posts at Saint Callistus Church, Saint Mary High School and the Boy Scouts. Mr. Albano worked at Midland & Ross some fifty years, and following his retirement was active in innumerable senior organizations. He fought successfully for the development of the Central West Senior Center and was part of a national magazine coverage acquainting seniors with health care programs sponsored by Saint Joseph Hospital. He was Beat Representative and Senior Program President of the 12th Police District and a State's Attorney Senior Board Member, among many other contributions to the welfare of his community; and

WHEREAS, Ralph R. Albano symbolized the strength and solidity of family life; he and his lovely wife, Lisa, had two children, Patricia Fitzgerald and Anthony Albano, and five grandchildren; 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 June, 1991, A.D., do hereby express our sorrow on the death of Ralph R. Albano, and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Ralph R. Albano.

TRIBUTE TO LATE MRS. MARY SYNOWIEC BRINDISI.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mary Synowiec Brindisi, beloved near northwest side citizen, June 18, 1991; and

WHEREAS, Mary Synowiec Brindisi, beloved wife of Daniel "Moose" Brindisi, was known and loved by thousands of children to whom she devoted much time and love through the Near Northwest Civic Committee. She was the ultimate mother who loved her family and raised three sons, and still found time to volunteer her special talents in arts and crafts, theater, sewing, and her most famous Italian cooking. Her delicious Italian meals were enjoyed not only by her family but also by the campers at Camp Pompeii for many years. Just three years ago, Mary Brindisi served over 100 Illinois Legislators in Springfield at a first-time Italian Feast; and

WHEREAS, Mary Synowiec Brindisi was born on the near northwest side July 16, 1919, of parents who emigrated here from Poland. She met Daniel "Moose" Brindisi at a Near Northwest Civic Committee meeting in 1943. The couple were wed in 1945 and eventually had three sons, Henry, Thomas and Tim. There are now eleven grandchildren, and an extended family of thousands of children who will always remember this great lady as "Miss Mary"; 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 June, 1991, A.D., do hereby express our sorrow on the passing of Mary Synowiec Brindisi, and extend to her family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Daniel "Moose" Brindisi and family.

TRIBUTE TO LATE MRS. ROSE ZACH.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mrs. Rose Zach, a lifelong resident of South Laflin Avenue in our great City; and

WHEREAS, Mrs. Rose Zach was active and highly visible in her community, in the McCleron School Mothers Club, the Near West Side Community Council and other neighborhood organizations; and

WHEREAS, An outstanding example of the strength and solidity of family life, Mrs. Rose Zach and her husband, Joseph, raised two fine children in their near west side neighborhood, and both have become graduates of the University of Illinois; 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 June, 1991, A.D., do hereby express our sorrow on the death of Mrs. Rose Zach, and extend to her family and her many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Rose Zach.

Presented By

ALDERMAN STEELE (6th Ward):

**CONGRATULATIONS EXTENDED TO MR. ADRIAN D. BEVERLY
ON HIS RETIREMENT AS PRINCIPAL OF EMIL G. HIRSCH
METROPOLITAN HIGH SCHOOL.**

WHEREAS, After almost three decades as an educator and an educational administrator, Adrian D. Beverly is stepping down as Principal of Emil G. Hirsch Metropolitan High School, June 30, 1991; and

WHEREAS, Under Adrian D. Beverly's administration and guidance, many Hirsch students have been inspired and have learned to grow into productive maturity and citizenship. Most of Mr. Beverly's distinguished career has been at Hirsch, first as history teacher, then as Neighborhood Youth Coordinator. From 1970 to 1979 he provided counselling services to more than three hundred students annually, and during the same period he served as assistant director and director of evening adult education at Olive-Harvey College and at Chicago Vocational High School. He was also assistant principal of evening adult education at Bowen High School; and

WHEREAS, Concurrent with his duties as School Programmer, Adrian D. Beverly also served as Assistant Principal at Hirsch from 1982 -- 1988. He became Principal in November, 1988; and

WHEREAS, The leaders of this great city are cognizant of the debt owed our outstanding educators; 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 June, 1991, A.D., do hereby congratulate Adrian D. Beverly as he retires as Principal of Emil G. Hirsch Metropolitan High School, and extend to this fine citizen our gratitude and our best wishes for all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Adrian D. Beverly.

*CONGRATULATIONS EXTENDED TO SUPERINTENDENT
ARDIS "DEKE" MORRIS ON HIS RETIREMENT
AFTER FORTY YEARS OF DEDICATED
SERVICE WITH CHICAGO
TRANSIT AUTHORITY.*

WHEREAS, C.T.A. Superintendent Ardis "Deke" Morris, Badge 16627, is retiring after nearly forty years of dedicated service to the people of this great city; and

WHEREAS, C.T.A. Superintendent Ardis "Deke" Morris, joined the Authority in 1951 as a conductor and was continuously promoted over the years to the positions of Motorman, Switchman, Towerman, Yard Foreman, Supervisor, Instructor, Assistant Superintendent, Acting Area Superintendent and in 1971 as Superintendent III; and

WHEREAS, During his excellent career, Superintendent Ardis "Deke" Morris represented the highest standard of public service; 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 June, 1991, A.D., do hereby congratulate and honor Superintendent Ardis "Deke" Morris, Badge 16627, on the occasion of his retirement from outstanding public service, and extend to this fine citizen our very best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Superintendent Ardis "Deke" Morris.

Presented By

ALDERMAN BEAVERS (7th Ward):

TRIBUTE TO LATE MRS. GERTRUDE SHAW HENDERSON.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mrs. Gertrude Shaw Henderson, beloved matriarch and influential guide of a distinguished Chicago family, June 9, 1991; and

WHEREAS, A native of Arkansas, this great lady was united in holy matrimony to William McKinley Shaw, and to that union six children were born. Both husband, William, and son, Eugene, preceded her in death. She later married Ambus Henderson, who also predeceased her; and

WHEREAS, Gertrude Shaw Henderson and her family moved to Chicago, in 1952, where this deeply religious citizen spent her life as a dedicated, caring mother and homemaker. As a community organizer, a member of Eastern Star and a member of both the N.A.A.C.P. and P.U.S.H., Mrs. Gertrude Shaw Henderson passed on her community commitment and concern to her family; and

WHEREAS, Gertrude Shaw Henderson leaves to mourn her passing: four sons, Paul, Charles (9th Ward Superintendent), Robert (9th Ward Alderman) and William (State Representative and 9th Ward Committeeman); one daughter, Bobbie Brown; one brother, Robert Reed of St. Louis, Missouri; twenty-four grandchildren; twenty-nine great-grandchildren, and a host of relatives and 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 June, 1991, A.D., do hereby join in mourning the passing of Mrs. Gertrude Shaw Henderson, and express to our colleague, Alderman Robert Shaw of the 9th Ward, and to the entire wonderful and accomplished family of Gertrude Shaw Henderson our deepest sympathy in their time of bereavement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Gertrude Shaw Henderson.

Presented By

ALDERMAN DIXON (8th Ward):

**CONGRATULATIONS EXTENDED TO MR. PATRICK J. HARRIGAN
ON HIS RETIREMENT AS PRINCIPAL OF
HOYNE ELEMENTARY SCHOOL.**

WHEREAS, Patrick J. Harrigan is retiring as Principal of Hoyne Elementary School, 8905 South Crandon Avenue, on Chicago's great south side; and

WHEREAS, Knowledge and expertise have been obvious companions to Patrick J. Harrigan's illustrious career, which has been spent entirely with Chicago Public Schools. He taught at Parkman Elementary School from 1953 to 1963; he was Principal of Lewis Elementary School from 1963 to 1977, and became Principal at Hoyne in 1977; and

WHEREAS, A graduate of Chicago Teachers College (B. Ed. 1953) and Loyola University of Chicago (M. Ed. 1957), Patrick J. Harrigan has also administered and supervised remedial reading and mathematics summer programs for Chicago Public Schools. He has implemented programs for student teachers at Lewis and Hoyne Schools in cooperation with local colleges and universities, and he has chaired Teacher Oral Certification committees for the Chicago Board of Education; and

WHEREAS, Patrick J. Harrigan represents the highest standard of excellence in education; 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 June, 1991, A.D., do hereby express our gratitude to Patrick J. Harrigan on the occasion of his retirement as Principal of Hoyne Elementary School, and extend to this outstanding educator our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Patrick J. Harrigan.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. MARY S. MANDICH.

WHEREAS, Mary S. Mandich (nee Sorich) had passed away on Monday, May 27, 1991 at the age of seventy-nine; and

WHEREAS, Mary S. Mandich was a lifelong resident of the 11th Ward Bridgeport community; and

WHEREAS, Mary S. Mandich was a member of the Club Poljica, President of Saint Theresa Altar and Rosary Society, a member of Jolly Mothers Club, and a member of the Croatian Union Lodge 15; and

WHEREAS, Mary S. Mandich was the beloved wife of the late Peter Mandich; and

WHEREAS, Mary S. Mandich was the beloved mother of Eleanore (late Frank) Kubicki, Catherine (Jack) Catanzara, Anthony "Sonny" Mandich and Joseph Mandich; and

WHEREAS, Mary S. Mandich was the dearest grandmother of ten and great-grandmother of three; and

WHEREAS, Mary S. Mandich was the dear sister of the late Joseph (late LaVerne) Sorich, John (Lorraine) Sorich, Ann (late James) Kennedy, late Frank (Virginia) Sorich, Robert (Sue) Sorich and the fond aunt of numerous nieces and nephews; and

WHEREAS, Mary S. Mandich will be greatly missed by the many family members and friends whose lives she had touched; 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 June in 1991, do hereby mourn the death of Mary S. Mandich, and may we also extend our deepest sympathy to her many family members and friends who will miss her very much; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Mary S. Mandich.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
RAILS BALESTRI ON THEIR FORTY-FIFTH
WEDDING ANNIVERSARY.*

WHEREAS, Marie and Rails Balestri will celebrate their forty-fifth wedding anniversary on June 30, 1991; and

WHEREAS, Marie and Rails Balestri exchanged their marriage vows on June 30, 1946; and

WHEREAS, Marie and Rails Balestri have been lifelong residents of the 11th Ward and the Bridgeport community; and

WHEREAS, Marie and Rails Balestri will be surrounded during this celebration by their loving children: Rosemary (Tommy) Liberti, Loretta (Tony) DeGrazia, Mickey (Bobby) Balestri, Michele (Donald) Gruglewski and their dearest grandchildren: Regina, Joey, Anthony, Laura, Cheryl, Mickey, Jamie and Jill; and

WHEREAS, Marie and Rails Balestri share their love by nurturing each other's talent, Marie a gifted and harmonious singer and Rails her accompanist on the piano; and

WHEREAS, Marie and Rails Balestri have spent the past forty-five years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; 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 June in 1991, do hereby extend our heartiest congratulations to Marie and Rails Balestri on the very happy occasion of their forty-fifth wedding anniversary and join with their many family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Marie and Rails Balestri.

*CONGRATULATIONS EXTENDED TO MR. BENITO CASTRO
FOR TWENTY YEARS OF DEDICATED SERVICE
WITH UNITED PARCEL SERVICE.*

WHEREAS, Benito Castro was recently honored by United Parcel Service for completing twenty years of service with the company; and

WHEREAS, Benito Castro is a package handler with United Parcel Service; and

WHEREAS, Benito Castro was recently cited for his loyal contributions to United Parcel Service; and

WHEREAS, Benito Castro began his United Parcel Service career as a package loader in 1971; and

WHEREAS, Benito Castro is married with four children, all of whom are proud of his hard work and the dedication he has to both his family and his career; and

WHEREAS, Benito Castro, his wife Maria, and their four children: Benito, Adan, Able and Eva, are longtime residents of the Bridgeport community; 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 June in 1991, do hereby extend our sincerest congratulations to Benito Castro for his twenty years of service and dedication to United Parcel Service, 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 Benito Castro.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
LARRY FITZMAURICE ON THEIR GOLDEN
WEDDING ANNIVERSARY.*

WHEREAS, Martha and Larry Fitzmaurice will celebrate their golden wedding anniversary on June 21, 1991; and

WHEREAS, Martha and Larry Fitzmaurice have planned a renewal of those sacred marriage vows which they espoused together fifty years ago to

take place on Sunday, June 23, 1991 at Saint Gabriel Church, at 12:00 P.M. mass; and

WHEREAS, Martha and Larry Fitzmaurice have been parishioners at Saint Gabriel Church for over forty years; and

WHEREAS, Martha and Larry Fitzmaurice are lifelong residents of the 11th Ward; and

WHEREAS, Martha and Larry Fitzmaurice will be surrounded during this celebration by their loving children and family members; and

WHEREAS, Martha and Larry Fitzmaurice have spent the past fifty years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; 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 June in 1991, do hereby extend our heartiest congratulations to Martha and Larry Fitzmaurice on the very happy occasion of their fiftieth wedding anniversary and join with their many family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Martha and Larry Fitzmaurice.

**CONGRATULATIONS EXTENDED TO MR. RICHARD G. KRAUSE
ON HIS SEVENTY-FIFTH BIRTHDAY.**

WHEREAS, Richard G. Krause will celebrate his seventy-fifth birthday on June 7, 1991; and

WHEREAS, Richard G. Krause has resided in the Portage Park neighborhood, where he and his loving wife raised their daughter Eileen; and

WHEREAS, It shall be noted that Richard G. Krause was a Chicago fireman for thirty-four years, retiring in 1976, and

WHEREAS, Richard G. Krause is a member in good standing of the Chicago Firefighters Union Local 2; and

WHEREAS, Richard G. Krause has since retired to Phoenix, Arizona; and

WHEREAS, On Friday, June 7, a surprise seventy-fifth birthday celebration will be given by his family and friends in his honor; 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 June in 1991, do hereby extend our heartiest congratulations to Richard G. Krause on the celebration of his seventy-fifth birthday, and may we also extend our sincerest best wishes to him in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Richard G. Krause.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
RICK MADERA ON THEIR FORTIETH
WEDDING ANNIVERSARY.*

WHEREAS, Dorothy and Rick Madera will celebrate their fortieth wedding anniversary on April 14, 1991; and

WHEREAS, Dorothy and Rick Madera will be surrounded during this celebration by their loving family: Lynn, Shelly, David, Joey, Rick and Donna; and

WHEREAS, Dorothy and Rick Madera have spent the past forty years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; 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 June, 1991 do hereby extend our heartiest congratulations to Dorothy and Rick Madera on the very happy occasion of their fortieth wedding anniversary and join with their many family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Dorothy and Rick Madera.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
JOHN NEIL ON THEIR GOLDEN
WEDDING ANNIVERSARY.*

WHEREAS, Mr. and Mrs. John Neil will celebrate their golden wedding anniversary on May 4, 1991; and

WHEREAS, Mr. and Mrs. John Neil have planned a renewal of those sacred marriage vows which they espoused together fifty years ago at First Trinity Lutheran Church, followed by a reception; and

WHEREAS, Mr. and Mrs. John Neil are lifelong residents of the 11th Ward; and

WHEREAS, Mr. and Mrs. John Neil will be surrounded during this celebration by their loving children and family members; and

WHEREAS, Mr. and Mrs. John Neil have spent the past fifty years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-eighth day of June in 1991, do hereby extend our heartiest congratulations to Mr. and Mrs. John Neil on the very happy occasion of their fiftieth wedding anniversary and join with their many family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. John Neil.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
DAN SABBIA ON THEIR FIFTY-FIFTH
WEDDING ANNIVERSARY.*

WHEREAS, Fran and Dan Sabbia will celebrate their fifty-fifth wedding anniversary on June 20, 1991; and

WHEREAS, Fran and Dan Sabbia exchanged their marriage vows on June 20, 1936 at Santa Maria Incoronata Church in the Bridgeport community; and

WHEREAS, Fran and Dan Sabbia will be surrounded during this celebration by their loving children: Anthony, Daniel, Peter, Jimmy and all their family members; and

WHEREAS, Fran and Dan Sabbia have spent the past fifty-five years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-eighth day of June, 1991, do hereby extend our heartiest congratulations to Fran and Dan Sabbia on the very happy occasion of their fifty-fifth wedding anniversary and join with their many family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Fran and Dan Sabbia.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
SAM URSETTA ON THEIR FIFTIETH
WEDDING ANNIVERSARY.*

WHEREAS, Helen and Sam Ursetta will celebrate their fiftieth wedding anniversary on June 28, 1991; and

WHEREAS, Helen and Sam Ursetta exchanged their marriage vows on June 28, 1941; and

WHEREAS, Helen and Sam Ursetta will be surrounded during this celebration by their loving family members; and

WHEREAS, Helen and Sam Ursetta have spent the past fifty years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such are richly deserving of this celebration marking this milestone in their lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-eighth day of June, 1991, do hereby extend our heartiest congratulations to Helen and Sam Ursetta on the very happy occasion of their fiftieth wedding anniversary and join with their many family members and friends in wishing them many more years of conjugal bliss; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Helen and Sam Ursetta.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MS. DENISE ANN BARNES.

WHEREAS, Denise Ann Barnes passed away Tuesday, June 18, 1991 at the age of forty-four; and

WHEREAS, Ms. Barnes was a woman of intelligence and character who lived life to the fullest; and

WHEREAS, Ms. Barnes faithfully and efficiently served the people of Cook County as an Administrative Aide to Cook County Board Commissioners Allan C. Carr and Joseph I. Woods; and

WHEREAS, Ms. Barnes contributed greatly to her community as the Republican Committeeman of the 42nd Ward; and

WHEREAS, Ms. Barnes used her talents as a member of numerous business and professional groups; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of June, 1991, do hereby commemorate Denise Ann Barnes for her many years of dedicated service to the people of Cook County, and do hereby extend our sincerest condolences to her daughter, Katharine; father, Warren; and mother, State Representative Jane M. Barnes; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Denise Ann Barnes.

TRIBUTE TO LATE MRS. RUTH BIEDERMANN.

WHEREAS, Ruth Biedermann passed away Saturday, June 8, 1991 at the age of eighty-one; and

WHEREAS, Mrs. Biedermann, a graduate of Northwestern University, had a long and distinguished career in law enforcement; and

WHEREAS, Mrs. Biedermann joined the Chicago Police Department in 1937 and helped establish the first in-training program for women Chicago police officers; and

WHEREAS, Mrs. Biedermann, in recognition of her skill and hard work, was appointed to head the Department's Women's Division in 1947; and

WHEREAS, Mrs. Biedermann was selected to be the Superintendent of the State of Illinois' Dwight Correctional Center in 1954, a post she held until 1962; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of June, 1991, do hereby commemorate Ruth Biedermann for her invaluable contributions to law enforcement in Illinois, and do hereby extend our sincerest condolences to her daughter, Mary Mitchell; and stepson, Donald; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ruth Biedermann.

TRIBUTE TO LATE JUDGE THOMAS R. CASEY.

WHEREAS, Judge Thomas R. Casey passed away Friday, June 21, 1991 at the age of sixty-six; and

WHEREAS, Judge Casey was a man of intelligence and character who had a long and distinguished judicial career; and

WHEREAS, Judge Casey was appointed Magistrate and Associate Judge before being elected a full Judge of the Cook County Circuit Court in 1982; and

WHEREAS, Judge Casey retired in 1986 as Supervising Judge of the 1st Municipal District; and

WHEREAS, Judge Casey was also a war hero who received numerous medals, including the Distinguished Flying Cross, for his service as a tailgunner in World War II; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of June, 1991, do hereby commemorate Judge Thomas R. Casey for his invaluable contributions to his country and the judicial system in Cook County, and do hereby extend our sincerest condolences to his wife, Virginia; daughter, Virginia C. Siegel; and sons, Thomas R. III, Timothy A. and Britt F.; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge Thomas R. Casey.

*TRIBUTE TO LATE UNITED STATES SENATOR ALBERT
BENJAMIN "HAPPY" CHANDLER.*

WHEREAS, Former United States Senator Albert Benjamin "Happy" Chandler passed away Saturday, June 15, 1991 at the age of ninety-two; and

WHEREAS, Senator Chandler was a man of intelligence, character and energy who had a long and distinguished career in local and national politics; and

WHEREAS, Senator Chandler was first elected to the Kentucky State Senate in 1929 and went on to serve two terms as Governor of the State, where he was known as a champion of impoverished rural residents; and

WHEREAS, Senator Chandler also served in the United States Senate; and

WHEREAS, Senator Chandler left the Senate to become Commissioner of Major League Baseball from 1945 to 1951, where he cleared the way for the first African-American, Jackie Robinson, to play baseball; and

WHEREAS, Because of his immeasurable contributions to the game, Senator Chandler was named to the Baseball Hall of Fame in 1982; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of June, 1991, do hereby commemorate Senator Albert Benjamin Chandler for his invaluable contributions to a wide variety of people during his long and colorful life, and

do hereby extend our sincerest condolences to his wife, Mildred; sons, Ben Jr. and Dan; and daughters, Marcella Miller and Mildred Lewis; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Senator Albert Benjamin Chandler.

TRIBUTE TO LATE MS. YVONNE DANIELS.

WHEREAS, Yvonne Daniels passed away Friday, June 21, 1991 at the age of fifty-three; and

WHEREAS, Ms. Daniels, a woman of intelligence, dedication and talent, was a popular radio disk jockey in Chicago for more than thirty years; and

WHEREAS, Ms. Daniels was a woman of courage who broke into the radio industry at a time when it included few women disk jockeys; and

WHEREAS, Ms. Daniels, who came from a musical family, was known for her entertaining personality and knowledge of music; and

WHEREAS, Through her love and knowledge of music, Ms. Daniels brought joy to millions of Chicago radio listeners over the years; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of June, 1991, do hereby commemorate Yvonne Daniels for her contributions to Chicago radio, and do hereby extend our sincerest condolences to her husband, Ben Williams; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Yvonne Daniels.

TRIBUTE TO LATE POLICE CAPTAIN WILLIAM J. EGAN.

WHEREAS, Retired Chicago Police Captain William J. Egan passed away Tuesday, June 11, 1991 at the age of sixty-four; and

WHEREAS, Captain Egan was a man of intelligence and character who faithfully served the Chicago Police Department for thirty-seven years; and

WHEREAS, Captain Egan began his career in 1952 as a Patrolman and through skill and hard work rose through the ranks to retire in 1989 as Captain of the Grand Central Station; and

WHEREAS, In recognition of his exemplary service, Captain Egan received a number of Department Commendations during his career; and

WHEREAS, Throughout his long and distinguished career, Captain Egan upheld the finest traditions of the Chicago Police Department; 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 June in 1991, do hereby commemorate Captain William J. Egan for his many years of dedicated service to the people of Chicago, and do hereby extend our sincerest condolences to his daughters, Noreen Olker and Mary Kate Nanninga, and son, John; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Captain William J. Egan.

TRIBUTE TO LATE MRS. MILDRED G. FAWELL.

WHEREAS, Mildred G. Fawell passed away Tuesday, June 18, 1991 at the age of eighty-eight; and

WHEREAS, Mrs. Fawell was a woman of intelligence and character who lived life to the fullest; and

WHEREAS, Mrs. Fawell was also a woman of quiet strength who devoted herself to her husband and her children; and

WHEREAS, Mrs. Fawell passed on to her children many of the fine qualities she herself possessed in abundance; and

WHEREAS, Because of her strong yet gentle guidance, her children all went on to lead successful lives; 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 June in 1991, do hereby commemorate Mildred G. Fawell as a loving wife and devoted

mother, and do hereby extend our sincerest condolences to her sons, Bruce, Thomas, Michael and United States Representative Harris Fawell; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mildred G. Fawell.

*TRIBUTE TO LATE POLICE OFFICER
DANIEL F. HEALY III.*

WHEREAS, Cook County Sheriff's Police Officer Daniel F. Healy III passed away Sunday, June 9, 1991 at the age of twenty-seven; and

WHEREAS, Officer Healy was a man of intelligence, courage and character; and

WHEREAS, Officer Healy was a loyal and dedicated officer of the Cook County Sheriff's Department who carried out all of his duties in an exemplary manner; and

WHEREAS, Throughout his career, Officer Healy courageously upheld the finest traditions of the Cook County Sheriff's Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered in meeting assembled this twenty-eighth day of June, 1991, do hereby commemorate Officer Daniel F. Healy for his dedicated service to the people of Cook County, and do hereby extend our sincerest condolences to his father, retired Chicago Police Officer Daniel F. Healy, Jr.; mother, Dr. Eloise M. Healy; and brother, Steven; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Officer Daniel F. Healy III.

TRIBUTE TO LATE MR. JOHN J. JORDAN.

WHEREAS, John J. Jordan passed away Thursday, June 13, 1991 at the age of eighty; and

WHEREAS, Mr. Jordan, who served as Athletic Director of the Chicago Park District, is best known for his basketball career at the University of Notre Dame; and

WHEREAS, Mr. Jordan played basketball at Notre Dame in the 1930s and was Head Coach of the team from 1951 to 1964; and

WHEREAS, Under Mr. Jordan's dedicated leadership as Coach, Notre Dame compiled a 199 -- 103 record and made six trips to the N.C.A.A. Tournament; and

WHEREAS, Because of Mr. Jordan's talent and intelligence as both a player and a coach, Notre Dame basketball grew to the national prominence it enjoys today; and

WHEREAS, For his success at Notre Dame and for his contributions to the sport of college basketball, Mr. Jordan was inducted into the Notre Dame Basketball Hall of Fame; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of June, 1991, do hereby commemorate John J. Jordan for his immeasurable contributions to Notre Dame and college basketball, and do hereby extend our sincerest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John J. Jordan.

TRIBUTE TO LATE MR. LOUIS SEAVERNS.

WHEREAS, Louis Seaverns passed away Sunday, June 23, 1991 at the age of one hundred three; and

WHEREAS, Mr. Seaverns, a man of intelligence, energy and character, had a remarkably long and successful business career; and

WHEREAS, Mr. Seaverns became a broker in Chicago in 1913, and with his father, George, started the firm of Seaverns & Co. in 1921; and

WHEREAS, Mr. Seaverns left the brokerage business in the 1930's and became Treasurer of the Illinois Republican State Central Committee; and

WHEREAS, Mr. Seaverns returned to the brokerage business with Dean Witter Reynolds, Inc. in 1960 at the age of seventy-two and remained with the firm for twenty-two years; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of June, 1991, do hereby commemorate Louis Seaverns for his immeasurable contributions to Chicago's business community, and do hereby extend our sincerest condolences to his stepdaughter, Winston Dwyer; stepson, James Holliday; and brother George A. III; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Louis Seaverns.

TRIBUTE TO LATE MRS. W. BEATRICE STEELE.

WHEREAS, W. Beatrice Steele, a tireless crusader on behalf of civil rights in Chicago, passed away Wednesday, June 12, 1991 at the age of ninety-four; and

WHEREAS, Mrs. Steele was a woman of intelligence, courage and character who devoted her life to protecting civil and human rights; and

WHEREAS, Mrs. Steele graduated from Wilberforce College and went on to pursue a long and distinguished career in the insurance industry; and

WHEREAS, It is for her fifty-one years of dedicated work with the Chicago National Association for the Advancement of Colored People that Mrs. Steele is best remembered; and

WHEREAS, Mrs. Steele faithfully served the organization in every capacity except President and is credited with enlisting countless lifetime members as Chairman of the Life Membership Committee; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of June, 1991, do hereby commemorate W. Beatrice Steele for her invaluable contributions to civil rights in Chicago, and do hereby extend our sincerest condolences to her sister, Bessie Cook; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of W. Beatrice Steele.

TRIBUTE TO LATE MRS. AVIS SWICK.

WHEREAS, Avis Swick passed away Tuesday, June 18, 1991 at the age of eighty-six; and

WHEREAS, Mrs. Swick, a graduate of Northwestern University, was a woman of intelligence and character who worked tirelessly on behalf of better government in Illinois; and

WHEREAS, Mrs. Swick was Vice President of the Illinois League of Women Voters from 1959 to 1963, Vice President of the Citizens' Information Service of Chicago from 1971 to 1974, and a member of the Board from 1971 to 1983; and

WHEREAS, Mrs. Swick was also a highly respected member of numerous other civic organizations; and

WHEREAS, Through her dedicated involvement in these groups, Mrs. Swick helped ensure that government in Illinois was conducted in an open and fair manner; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of June, 1991, do hereby commemorate Avis Swick for her invaluable contributions to government in Illinois, and do hereby extend our sincerest condolences to her son, Edwin; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Avis Swick.

*CONGRATULATIONS EXTENDED TO FATHER GEORGE
CLEMENTS ON HIS RETIREMENT AS PASTOR
OF HOLY ANGELS CHURCH.*

WHEREAS, Father George Clements recently announced he will retire as Pastor of Holy Angels Church to pursue other ministries; and

WHEREAS, Father Clements has served as Pastor of the church on the south side of Chicago for twenty-two years, during which time he has proved himself to be a strong and dedicated leader; and

WHEREAS, As Pastor, Father Clements has worked tirelessly to ensure Holy Angels survived and prospered despite several setbacks, including the razing of the church; and

WHEREAS, Father Clements has been a principled and passionate advocate for a wide range of social issues and set a new precedent for the Catholic Church by adopting four children; and

WHEREAS, Father Clements is a man of deep faith and conviction who has, through his courageous leadership, instilled these qualities in others during his twenty-two years as Pastor; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-eighth day of June, 1991, do hereby honor Father George Clements for his faithful and dedicated service during his tenure as Pastor of Holy Angels Church, 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 Father George Clements.

*GRATITUDE EXTENDED TO FATHER JOHN SULLIVAN,
CHAPLAIN OF COOK COUNTY SHERIFF'S
DEPARTMENT, FOR HIS MANY YEARS
OF DEDICATED SERVICE.*

WHEREAS, Father John Sullivan, Chaplain of the Cook County Sheriff's Department since February 14, 1991, will be saluted by his friends on July 13, 1991; and

WHEREAS, Father Sullivan served in the capacity of Chaplain of the Chicago Police Department from his ordination in 1977 until his retirement in 1990; and

WHEREAS, Father Sullivan, a man of character, intelligence and compassion, was a valuable asset to the Police Department; and

WHEREAS, Father Sullivan was a comfort and an inspiration to all the officers in the department during his long and distinguished career; and

WHEREAS, Father Sullivan continues his valuable work with the Cook County Sheriff's 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 June, 1991, do hereby honor Father John Sullivan for his many years of dedicated service to the Chicago Police Department and his continued service to the Cook County Sheriff's Department; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Father John Sullivan.

Presented By

ALDERMAN MURPHY (18th Ward):

**CONGRATULATIONS EXTENDED TO MRS. FLORENCE GOBELI
HALPER ON HER SIXTY-FIFTH BIRTHDAY.**

WHEREAS, Mrs. Florence Gobeli Halper, outstanding citizen of Chicago's great southwest side, will be sixty-five years young July 18, 1991; and

WHEREAS, Born and raised in Chicago, Florence Halper has been a resident of the 18th Ward for the past forty-five years, and is an active and highly devoted member of Saint Thomas More Parish. She has two children, Gerry and Sandra; 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 June, 1991, A.D., do hereby congratulate Mrs. Florence Halper on the occasion of her sixty-fifth birthday, and extend to this fine citizen our very best wishes for continuing success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Florence Halper.

Presented By

ALDERMAN TROUTMAN (20th Ward):

**CONGRATULATIONS EXTENDED TO MRS. VERA A. MORRIS
ON HER RETIREMENT AFTER THIRTY-NINE YEARS
OF DEDICATED SERVICE WITH BOARD
OF EDUCATION.**

WHEREAS, Mrs. Vera A. Morris is retiring from the Chicago Public School System after almost four decades of dedicated public service; and

WHEREAS, A native of Chicago and a graduate of the very system she has served so dutifully and so well, Vera A. Morris holds a B.S. and an M.A. in Education from Northwestern University; and

WHEREAS, Having graduated from McCosh Elementary and Englewood High Schools, Vera A. Morris has been associated with Chicago Public Schools for over a half century. Her teaching career began in 1950, and she has been associated with Wendell Phillips and Carver High School, Lewis-Champlin, Walter Reed, Bryant, Gregory and Sherman Elementary Schools, and most recently has been Acting Principal at Sherman; and

WHEREAS, A deeply religious citizen, Mrs. Vera A. Morris was married for twenty years to the late Reverend Dr. E. J. Morris, Jr., Pastor of Langley Avenue Church of God. In addition to her immense contribution to Chicago school children, Mrs. Morris has served this great institution for many years. Her administrative and guidance skills have been of great benefit there for over a quarter century; and

WHEREAS, Mrs. Vera A. Morris represents the strength and solidity of family life. Her union with the late Dr. Morris yielded four daughters who also celebrate her retirement: Ms. Lucille Morris, Mrs. Audrey Willis, Dr. Patricia Carey and Ms. Josephine Morris; 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 June, 1991, A.D., do hereby congratulate Mrs. Vera A. Morris, who is retiring after thirty-nine years of devoted public service, and in recognition of her outstanding contributions to school and church we declare that June 30, 1991, be known as "Vera A. Morris Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Vera A. Morris.

Presented By

ALDERMAN LASKI (23rd Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
MATHEW J. BUKOWSKI ON THEIR GOLDEN
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Mathew Bukowski, outstanding residents of Chicago's great 23rd Ward, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Henrietta and Mathew Bukowski were married August 9, 1941. They have lived in the Archer Heights neighborhood some forty-nine years. Mathew is a retired commercial photographer, and Henrietta, a retired office manager. They are highly visible and active in their community; and

WHEREAS, Henrietta and Mathew Bukowski represent the solidity and strength of family life. Their son, Dr. Ronald M. Bukowski, who is Director of Cancer Research at the Cleveland Clinic Foundation, and daughter-in-law, the former Christine Abraham, were married in 1967. To that union two daughters were born: Bridgette, now deceased, and Colette; 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 June, 1991, A.D., do hereby congratulate Mr. and Mrs. Mathew J. Bukowski as they celebrate their golden wedding anniversary, and extend to this fine couple our very best wishes for continued happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Mathew J. Bukowski.

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
EDWARD ROWINSKI ON THEIR GOLDEN
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Edward Rowinski, outstanding citizens of Chicago's great 23rd Ward, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Helen and Edward Rowinski were joined in Holy Matrimony on June 24, 1941, at Saint Casimir's Church in Chicago, and their union has become a strong and joyous symbol of married life. They have three children -- Theresa, Bonnie and Michael -- and six grandchildren -- Tom, Valerie, Pamela, Sherry, Carly and Dana; and

WHEREAS, Helen and Edward Rowinski are highly visible and active in their community and celebrate this great occasion with their family and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby congratulate Mr. and Mrs. Edward Rowinski as they celebrate their golden wedding anniversary, and extend to this fine couple our best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Edward Rowinski.

Presented By

ALDERMAN DOHERTY (41st Ward):

TRIBUTE TO LATE POLICE CAPTAIN WILLIAM J. EGAN.

WHEREAS, God in his infinite wisdom has called to his eternal reward William J. Egan, a retired and widely respected police captain from Chicago's 25th District; and

WHEREAS, William J. Egan retired in 1989 as Captain of the Grand Central Station, 555 West Grand Avenue, after almost four decades with the Chicago Police Department. Prior to his promotion two years before, he was a Lieutenant at the 16th District in Jefferson Park for eleven years. He had begun as a Patrolman in 1952, and four years later became a Detective. He was promoted to Sergeant in 1962 and to Lieutenant in 1976; and

WHEREAS, A resident of the Norwood Park neighborhood for many years, he belonged to the Saint Jude's League, Fraternal Order of Police and both Captains and Lieutenants Associations. He had served his country honorably during World War II in the United States Navy; and

WHEREAS, William J. Egan, a widower, leaves two daughters, a son and six grandchildren; 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 June, 1991, A.D., do hereby express our sorrow on the passing of William J. Egan, outstanding public servant and citizen, and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of William J. Egan.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MS. DENISE ANN BARNES.

WHEREAS, Almighty God in his infinite mercy and wisdom called Ms. Denise Ann Barnes to her eternal reward on Tuesday, the eighteenth day of June, nineteen hundred and ninety-one; and

WHEREAS, Ms. Barnes received a business degree from Governors State University; and

WHEREAS, Ms. Barnes was a person full of life and devoted to public service; and

WHEREAS, Ms. Barnes was also active in many professional groups including the Women's Executive Network, Business Partners and Illinois Women in Government; and

WHEREAS, Ms. Barnes was also elected Committeeman of the 42nd Ward Regular Republican Organization; and

WHEREAS, Ms. Barnes also devoted many hours of her life to public service while working for Commissioner Allan Carr and Commissioner Joseph I. Woods; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of June, nineteen hundred and ninety-one, do hereby express our deepest sympathy at the passing of Ms. Denise Ann Barnes, and do also extend to her beloved daughter, Katharine; her brothers, Bruce, Samuel, Scott and Jeffery; and her father, Warren, our deepest and most heartfelt condolences on the

occasion of their profound loss. Ms. Denise Ann Barnes 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 Ms. Denise Ann Barnes.

**CONGRATULATIONS EXTENDED TO MR. DULO SEFOVIC,
MR. JAMES DEAN AND MR. JACOB WILLIAMS FOR
APPREHENSION OF RAPE SUSPECT.**

WHEREAS, Mr. Dulo Sefovic began working at Marina Towers as a mail clerk three and one half months ago; and

WHEREAS, On May 8, 1991, Mr. Sefovic was attending to his duties when he heard a disturbance and began to investigate; and

WHEREAS, In a nearby hallway, Mr. Sefovic encountered a man arguing with a woman; and

WHEREAS, Unknown to Mr. Sefovic, the man was a rape suspect who had escaped from Cook County jail; and

WHEREAS, Mr. Sefovic confronted the man who was holding the woman's handbag; and

WHEREAS, Mr. Sefovic, Mr. James Dean and Mr. Jacob Williams chased the man, tackled him and held him until police arrived; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-eighth day of June, nineteen hundred and ninety-one, do hereby honor and congratulate Mr. Dulo Sefovic, Mr. James Dean and Mr. Jacob Williams for apprehending a dangerous rape suspect, and do also express our deepest gratitude for all that they have done to make our citizens safer. Their actions were truly heroic; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Mr. Dulo Sefovic, Mr. James Dean and Mr. Jacob Williams.

*CONGRATULATIONS EXTENDED TO 933RD MILITARY POLICE
COMPANY OF 33RD MILITARY POLICE BATTALION,
ILLINOIS ARMY NATIONAL GUARD, FOR
SUPERB PERFORMANCE IN
SUPPORTING TROOPS
IN PERSIAN GULF
CONFLICT.*

WHEREAS, On January 17, 1991, the 933rd Military Police Company of the 33rd Military Police Battalion, Illinois Army National Guard, was activated in support of the American military intervention in the Persian Gulf; and

WHEREAS, The 933rd was deployed to Nuremberg, Germany and was assigned to the Pittsburgh, Pennsylvania-based 338th Military Police Battalion (Army Reserve); and

WHEREAS, The 933rd served with distinction as interior guard forces, security detail, traffic control, and as general enforcement assets; and

WHEREAS, The 933rd unit medical team provided support to wounded soldiers transported to Germany from Operation Desert Storm, while other elements continued to guard the dependents and military service members posted in Germany; and

WHEREAS, In May of 1991, the unit was reassigned to duty with the regular Army's 386th Military Police Battalion where the unit patrolled eight major cities, maintained law and order, and provided deterrence to possible terrorist activities; and

WHEREAS, The 933rd's superb support of the United States Seventh Corps and the 386th resulted in recognition from the Reserve Officers' Association, the awarding of several Army Achievement Medals, and several letters of appreciation from their chain of command in Germany; 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 June, nineteen hundred and ninety-one, do hereby honor and congratulate the 933rd Military Police Company for their superb performance supporting the troops in the Persian Gulf conflict, and do also express our deepest and most heartfelt gratitude for all that the 933rd has done to serve the citizens of the City of Chicago, and the United States of America. Their efforts will not be forgotten; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the 933rd Military Police Company.

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
MAZOLA (1st Ward)	East Van Buren Street (south side) from a point 75 feet west of South Michigan Avenue to a point 25 feet thereof -- at all times -- no exceptions;

Alderman

Location, Distance And Time

West Washington Boulevard (south side) from a point 60 feet west of North Green Street to a point 25 feet west thereof -- at all times -- no exceptions -- tow zone;

BLOOM (5th Ward)

East 71st Street, at 1840 -- at all times -- except for handicapped;

STEELE (6th Ward)

East 87th Street (south side) between South Champlain Avenue and South St. Lawrence Avenue -- 7:00 A.M. through 9:00 A.M. -- Monday through Friday;

SUAREZ for
GUTIERREZ (26th Ward)

North Milwaukee Avenue, at 1576 (15 feet north and 15 feet south thereof) -- 9:00 A.M. to 11:00 P.M. -- daily;

MELL (33rd Ward)

North Bernard Street, at 3153 -- 3159 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

GILES (37th Ward)

West Division Street, at 4932 -- 7:00 A.M. to 7:00 P.M. -- daily;

LAURINO (39th Ward)

North Kedvale Avenue (west side) from West Peterson Avenue north to the start of the parking lot -- 8:00 A.M. to 6:00 P.M. -- daily;

NATARUS (42nd Ward)

North Sandburg Terrace, at 1563 -- at all times -- tow zone;

Alderman

Location, Distance And Time

North St. Clair Street, on the Erie Street side of the building from North St. Clair Street to a point 228 feet east thereof -- at all times -- daily -- tow zone;

North State Street, from a point 60 feet south of West Ontario Street to a point 63 feet south thereof -- at all times -- daily -- tow zone;

North Wells Street, at 710 -- at all times -- no exceptions -- valet service;

West Ontario Street, from the existing loading zone at 436 to a point 49 feet west thereof -- in lieu of parking meters -- at all times -- no exceptions;

HANSEN (44th Ward)

West Addison Street, at 1547 -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;

North Clark Street, at 3335 -- Wednesday through Friday -- 9:00 A.M. to 12:00 Midnight and Saturday and Sunday -- 4:00 P.M. to 12:00 Midnight;

North Halsted Street, at 3256 -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday;

SCHULTER (47th Ward)

West Leland Avenue (north side) from a point 30 feet east of North Lincoln Avenue to a point 45 feet east thereof -- at all times -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED LOADING ZONE ON PORTION
OF NORTH MAYFIELD AVENUE.

Alderman Burrell (29th Ward) presented a proposed ordinance to amend an ordinance previously passed by the City Council which established loading zones on portions of specified public ways by striking the words: "North Mayfield Avenue (east side) from West Fulton Street to a point 90 feet north thereof", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTIONS ON SPECIFIED
PUBLIC WAYS.

The aldermen named below presented 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 Ways

DIXON (8th Ward)

East 80th Street, between South
Dorchester Avenue and South
Kimbark Avenue -- westerly;

HUELS (11th Ward)

North-south alley between South
Broad Street and South Lock
Street, from West 31st Street to
South Archer Avenue -- northerly;

North-south alley between South
Broad Street and South Pitney
Court, from South Archer Avenue
to West 31st Street -- southerly;

DOHERTY (41st Ward)

North Mobile Avenue, from 6315
to 6365 -- northerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
WEST WAVELAND AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established one-way traffic restrictions on portions of specified public ways by striking the words: "West Waveland Avenue, from North Kedzie Avenue to North California Avenue -- easterly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR REMOVAL OF PARKING
METERS AT 436 WEST ONTARIO STREET.

Alderman Natarus (42nd Ward) presented a proposed order authorizing the Commissioner of Public Works to remove the parking meters in front of the Berghoff Brewery Restaurant, 436 West Ontario Street, for the establishment of a loading zone with valet service, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT
DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
MAZOLA (1st Ward)	North Aberdeen Street, at 458 (except for handicapped);
PRECKWINKLE (4th Ward)	South East End Avenue, at 5050 (except for handicapped);

Alderman	Location And Distance
<i>STEELE</i> (6th Ward)	South Indiana Avenue, at 7237 (except for handicapped); South Michigan Avenue, at 7544 (except for handicapped); East 72nd Street, at 200 (except for handicapped);
<i>DIXON</i> (8th Ward)	South Drexel Avenue, at 8311 (except for handicapped); South Woodlawn Avenue, at 7929 (except for handicapped);
<i>SHAW</i> (9th Ward)	South Ellis Avenue (both sides) from East 111th Street to East 112th Street; South Dr. Martin Luther King, Jr. Drive, at 10813 (except for handicapped); South Union Avenue, at 12439 (except for handicapped);
<i>BUCHANAN</i> (10th Ward)	South Avenue E, at 10522 (except for handicapped); South Avenue L, at 9827 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Komensky Avenue, at 5921 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Albany Avenue, at 6037 (except for handicapped);

Alderman

Location And Distance

South Artesian Avenue, at 5043
(except for handicapped);

South Rockwell Street, at 5925
(except for handicapped);

JONES (15th Ward)

South Marshfield Avenue, at 5005
(except for handicapped);

South Sacramento Avenue, at
7320 (except for handicapped);

COLEMAN (16th Ward)

South Elizabeth Street, at 6011
(except for handicapped);

STREETER (17th Ward)

South Laflin Avenue, at 7635
(except for handicapped);

South Morgan Street, at 8333
(except for handicapped);

South Peoria Street, at 8452
(except for handicapped);

EVANS (21st Ward)

South Aberdeen Street, at 9123
(except for handicapped);

South Eggleston Avenue, at 8918
(except for handicapped);

South Green Street, at 8435
(except for handicapped);

South Green Street, at 9605
(except for handicapped);

South LaSalle Street, at 9644
(except for handicapped);

South Morgan Street, at 8910
(except for handicapped);

Alderman

Location And Distance

South Parnell Avenue, at 9616
(except for handicapped);

West 90th Street, at 1351 (except
for handicapped);

West 95th Street, at 280 (except
for handicapped);

East 100th Place, at 24 (except for
handicapped);

LASKI (23rd Ward)

South Austin Avenue, at 6410
(except for handicapped);

South Meade Avenue, at 5635
(except for handicapped);

MILLER for
MEDRANO (25th Ward)

West 17th Street, at 1912 (except
for handicapped);

West 18th Street, 1125 (except for
handicapped);

West 21st Place, at 2148 (except
for handicapped);

SUAREZ for
GUTIERREZ (26th Ward)

North Artesian Street, at 1722
(except for handicapped);

West McLean Street, at 2825
(except for handicapped);

HENDON (27th Ward)

North Drake Avenue, at 536
(except for handicapped);

North Trumbull Avenue, at 738
(except for handicapped);

Alderman	Location And Distance
<i>BIALCZAK</i> (30th Ward)	North Cicero Avenue (west side) between West Armitage Avenue and the first alley south thereof;
<i>SUAREZ</i> (31st Ward)	West Evergreen Avenue, at 3446 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	West Cortez Street, at 1540 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	West 108th Place, at 246 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Meade Avenue, at 2161 (except for handicapped); North New England Avenue, at 1623 (driveway);
<i>GILES</i> (37th Ward)	West West End Avenue, at 5040 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	North Monitor Avenue, at 4339 (except for handicapped); North Natoma Avenue, at 3444 (except for handicapped);
<i>O'CONNOR</i> (40th Ward)	North Paulina Street, at 5354 (except for handicapped); North Whipple Street, at 5839 (except for handicapped);
<i>NATARUS</i> (42nd Ward)	North State Street, from West Ohio Street to a point 70 feet north thereof;

Alderman

Location And Distance

EISENDRATH (43rd Ward)West Belden Avenue (north side)
from North Clark Street to the
first driveway east thereof;*HANSEN* (44th Ward)West George Street, at 1319
(except for handicapped);North Southport Avenue, at 2855
(except for handicapped);*MOORE* (49th Ward)North Bosworth Avenue, at 7653
(except for handicapped);North Sheridan Road, from a point
154 feet north of the south
property line of 6459 to a point 38
feet north thereof;*STONE* (50th Ward)West Highland Avenue (north
side) from North Clark Street to
the first alley west thereof;North Oakley Avenue, at 6337
(except for handicapped).

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit 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
LASKI (23rd Ward)	South Pulaski Road (east side) from West 47th Street to West 48th Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;
GILES (37th Ward)	West Ferdinand Street (south side) from North Harding Avenue to North Pulaski Road -- at all times -- Monday through Friday;
LEVAR (45th Ward)	North Laramie Avenue (east side) from the first alley north of West Irving Park Road to West Sunnyside Avenue -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday.

Referred -- RELOCATION OF PARKING PROHIBITION TO
PORTION OF WEST HIRSCH STREET.

Alderman Suarez (31st Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 1263 North Marion Court to a new location at 3532 West Hirsch Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION TO
PORTION OF NORTH MAJOR AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 1723 North Ridgeway Avenue to a new location at 1621 North Major Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF
SOUTH ALBANY AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "South Albany Avenue, at 6130 (Permit Number 689)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF
WEST FULTON STREET.

Alderman Burrell (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of designated streets during specified hours by striking the words: "West Fulton Street (north side) between North Pine Avenue and North Central Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF
NORTH MOZART STREET.

Alderman Mell (33rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 21, 1990 (Council Journal of Proceedings pages 13468 -- 13471) which prohibited the parking of vehicles on portions of specified public ways by striking the words: "North Mozart Street, at 3639 (except for handicapped -- Permit Number 4534)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>FARY</i> (12th Ward)	South Wolcott Avenue (both sides) in the 3700 block -- at all times;
<i>STREETER</i> (17th Ward)	South Lafayette Avenue (west side) in the 7900 block -- at all times; South LaSalle Street (both sides) in the 8000 block -- at all times;
<i>MILLER</i> for <i>MEDRANO</i> (25th Ward)	West 22nd Street (both sides) in the 2300 block -- at all times;
<i>BANKS</i> (36th Ward)	North Nottingham Avenue (both sides) between West Belmont Avenue and West School Street -- at all times; North Oconto Avenue (both sides) in the 3200 block -- at all times; North Oconto Avenue (both sides) in the 3300 block -- at all times; North Oconto Avenue (both sides) in the 3500 block -- at all times; North Octavia Avenue (both sides) between West School Street and West Roscoe Street -- at all times;

Alderman

Location, Distance And Time

West School Street (both sides)
between North Odell Avenue and
North Harlem Avenue -- at all
times;

GILES (37th Ward)

North Springfield Avenue (both
sides) in the 900 block -- at all
times;

CULLERTON (38th Ward)

West Grace Street (west side) from
5536 to North Central Avenue and
from 5539 to North Central
Avenue (east side) -- at all times;

DOHERTY (41st Ward)

North Avondale Avenue, between
5752 -- 5772 and North Northcott
Avenue -- at all times -- Monday
through Friday;

West Highland Avenue (north
side) in the 7100 block -- at all
times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF SOUTH BRIGHTON PLACE.

Alderman Fary (12th Ward) presented a proposed ordinance which would amend an ordinance passed by the City Council on October 4, 1989 (Council Journal of Proceedings pages 5531 -- 5533) which established residential permit parking zones on portions of specified public ways by striking the words: "South Brighton Place (both sides) from the first alley south of South Archer Avenue to West 40th Place -- 7:00 A.M. to 9:00 P.M. -- Monday through Friday (Zone 203)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF WEST CHESTNUT STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance which would amend an ordinance passed by the City Council on September 12, 1991 (Council Journal of Proceedings page 21062) which established residential permit parking zones on portions of specified public ways by striking the words: "West Chestnut Street (north side) from the first alley west of North Clark Street to North LaSalle Street -- at all times" and inserting in lieu thereof: "West Chestnut Street (both sides) from the first alley west of North Clark Street to North LaSalle Street -- at all times", 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 OLMSTED AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance which would amend an ordinance passed by the City Council on March 2, 1982 (Council Journal of Proceedings pages 9785 -- 9786) which established residential permit parking zones on portions of specified public ways by striking the words: "North Olmsted Avenue (east side) between North Oshkosh and North Overhill Avenues -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday", relative to the residential permit parking zone on a portion of North Olmsted Avenue and inserting in lieu thereof: "North Olmsted Avenue (east side) between North Oshkosh and North Overhill Avenues -- at all times", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR INSTALLATION OF
AUTOMATIC TRAFFIC CONTROL SIGNALS
AT SPECIFIED INTERSECTIONS.

The aldermen named below presented proposed orders authorizing the installation of automatic traffic control signals at the intersections noted, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Intersection
<i>DIXON</i> (8th Ward)	East 79th Street and South Cregier Avenue;
<i>JONES</i> (15th Ward)	West 71st Street and South Sacramento Avenue.

Referred -- AUTHORIZATION FOR INSTALLATION OF TRAFFIC
SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders authorizing 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>STEELE</i> (6th Ward)	East 76th Street, at South Blackstone Avenue -- "Stop";
	East 76th Street, at South Dante Avenue -- "Stop";
	South Greenwood Avenue, at East 77th Street -- "Stop";
	South Greenwood Avenue, at East 78th Street -- "Stop";
	East 79th Street, at South Calumet Avenue -- "Stop";
	East 79th Street, at South Prairie Avenue -- "Stop";
	East 83rd Street, at South Michigan Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>SHAW</i> (9th Ward)	East 111th Street, from a point just west of the Pullman Bank entrance to South Ellis Avenue -- "No Right Turn";
<i>BUCHANAN</i> (10th Ward)	East 98th Street and South Avenue M -- "Four-Way Stop"; East 110th Street, at South Green Bay Avenue -- "Stop";
<i>HUELS</i> (11th Ward)	West 43rd Place and South Princeton Avenue -- "Four-Way Stop"; West 44th Place and South Princeton Avenue -- "Four-Way Stop";
<i>FARY</i> (12th Ward)	West 33rd Street, at South Hoyne Avenue -- "Stop"; West 33rd Street, at South Leavitt Street -- "Stop"; West 33rd Street, at South Oakley Avenue -- "Stop";
<i>BURKE</i> (14th Ward)	West 65th Street, at South Talman Avenue -- "Stop"; West 65th Street and South Washtenaw Avenue -- "Stop";
<i>JONES</i> (15th Ward)	West 72nd Street and South Sacramento Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
<i>STREETER</i> (17th Ward)	West 76th Street and South Eggleston Avenue -- "Four-Way Stop";
<i>MURPHY</i> (18th Ward)	West 80th Place and South Maplewood Avenue -- "Three-Way Stop"; West 81st Place and South Hamlin Avenue -- "Four-Way Stop"; West 81st Place and South Springfield Avenue -- "Four-Way Stop"; West 81st Street and South Hamlin Avenue -- "Four-Way Stop"; West 82nd Street and South Homan Avenue -- "Four-Way Stop";
<i>RUGAI</i> (19th Ward)	South Albany Avenue, at 11115 -- "Handicapped Parking Only"; South Artesian Avenue (both sides) from West 108th Street to West 110th Street -- "Residential Parking Only"; South Church Street, at 11240 -- "Handicapped Parking Only"; South Church Street, at 11244 -- "Handicapped Parking Only"; West 95th Place (both sides) from South Vanderpoel Avenue to South Wood Street -- "Residential Parking Only";

Alderman

Location And Type Of Sign

West 109th Street, from alley at 2410 west extending west to the corner of West 109th Street and South Campbell Avenue -- "Residential Parking Only";

EVANS (21st Ward)

South Emerald Avenue, at West 97th Street -- "Stop";

South Morgan Street, at West 86th Street -- "Stop";

South Racine Avenue, at West 86th Street -- "Stop";

South Yale Avenue, at West 101st Street -- "Stop";

West 88th Street, at South Laflin Street -- "Stop";

West 95th Street and South Racine Avenue -- "Four-Way Stop";

West 96th Street and South Lowe Avenue -- "Three-Way Stop";

SUAREZ for
GUTIERREZ (26th Ward)

North Humboldt Boulevard, at West Wabansia Avenue -- "Stop";

BURRELL (29th Ward)

West Thomas Street and North Monitor Avenue -- "Four-Way Stop";

BIALCZAK (30th Ward)

North Keating Avenue, at West Barry Avenue -- "Stop";

West St. Paul Avenue, at North Lamont Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>SUAREZ</i> (31st Ward)	West LeMoyne Avenue, at North Ridgeway Avenue -- "Stop";
<i>BURKE</i> for <i>GABINSKI</i> (32nd Ward)	West Wabansia Avenue and North Paulina Street -- "Four-Way Stop";
<i>WOJCIK</i> (35th Ward)	West Altgeld Street and North Avers Avenue -- "Stop"; West Belmont Avenue and North Milwaukee Avenue -- "No Turn On Red"; West Cornelia Avenue, at North Hamlin Avenue -- "Stop"; West Cullom Avenue and North Spaulding Avenue -- "Stop"; West Grace Street and North Monticello Avenue -- "Three-Way Stop"; West Grace Street, at North Spaulding Avenue -- "Stop"; West Schubert Avenue and North Hamlin Avenue -- "Stop"; West Waveland Avenue, at North Central Park Avenue -- "Stop";
<i>CULLERTON</i> (38th Ward)	West Cullom Avenue, at North Major Avenue -- "Stop"; North Narragansett Avenue, at West Lawrence Avenue -- "Stop";
<i>O'CONNOR</i> (40th Ward)	North California Avenue, at West Berteau Avenue -- "Stop";

Alderman	Location And Type Of Sign
	West Catalpa Avenue and North Washtenaw Avenue -- "Four-Way Stop";
<i>DOHERTY</i> (41st Ward)	West Berwyn Avenue and North Pacific Avenue -- "Four-Way Stop";
<i>NATARUS</i> (42nd Ward)	East Goethe Street and North Stone Street -- "Stop";
<i>EISENDRATH</i> (43rd Ward)	"T" intersection of alley in the 2100 block, between North Halsted Street and North Dayton Street -- "Stop";
<i>HANSEN</i> (44th Ward)	North Broadway, at West Oakdale Avenue -- "Stop";
<i>LEVAR</i> (45th Ward)	West Seminole Avenue and North Parkside Avenue -- "Four-Way Stop";
<i>SCHULTER</i> (47th Ward)	North Ravenswood Avenue, at West Waveland Avenue -- "Stop".

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ERECTION OF "STOP" SIGNS AT INTERSECTION OF
SOUTH GREENWOOD AVENUE AND
EAST 77TH STREET.

Alderman Steele (6th Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "East and westbound traffic on

South Greenwood Avenue, at East 77th Street -- 'Stop' ", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ERECTION OF "STOP" SIGNS AT INTERSECTION OF
SOUTH GREENWOOD AVENUE AND
EAST 78TH STREET.

Alderman Steele (6th Ward) presented an ordinance to amend a previously passed ordinance which authorized the erection of traffic signs on portions of specified public ways by striking the words: "East and westbound traffic on East 78th Street, at the intersection of South Greenwood Avenue -- 'Stop' ", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ERECTION OF "STOP" SIGNS AT INTERSECTION OF
SOUTH KEELER AVENUE AND
WEST 51ST STREET.

Alderman Laski (23rd Ward) presented an ordinance to amend an ordinance passed by the City Council on March 21, 1990 (Council Journal of Proceedings pages 13484 -- 13487) which authorized the erection of traffic signs on portions of specified public ways by striking the words: "South Keeler Avenue and West 51st Street -- '4-Way Stop' ", and inserting in lieu thereof: "West 51st Street, at South Keeler Avenue -- 'Stop' ", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location And Distance

STEELE for
GARCIA (22nd Ward)

West 30th Street (north side)
between South Pulaski Road and
the first alley east thereof;

STONE (50th Ward)

Northeast corner of North Leavitt
Street and West Devon Avenue,
from West Devon Avenue to the
first alley north thereof.

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
SERVICE DRIVE ON PORTION OF WEST
HIGHLAND AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to repeal a previously passed ordinance which established a service drive at 1610 West Highland Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT
LIMIT FOR VEHICLES ON PORTIONS OF
SPECIFIED STREETS.

The aldermen named below 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:*

Alderman

Location And Distance

STEELE (6th Ward)

South Wabash Avenue, from East
71st Street to East 75th Street;

Alderman

Location And Distance

EVANS (21st Ward)

South Holland Road, from West
87th Street to West 88th Street.

Referred -- ESTABLISHMENT OF TWENTY MILE PER HOUR
SPEED LIMIT ON PORTION OF WEST
BERWYN AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to limit the speed of vehicles to twenty miles per hour in the 7900 block of West Berwyn Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

The aldermen named below presented three 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 EVANS (21st Ward):

To classify as an R2 Single-Family Residence District instead of an M2-2 General Manufacturing District the area shown on Map No. 20-F bounded by:

West 83rd Street; South Wentworth Avenue, or the line thereof if extended where no street exists; a line 648 feet north of East 87th Street; a line 954 feet west of South Lafayette Avenue; West 87th Street;

South Holland Road; and South Stewart Avenue, or the line thereof if extended where no street exists.

To classify as an R2 Single-Family Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 22-F bounded by:

West 88th Street; the easterly right-of-way line of the C. & W.I. Railroad; West 90th Street; and the alley next east of and parallel to South Eggleston Avenue.

BY ALDERMAN MOORE for ALDERMAN SHILLER (46th Ward):

To classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 9-G bounded by:

a line 25 feet north of the alley north of and parallel to West Byron Street; North Greenview Avenue; the alley next north of and parallel to West Byron Street; and the alley next west of and parallel to North Greenview Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented fifty proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance*, as follows:

Alderman

Claimant

BLOOM (5th Ward)

5534 -- 5536 South Dorchester
Condominiums;

Alderman

Claimant

5477 -- 5479 South Hyde Park
Boulevard Condominiums;

5421 South Cornell Avenue
Condominium Apartments;

5749 -- 5759 South Kenwood
Condominium Association;

The Inns of Court on Blackstone;

The Park Condominiums;

Tower Homes Realty Trust;

STEELE (6th Ward)

Odessa Patton;

Mildred Vaughn;

BEAVERS (7th Ward)

Odie A. Williams;

DIXON (8th Ward)

Betty Banks and Geraldine I.
DuBose;

Willie Johnson;

Van Newell;

Willie Rosser;

BURKE (14th Ward)

Helen Warosh;

Mrs. Helen Weber;

LASKI (23rd Ward)

Norbert J. Gaynes;

Wimbledon Court No. 1
Condominium Association;

BIALCZAK (30th Ward)

Alicia Flores;

Alderman	Claimant
<i>MELL</i> (33rd Ward)	John Savoy;
<i>BANKS</i> (36th Ward)	Mary C. Arsinow; Nottingham Manor Condominium Association; Helen Ann Tyc;
<i>CULLERTON</i> (38th Ward)	William Zuchelkowski;
<i>DOHERTY</i> (41st Ward)	Edgewood Manor II Condominium Association; 8427 -- 8431 Bryn Mawr Condominium Association; 5237 North East River Road Condominium Association;
<i>NATARUS</i> (42nd Ward)	Robert P. Cohee; The 100 Bellevue Place Condominium Association;
<i>EISENDRATH</i> (43rd Ward)	Ambassador House Condominiums; 1801 North Orleans Condominium Association; Sheffield -- Lill Condominium Association;
<i>LEVAR</i> (45th Ward)	LeCour Condominium; Goudman Court Condominiums;
<i>SHILLER</i> (46th Ward)	3532 North Pine Grove Condominium Association;

Alderman

Claimant

M. SMITH (48th Ward)3631 Pine Grove Condominium
Association;1253 -- 1255 West Elmdale
Condominium Association (2);*MOORE* (49th Ward)6225 Kenmore Condominium
Association, Inc.;

1330 Fargo Condo Association;

7655 -- 7657 North Sheridan Road
Condominium Association;2107 West Jarvis Condominium
Association;

Rivera Condominium;

Lifestyle II Condominium
Association (2);*STONE* (50th Ward)Bel Oaks East Condominium
Association, Inc.;Park Garden Cooperative Apt.
Association;

High Ridge Condos;

Ridge Park Condominium
Association;7540 Ridge House Condominium
Association.

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 MAZOLA (1st Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Auditorium Garage, Inc. -- to maintain and use a four-level cantilevered structure over the public right-of-way adjacent to 63 -- 69 East Congress Parkway;

Fulton Street Joint Venture -- to construct, maintain and use one loading dock and one I-beam on the public way adjacent to 928 West Fulton Street;

Kwon and Che Corporation, doing business as Silk Road-Downtown -- to maintain and use a portion of the public way adjacent to 218 South State Street for the operation of a sidewalk cafe;

Mr. Tomislav Lazarevski -- to construct and maintain one sample basin under the sidewalk in front of 1316 South Halsted Street; and

Pizzolato's Restaurant No. 1, Inc., doing business as Irving's for Red Hot Lovers -- to maintain and use a portion of the public way adjacent to 111 North Wells Street for the operation of a sidewalk cafe.

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTION
OF WEST JACKSON BOULEVARD FOR CONDUCT
OF BASTILLE DAY 5K FOOT RACE AND
BLOCK PARTY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Lakeshore Athletic Services to close to traffic that portion of West Jackson Boulevard, between South Green and South Sangamon Streets, on Friday, July 12, 1991 for the conduct of a Bastille Day 5K foot race and block party, which was *Referred to the Committee on Special Events and Cultural Affairs*:

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed for the conduct of sidewalk sales on specified public ways, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Chernin's Shoe Store -- in front of 606 -- 610 West Roosevelt Road, for the period extending July 11 through July 14, 1991; and

Northwestern Drawing Supplies, Inc. -- in front of 418 South Wabash Avenue, for the period extending July 15 through July 19, 1991.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT AND MAINTAIN CANOPIES AT
SPECIFIED LOCATIONS.

Also, six proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Columbus-Cabrini Medical Centre -- to construct one canopy at 811 South Lytle Street;

Express Immigration Services -- to construct one canopy at 8 West Jackson Boulevard;

Fulton Street Joint Venture -- to maintain two canopies at 928 West Fulton Street;

LaSalle National Bank, under Trust Number 10-003445-08 -- to maintain one canopy at 1052 West Fulton Street;

Monday's Restaurant Number 5 -- to maintain one canopy at 19 East Jackson Boulevard; and

Yee Wall Restaurant -- to maintain one canopy at 335 South LaSalle Street.

Presented By

**ALDERMAN MAZOLA (1st Ward) And
ALDERMAN GABINSKI (32nd Ward):**

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF WEST CHICAGO AND
NORTH ASHLAND AVENUES.

A proposed order, presented by Alderman Mazola (and by Alderman Burke for Alderman Gabinski) directing the Commissioner of Public Works to grant permission to the Chicago Avenue Business Association to hold a sidewalk sale on both sides of West Chicago Avenue, between North Wood and North Noble Streets; and on both sides of North Ashland Avenue, between West Huron and West Fry Streets, for the period extending July 11 through July 14, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN RUSH (2nd Ward):

COMMENDATIONS EXTENDED TO MR. DANTZLER CLARK,
MR. BARRY HENLEY, MR. EDDIE JACKSON, MR.
VERNON SMITH AND MS. DEBORAH THOMAS
FOR HEROIC EFFORTS IN RESCUE OF
CHILDREN FROM BURNING
BUILDING.

A proposed resolution reading as follows:

WHEREAS, On June 13, 1991, fire swept throughout a second floor apartment at the Ida B. Wells housing complex, 551 East 38th Place; and

WHEREAS, Two young boys were fatally injured and four other young children were critically injured in the blaze; and

WHEREAS, Dantzler Clark, Barry Henley, Eddie Jackson, Vernon Smith and Deborah Thomas, neighboring residents of the Ida B. Wells development, without regard to their own personal safety, entered the burning apartment to rescue the four children; and

WHEREAS, Their heroic efforts helped to save lives and demonstrated their commitment and care for people; now, therefore,

Be It Resolved by the Mayor and the City Council of the City of Chicago, That Dantzler Clark, Barry Henley, Eddie Jackson, Vernon Smith and Deborah Thomas are hereby commended for their heroic efforts in rescuing four children from a burning apartment and are recommended to receive all honors to be bestowed upon them for their courageous actions; and

Be It Further Resolved, That suitable copies of this resolution be made available to Mr. Clark, Mr. Henley, Mr. Jackson, Mr. Smith and Ms. Thomas.

Alderman Rush 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 Rush, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

At this point in the proceedings, Alderman Rush acknowledged the presence of Mr. Dantzler Clark, Mr. Barry Henley, Mr. Eddie Jackson, Mr. Vernon Smith and Ms. Deborah Thomas in the visitors gallery and led the Council and its assembled guests in a round of applause.

Referred -- AMENDMENT OF TITLE 11, CHAPTER 12 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION
OF ARTICLE IX ENTITLED "WATER
CONSERVATION POLICY
AND PLAN".

Also, a proposed ordinance to amend Title 11, Chapter 12 of the Municipal Code of Chicago by adding thereto a new article, to be known as Article IX, entitled "Water Conservation Policy and Plan", which would establish a comprehensive water conservation policy and plan to require maximum efficiency of water resources; to implement water conservation techniques; to develop training and public information campaigns; and to establish a Commission on Water Conservation, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- ALL CITY DEPARTMENTS DIRECTED TO
CONDUCT ENERGY AUDITS.

Also, a proposed ordinance authorizing the Department of Planning and the Office of Budget and Management to direct each city department to conduct an energy audit and to reduce their energy consumption by 20% with said reduction forming the basis for energy-related expenditures appropriated in

the 1992 Annual Appropriation Ordinance, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN TILLMAN (3rd Ward):

*Referred -- PERMISSION FOR TRAFFIC CLOSURES ON
PORTIONS OF SPECIFIED PUBLIC WAYS
FOR VARIOUS PURPOSES.*

Two proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Ebenezer Baptist Church, c/o Ms. Rosie McGee -- the 4500 block of South Vincennes Avenue, for the period extending June 24 through July 5, 1991 (excepting June 29 and 30) for the conduct of a vacation bible school; and

Alderman Dorothy Tillman -- those portions of West 45th through West 49th Streets, between South Vincennes and South Calumet Avenues, on July 12, 1991, to hold the "Bring It On Home To Me Roots" festival.

Presented By

ALDERMAN BLOOM (5th Ward):

*Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTIONS OF SOUTH LAKE SHORE DRIVE AND
EAST HAYES DRIVE TO HOLD 1991
CHICAGO BUD LIGHT TRIATHLON.*

A proposed order directing the Commissioner of Public Works to grant permission to Cat Sports, Inc., c/o Mr. Rick Staback, to close to traffic those portions of southbound South Lake Shore Drive, between East 57th Street and

East Hayes Drive; and westbound East Hayes Drive, between South Lake Shore Drive and South Cornell Avenue, on Sunday, July 7, 1991, to hold the 1991 Chicago Bud Light Triathlon, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN STEELE (6th Ward):

WELCOME AND BEST WISHES EXTENDED TO
THIRTY-THIRD ANNUAL SMITH
FAMILY REUNION.

A proposed resolution reading as follows:

WHEREAS, The Thirty-Third Annual Smith Family Reunion is taking place for the first time in Chicago and is being hosted by two longtime citizens of the 6th Ward, Mr. and Mrs. Hillman Garrick; and

WHEREAS, This time-honored event involves the family of the late Joe and Mattie Smith, of whom Mrs. Hillman (Sarah) Garrick is the fifth child; and

WHEREAS, Relatives are coming from far and wide to celebrate this outstanding event, which honors and promotes the solidity and strength of family life. The union of Joe and Mattie Smith has yielded 11 children, 29 grandchildren, 39 great-grandchildren and, to date, 4 great-great grandchildren; and

WHEREAS, Sarah and Hillman Garrick are active and highly visible in their Chatham-Avalon Park Community and have organized this event to encourage the greatest participation in a spirit of togetherness; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, welcome the Thirty-Third Annual Smith Family Reunion in our midst and extend to Mr. and Mrs. Hillman Garrick and their devoted relatives our best wishes for a warm and wonderful celebration; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Hillman Garrick.

Alderman Steele 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 Steele, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- GRANT OF PRIVILEGE TO CHICAGO WEST PULLMAN
AND SOUTHERN RAILROAD COMPANY TO MAINTAIN
AND USE RAILROAD SWITCH TRACK ON
PORTION OF EAST 104TH STREET.

A proposed ordinance to grant permission and authority to Chicago West Pullman and Southern Railroad Company to maintain and use a railroad switch track on and across that portion of East 104th Street, near South Torrence Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- APPROVAL OF PROPERTY AT 3259 EAST 100TH
STREET AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 3259 East 100th

Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic and Capital Development*.

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 3415 SOUTH
HALSTED STREET.

A proposed order directing the Commissioner of General Services to issue a permit to Fannie May Candy Shop to maintain and use one canopy attached to the building or structure at 3415 South Halsted Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- PERMISSION FOR CONDUCT OF SIDEWALK SALE ON
PORTIONS OF SOUTH ASHLAND AVENUE AND WEST 47TH
STREET, AND FOR TRAFFIC CLOSURE ON PORTIONS OF
SOUTH MCDOWELL AVENUE AND SOUTH
HONORE STREET.

A proposed order directing the Commissioner of Public Works to grant permission to the Back of the Yards Business Association to hold a sidewalk sale on both sides of South Ashland Avenue, from 4100 to 4900, and both sides of West 47th Street, from 1400 to 2200; and to close to traffic in conjunction therewith those portions of South McDowell Avenue, from 4650 to 4700, and South Honore Street, from 4650 to 4653 and from 4700 to 4710, for the period extending September 12 through September 15, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN JONES (15th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 84 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION
OF NEW SECTION 491 ESTABLISHING
POSITION OF POLICE OFFICER
EMERITUS.

A proposed ordinance to amend Title 2, Chapter 84 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 491, which would establish the position of "Police Officer Emeritus", which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERMAN RUGAI (19th Ward):

CONSIDERATION FOR DRAFTING OF ORDINANCE
FOR VACATION OF FIRELANE ADJACENT TO
10545 SOUTH CLAREMONT AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration in the preparation of a vacation ordinance for the firelane adjacent to and north of 10545 South Claremont Avenue.

Alderman Rugai 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 Rugai, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 4 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW CHAPTER 302
TO REGULATE OPERATION OF
TATTOO PARLORS.

Also, a proposed ordinance to amend Title 4 of the Municipal Code of Chicago by adding thereto a new chapter, to be known as Chapter 302, which would regulate the operation of tattoo parlors and provide for the investigation thereof by the Department of Health, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERMAN EVANS (21st Ward):

CONGRATULATIONS EXTENDED TO MRS. DOROTHY METHOD
ON HER RETIREMENT FROM UNITED STATES POSTAL
SERVICE AFTER THIRTY-ONE YEARS
OF DEDICATED SERVICE.

A proposed resolution reading as follows:

WHEREAS, Dorothy Method, after thirty-one years of employment with the United States Postal Service, is retiring and beginning a new lifestyle; and

WHEREAS, Mrs. Method migrated to Chicago from her native home in Mississippi where she graduated from East Yazoo High School, and subsequently attended and graduated from Chicago State University; and

WHEREAS, Dorothy met and married her devoted husband, Norvel and is the proud mother of two daughters, Valerie and Deborah; and

WHEREAS, In 1960, Dorothy began her long and distinguished career with the Postal Service and held the following positions: Pennsylvania Letter Clerk; General Office Clerk; Scheme Clerk; Stenographer for Manager Procurement and Procurement Specialist; and

WHEREAS, Mrs. Method, realizing the need for fellowship and to live her faith, united with the House of Jacob Church, where her membership continues; and

WHEREAS, In her post-retirement years, Mrs. Method will continue her life of service by assuming more responsibility in her church, and because of her never-ceasing thirst for knowledge as well as for self-improvement, she will enroll in classes of her choice; now, therefore,

Be It Resolved, That the City of Chicago and the Chicago City Council rejoice with Dorothy Method as she brings one phase of her life to a close and joyfully enters another; that as she celebrates this turning point, we wish for her many years of peace, health, happiness and fulfillment; and

Be It Further Resolved, That a copy of this resolution become a part of City records and that a suitable copy be presented to Dorothy Method and her family.

Alderman Evans 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 Evans, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- HONORARY DESIGNATION OF PORTION OF
SOUTH WENTWORTH AVENUE AS "DOROTHY
MOORE AVENUE".

Also, a proposed ordinance directing the Commissioner of Public Works to designate that portion of South Wentworth Avenue, between West 92nd Street and West 93rd Street, as "Dorothy Moore Avenue", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR DESIGNATION OF PORTION
OF SOUTH BEVERLY AVENUE AS SOUTH BEVERLY
BOULEVARD.

Also, a proposed order directing the Commissioner of Public Works to consider changing the nomenclature of that portion of South Beverly Avenue, between West 95th Street and West 103rd Street, to South Beverly Boulevard, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LASKI (23rd Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR
VANS AT SPECIFIED LOCATIONS.

Thirteen proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed below to park pickup trucks and/or vans, in accordance with the provisions of Title 9, Chapter 48, Section 050 of

the Municipal Code of Chicago, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Dennis J. Adasiak -- 5324 South Avers Avenue;

Mr. Peter W. Balskus -- 5808 South Massasoit Avenue;

Mr. Steven E. Bybee -- 6108 West 59th Street;

Mr. Wldyslaw Cachro -- 5608 South McVicker Avenue;

Mr. Michael P. Elmore -- 5302 South Mayfield Avenue;

Mr. John Fortino -- 5743 South New England Avenue;

Mr. Robert Grocholl -- 3611 West 55th Place;

Mr. Thomas Hecht -- 5821 West 59th Street;

Mr. Dan Jurevis -- 5214 South Luna Avenue;

Mr. Thomas Kilcoyne -- 4852 South Leclaire Avenue;

Mr. Daniel Liedman -- 5146 South Mobile Avenue;

Mr. David Schury -- 5210 South Narragansett Avenue; and

Ms. Patricia A. Walters -- 5353 South Natchez Avenue.

Referred -- PERMISSION TO ERECT BLOCKADES ON SPECIFIED
SIDEWALKS ADJACENT TO 6949 WEST 63RD PLACE IN
CONJUNCTION WITH CHURCH CARNIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Saint Rene Goupil Church for the erection of blockades on those portions of the sidewalks of South New England Avenue, South Sayre Avenue, West 63rd Place and West 64th Street, adjacent to 6949 West 63rd Place, in conjunction with a church carnival for the period extending June 21 through July 1, 1991, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CHICAGO BOARD OF ELECTION COMMISSIONERS
URGED TO DISMISS POLICE PERSONNEL FROM
POLLING PLACE COVERAGE ASSIGNMENTS
DURING 1992 ELECTIONS.

Also, a proposed resolution urging the Chicago Board of Election Commissioners to dismiss police personnel from polling place coverage duties during the scheduled 1992 elections and to utilize in lieu thereof regularly motorized tactical units, with the intention of testing the cost-efficiency of said replacement, which was *Referred to the Committee on Police and Fire*.

Presented For

ALDERMAN MEDRANO (25th Ward):

Referred -- EXEMPTION OF MOUNT SINAI HOSPITAL/SCHWAB
REHABILITATION CENTER FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY.

A proposed ordinance, presented by Alderman Miller, to exempt Mount Sinai Hospital/Schwab Rehabilitation Center from the physical barrier requirement pertaining to alley accessibility for the parking facility on the site of the new construction at 1412 South Fairfield Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented For

ALDERMAN GUTIERREZ (26th Ward):

Referred -- ESTABLISHMENT OF TAXICAB STAND NUMBER
614 ON PORTION OF NORTH MILWAUKEE AVENUE.

A proposed ordinance, presented by Alderman Suarez, to establish Taxicab

Stand No. 614 along the west curb of North Milwaukee Avenue, from a point twenty feet south of the building line of West Division Street, to a point twenty feet south thereof, for one vehicle, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF DEPARTMENT
FEES AND SURETIES ASSOCIATED WITH SPECIFIED
FESTIVALS.

Also, a proposed order, presented by Alderman Suarez, directing the City Comptroller to waive all the department fees and sureties for the Pan-American Festival (as sponsored by the Polish American Foundation), the Pan-American Festival (as sponsored by the Logan Square Y.M.C.A.), the Irish Festival, the Italian Festival and the New World Festival, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR WAIVER OF VENDOR FEE
FOR CHICAGO COMMITTEE FOR CHICAGO NEIGHBORS
ARTIST, UNDER NOT-FOR-PROFIT STATUS.

Also, a proposed order, presented by Alderman Suarez, directing the City Comptroller to waive the vendor fee charged to the Chicago Committee for Chicago Neighbors Artist, under its not-for-profit status, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN E. SMITH (28th Ward) And
ALDERMAN HENDON (27th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 208 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF
NEW SECTIONS 041 THROUGH 046 ENTITLED
"TIRE REPAIR SHOPS".

A proposed ordinance to amend Title 4, Chapter 208 of the Municipal Code of

Chicago by adding thereto new sections, to be known as Sections 041 through 046, entitled "Tire Repair Shops", which would set forth definitions, license requirements and fee schedules, sanctions, enforcement procedures and fine schedules pertaining to the operation of tire repair shops, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN E. SMITH (28th Ward) And OTHERS.

Referred -- ILLINOIS COMMERCE COMMISSION URGED TO INSPECT
ALL COMMONWEALTH EDISON FACILITIES AND ISSUE
RECOMMENDATIONS FOR UPGRADING
SAFETY AND EFFICIENCY
STANDARDS THEREOF.

A proposed resolution, presented by Aldermen E. Smith, Miller, Hendon, Burrell and Giles, urging the Illinois Commerce Commission and other appropriate state officials to inspect all Commonwealth Edison facilities and to report to the City Council their findings and recommendations for the upgrading of safety and efficiency standards of the utility, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN BIALCZAK (30th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 4806 WEST
BELMONT AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Mr. Joseph E. Kenski to maintain and use one canopy attached to the building or structure at 4806 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented For

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO COSMOPOLITAN
NATIONAL BANK OF CHICAGO, UNDER TRUST
NUMBER 29505, TO CONSTRUCT AND
MAINTAIN OVERHANG STRUCTURE
ADJACENT TO 511 NORTH
HALSTED STREET.

A proposed ordinance, presented by Alderman Burke, to grant permission and authority to Cosmopolitan National Bank of Chicago, under Trust Number 29505, to construct, maintain and use one plywood overhang structure, housing eight security lights, over the public way adjacent to 511 North Halsted Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF WEST FLETCHER STREET FOR
CONDUCT OF COMMUNITY
BLOCK PARTY.

Also, a proposed order, presented by Alderman Burke, directing the Commissioner of Public Works to grant permission to Ms. Lisa Zinck to close to traffic that part of West Fletcher Street, between 2000 and 2050, during the period of August 3 and 4, 1991, for the conduct of a community block party, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF NORTH LINCOLN AND NORTH
ASHLAND AVENUES.

Also, a proposed order, presented by Alderman Burke, directing the

Commissioner of Public Works to grant permission to the Lakewood Chamber of Commerce to hold a sidewalk sale on both sides of the 3100, 3200 and 3300 blocks of North Lincoln Avenue, and on both sides of the 3100 and 3200 blocks of North Ashland Avenue, for the period extending July 18 through July 21, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT AND MAINTAIN CANOPY AT
1553 NORTH MILWAUKEE AVENUE.

Also, a proposed order, presented by Alderman Burke, directing the Commissioner of General Services to issue a permit to Mr. Felipe Aguilar to construct and maintain one canopy to be attached to the building or structure at 1553 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO MAINTAIN EXISTING CANOPY AT 3124
WEST IRVING PARK ROAD.

A proposed order directing the Commissioner of General Services to issue a permit to La-Z Recliner, Inc. to maintain and use one canopy attached to the building or structure at 3124 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN WOJCIK (35th Ward):

MR. YURIY SHUKHEVYCH, CHAIRMAN OF UKRAINIAN
INTER-PARTY ASSEMBLY, DECLARED HONORARY
CITIZEN OF CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Yuriy Shukhevych, presently Chairman of the Ukrainian Inter-Party Assembly, has spent the majority of his adult life behind bars for refusing to denounce his father, the former head of the Ukrainian liberation movement; and

WHEREAS, Yuriy, who was born on March 28, 1933 in the Village of Ohliadiv, Lvivska Oblast, Ukraine, was first arrested on August 22, 1948 at the age of fifteen and was sentenced by a tribunal to ten years imprisonment for refusing to denounce his father, the Commander-in-Chief of the Ukrainian Insurgent Army; and

WHEREAS, Yuriy has been repeatedly confronted by agents of the K.G.B., who demanded that he publicly denounce his deceased father as an "enemy of the people", to which he categorically refused; and

WHEREAS, In August 1968, Yuriy was released, but denied the right to live in the Ukraine and was exiled for five years and later sentenced to another ten years imprisonment on false charges; and

WHEREAS, During that last period of imprisonment, Yuriy lost his sight; several attempts were made to restore his vision but due to malnutrition and the primitive facilities available, these operations failed; and

WHEREAS, Upon completion of his term of exile, he was finally permitted to relocate to Lviv, the city of his youth, where he joined the ranks of the Ukrainian Inter-Party Assembly, and where he has continued his lifelong work on behalf of Ukrainian liberation; and

WHEREAS, Yuriy is presently in the United States for medical reasons, and to lobby on behalf of the Ukraine's movement for independence; now, therefore,

Be It Resolved, That the City Council of the City of Chicago declares Yuriy Shukhevych an honorary citizen of the great City of Chicago.

Alderman Wojcik 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 Wojcik, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEY
LIGHT BEHIND 3826 NORTH KEELER AVENUE.

Also, a proposed order directing the Commissioner of Public Works to give consideration to the installation of an alley light behind 3826 North Keeler Avenue, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- APPROVAL OF PLAT OF FALLON'S RESUBDIVISION
ON PORTION OF NORTH MERRIMAC AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Fallon's Resubdivision located on the east side of North Merrimac Avenue, south of West Diversey Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR 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 specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Goodwill Industries of Metropolitan Chicago -- for one canopy at 7010 West Grand Avenue;

Mr. Peter DiFronzo -- for one canopy at 6833 West Grand Avenue; and

Sicily Restaurant -- for one canopy at 2743 North Harlem Avenue.

Presented By

ALDERMAN GILES (37th Ward):

Referred -- HONORARY DESIGNATION OF PORTION OF WEST
CHICAGO AVENUE AS "DR. ARTHUR LOCKHART DRIVE".

A proposed ordinance to designate that portion of West Chicago Avenue, between North Lavergne Avenue and North Cicero Avenue as "Dr. Arthur Lockhart Drive", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN CULLERTON (38th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF TRIANGULAR
AREA AT NORTHEAST CORNER OF WEST FOREST
PRESERVE DRIVE AND WEST ADDISON 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 a triangular area at the northeast corner of the intersection of West Forest Preserve Drive and West Addison Street for Ted J. Geropoulos (No. 24-38-90-1540); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Cullerton 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 Cullerton, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schalter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- APPROVAL OF PLAT OF RESUBDIVISION ON
PORTION OF WEST CORNELIA AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of resubdivision located at the southeast corner of West Cornelia Avenue and North Natoma Avenue, and having a frontage on West Cornelia Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF WEST DEVON AND WEST
CENTRAL AVENUES.

A proposed order directing the Commissioner of Public Works to grant permission to the Edgebrook/Sauganash Chamber of Commerce to conduct a sidewalk sale on both sides of West Devon Avenue, between North Caldwell and North Minnehaha Avenues; and on both sides of North Central Avenue, between North Caldwell and North Tahoma Avenues, during the period of August 2 and 3, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN O'CONNOR (40th Ward) And
ALDERMAN LAURINO (39th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172,
SECTION 020(e) OF MUNICIPAL CODE OF
CHICAGO BY PROHIBITING ISSUANCE
OF NEW PACKAGE GOODS LICENSES
WITHIN SPECIFIED AREAS
OF THIRTY-NINTH AND
FORTIETH WARDS.

A proposed ordinance to amend Title 4, Chapter 172, Section 020(e) of the Municipal Code of Chicago, by disallowing the issuance of new package goods licenses in the area bounded by the north and south sides of West Lawrence Avenue, from the North Branch of the Chicago River west to North Pulaski Road and the quarter block north and south thereof, as well as the east and west sides of North Kedzie Avenue, from West Montrose Avenue north to West Ainslie Street and the quarter block east and west thereof, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 6942 -- 6946
WEST HIGGINS AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Ms. Doris T. Bernardo to maintain and use one canopy attached to the building or structure at 6942 -- 6946 West Higgins Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward):

AUTHORIZATION FOR INSTALLATION OF HANDICAPPED
PARKING SIGNS ON PORTIONS OF EAST
HURON AND EAST ERIE STREETS.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of handicapped parking signs on East Huron Street and East Erie Street immediately adjacent to the premises commonly known as 333 East Huron Street.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- AMENDMENT OF RULE 44 OF CITY COUNCIL'S
RULES OF ORDER AND PROCEDURE FOR
YEARS 1991 -- 1995.

Also, a proposed ordinance to amend the resolution adopted on May 9, 1991 (Council Journal of Proceedings, pages 44 and 45) which established the City Council's Rules of Order and Procedure for Years 1991 -- 1995, by deleting therefrom, in Rule 44 entitled "Reports of Committees", certain language pertaining to the provisions governing the submission and passage or non-passage of proposed legislation, substitute legislation, or deferred legislation as reported by City Council standing committees, which was *Referred to the Committee on Committees, Rules and Ethics*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Fresh Flower Factory -- to construct, maintain and operate one merchandise display adjacent to its premises at 40 East Chicago Avenue; and

Rush Oak Limited Partnership -- to construct, maintain and use one vaulted subsurface sidewalk space adjacent to its premises at 943 -- 951 North Rush Street.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR SIDEWALK CAFES.

Also, six proposed ordinances to grant permission and authority to the applicants listed for the maintenance and use of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Imperial Cathay, Inc., doing business as The Imperial Cathay Restaurant -- 2 East Delaware Place;

Improvisation Comedy Club Beverage Services Corporation, doing business as The Improv Comedy Club -- 504 North Wells Street;

Moosehead Bar and Grill of Chicago, Inc., doing business as The Moosehead Bar and Grill -- 240 East Ontario Street;

Pearly's Restaurant, Inc., doing business as Pearly's Restaurant -- 658 North Wells Street;

Star of America, Inc., doing business as Singha-Thai-Restaurant -- 340 North Clark Street; and

Starbuck's Coffee Company, doing business as Starbuck's -- 1533 North Wells Street.

Referred -- PERMISSION FOR TRAFFIC CLOSURES ON
PORTIONS OF SPECIFIED PUBLIC WAYS FOR
VARIOUS PURPOSES.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

America's Bar Chicago -- that portion of West Erie Street, between North Franklin Street and North Wells Street during the period of July 16 and 17, 1991 to conduct an event sponsored by L.A. Gear in conjunction with the National Sporting Goods Association;

Cat Sports, Inc., c/o Mr. Rick Staback -- that portion of North Illinois Street, between East Streeter Drive and East Peshtigo Court; East Streeter Drive (entirely); northbound Lake Shore Drive exit to East Grand Avenue; lower Lake Shore Drive, between East Grand Avenue ramp and East Randolph Street; North Columbus Drive, between East Illinois Street and East Wacker Drive; lower level Wacker Drive, between lower level Lake Shore Drive and East Harrison Street; intersection of East Illinois Street and North Columbus Drive; and northbound Lake Shore Drive exit at the Chicago Yacht Club, on Sunday, July 7, 1991; also to close the Ohio Street Beach parking lot on July 6 and 7, 1991 for the 1991 Chicago Bud Light Triathlon; and

Windy City Sports Magazine, c/o Terra L. Levin -- that portion of West Erie Street, between North Dearborn Street and first alley west thereof on Saturday, July 13, 1991 for In-Line Skating Expo/Excalibur.

Referred -- PERMISSION TO ERECT TENT ON PORTION
OF WEST ERIE STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to America's Bar Chicago to erect a tent on that portion of West Erie Street, between North Franklin and North Wells Streets in conjunction with an event hosted by L.A. Gear and the National Sporting Goods Association, on Tuesday, July 16, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF NORTH LA SALLE AND
WEST ONTARIO STREETS.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. John Dargam, District Manager of Michigan Sporting Goods

Distributors, Inc., to conduct a sidewalk sale at 620 North LaSalle Street and alongside on West Ontario Street for the period extending June 27 through June 30, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR DESIGNATION OF PORTION OF
NORTH LA SALLE DRIVE AS "NORTH
LA SALLE BOULEVARD".

Also, a proposed order directing the Commissioner of Public Works to designate that portion of North LaSalle Drive, between the Chicago River and West North Avenue, as "North LaSalle Boulevard", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT AND MAINTAIN CANOPIES
AT SPECIFIED LOCATIONS.

Also, ten proposed orders directing the Commissioner of General Services to issue permits to the applicants listed to construct, maintain and use canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Annette's Armoire, Inc. -- to maintain one canopy at 27 East Delaware Place;

Arvey Paper and Office Products -- to construct and maintain one canopy at 661 North LaSalle Street;

Dearborn North Apartments -- to maintain one canopy at 1117 North Dearborn Street;

The Forgotten Woman -- to maintain one canopy at 535 North Michigan Avenue;

Hyatt Corporation -- to construct and maintain one canopy at 676 North Michigan Avenue;

Santa Fe Cafe -- to maintain one canopy at 800 North Dearborn Street;
Vista International (IL), Inc., doing business as The Drake Hotel -- to maintain twenty-six canopies at 140 East Walton Place;
Water Tower Bank -- to maintain one canopy at 717 North Michigan Avenue;
Wedding's, Inc. -- to maintain one canopy at 223 West Erie Street; and
Westin Hotel -- to maintain seven canopies at 909 North Michigan Avenue.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- PERMISSION TO HOLD SIDEWALK "LADDER" SALE
ON PORTION OF WEST DIVERSEY AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Sappanos Paint Store to conduct a sidewalk "ladder" sale at 801 West Diversey Avenue for the period extending July 12 through July 14, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 10 EAST
SCHILLER STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to 1411 State Parkway Condominium Association to maintain and use one canopy attached to the building or structure at 10 East Schiller Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- COMMITTEE ON TRANSPORTATION AND PUBLIC
WAY REQUESTED TO INVESTIGATE POLICIES AND
PROCEDURES OF DEPARTMENT OF PUBLIC
WORKS REGARDING TRAFFIC STUDY
IN FORTY-THIRD WARD.

Also, a proposed resolution requesting the Committee on Transportation and Public Way to hold hearings to investigate the policies and procedures of the Department of Public Works in reference to a traffic study of the 43rd Ward which was authorized and directed by a resolution adopted by the City Council on December 5, 1990, which was *Referred, to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTIONS
OF NORTH HALSTED STREET, WEST CORNELIA
AVENUE AND WEST BUCKINGHAM PLACE FOR
NORTH HALSTED MARKETDAYS,
STREET FESTIVAL AND
SIDEWALK SALE.

A proposed order directing the Commissioner of Public Works to grant permission to the North Halsted Area Merchants Association (NORTHALA) to close to traffic those portions of North Halsted Street, between West Addison Street and West Belmont Avenue; and West Cornelia Avenue and West Buckingham Place, between North Halsted Street and a point 150 feet west of North Halsted Street, during the period of August 3 and 4, 1991 to conduct North Halsted Marketdays, Street Festival and Sidewalk Sale, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN HANSEN (44th Ward) And
ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 3, CHAPTER 56,
SECTION 050 OF MUNICIPAL CODE OF
CHICAGO TO INCREASE WHEEL
TAX LICENSE FEE LATE
CHARGE.

A proposed ordinance to amend Title 3, Chapter 56, Section 050 of the Municipal Code of Chicago which would increase the amount of the late charges in connection with the wheel tax license fee for those persons who fail to purchase a vehicle sticker before July 15, unless the City Clerk determines said failure was due to reasonable cause, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT AND MAINTAIN CANOPIES AT
SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed to construct, maintain and use canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. George Michael -- to maintain one canopy at 5772 West Higgins Road;
and

R.T.I. Corporation, doing business as Subway -- to construct and maintain one canopy at 5901 North Milwaukee Avenue.

Presented For

ALDERMAN SHILLER (46th Ward):

*Referred -- PERMISSION TO PARK PICKUP TRUCK AT
3708 NORTH GREENVIEW AVENUE.*

A proposed order, presented by Alderman Moore, directing the Commissioner of Public Works to grant permission to Mr. Thomas H. Lebo to park a pickup truck in front of his residence at 3708 North Greenview Avenue in accordance with the provisions of Title 9, Chapter 48, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN SCHULTER (47th Ward):

*Referred -- PROHIBITION OF PEDDLING WITHIN BOUNDARIES
OF FORTY-SEVENTH WARD.*

A proposed ordinance to prohibit peddling of any kind within the boundaries of the 47th Ward, pursuant to the provisions of Title 4, Chapter 232, Section 140 of the Municipal Code of Chicago, which was *Referred to the Committee on License and Consumer Protection.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF FREE
VENDOR PERMITS TO PARTICIPANTS OF
SPECIFIED FESTIVALS.*

Also, two proposed orders directing the Director of the Department of Revenue to issue, free of charge, vendor permits to the participants of the festivals specified, which were *Referred to the Committee on Finance*, as follows:

German-American Fest -- to be conducted in the Lincoln Square Area at North Lincoln Avenue and West Leland Avenue, and extending for the period of September 20 through September 22, 1991; and

Neighborhood Ma Tazz Festival -- to be conducted in Welles Park at North Lincoln Avenue and West Montrose Avenue, on Sunday, July 14, 1991.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
QUEEN OF ANGELS CHURCH FOR CONDUCT OF
CARNIVAL AND/OR STREET FAIR ON PORTION
OF WEST SUNNYSIDE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Queen of Angels Church for the conduct of a carnival and/or street fair on that portion of West Sunnyside Avenue, between North Western Avenue and North Artesian Avenue, for the period extending July 8 through July 16, 1991; and further directing the Commissioner of Public Works to provide barricades to prohibit vehicular traffic over said public way, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN MOORE (49th Ward):

PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF
WEST HOWARD STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Howard-Pa lina Development Corporation, 1448 West Howard Street, for the conduct of a sidewalk sale on both sides of West Howard Street, between North Greenvew Avenue and North Clark Street, for the period of June 27 through June 29, 1991 during the hours of 9:00 A.M. and 7:00 P.M. each day.

Alderman Moore 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 Moore, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO O.T. TAO, INC. (DOING
BUSINESS AS ON-THE-TAO RESTAURANT &
BAR) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to O. T. Tao, Inc., doing business as On-The-Tao Restaurant & Bar, to maintain and use a portion of the public way adjacent to 1220 West Morse Avenue, for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 6213 -- 6215
NORTH BROADWAY.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Atlantic Group, Inc., doing business as Frankies Sports Bar & Grill, to maintain and use one canopy attached to the building or structure at 6213 -- 6215 North Broadway, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN MOORE (49th Ward) And OTHERS:

Referred -- COMMONWEALTH EDISON COMPANY REQUESTED
TO PROVIDE CITY COUNCIL COMMITTEE ON ENERGY,
ENVIRONMENTAL PROTECTION AND PUBLIC
UTILITIES WITH DOCUMENTED LIST OF
PAST POWER OUTAGES FOR USE
IN DETERMINING RELIABILITY
OF UTILITY SERVICES
AND DISTRIBUTION.

A proposed resolution, presented by Aldermen Moore, Steele, Streeter and Evans, requesting the Commonwealth Edison Company to provide the Committee on Energy, Environmental Protection and Public Utilities with a documented list of all the power outages within the last five years for use in determining the reliability of Edison's services and the distribution thereof, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF NORTH DEVON AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the North Town Chamber of Commerce to hold a sidewalk sale on the north side of West Devon Avenue, between North Oakley and North Sacramento Avenues, for the period of June 20 through June 23, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN STONE (50th Ward),
ALDERMAN MADRZYK (13th Ward) And
ALDERMAN LEVAR (45th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 120, SECTION 510(L)
OF MUNICIPAL CODE OF CHICAGO BY DELETING
PROVISION REQUIRING PAYMENT
OF DAMAGES FOR INJURIES
OR LOSSES SUFFERED
BY COMPLAINANTS.

A proposed ordinance to amend Title 2, Chapter 120, Section 510(L) of the Municipal Code of Chicago which would delete the provision requiring payment of actual damages for injury or loss suffered by a complainant, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 160, SECTION
020(m) OF MUNICIPAL CODE OF CHICAGO TO
FURTHER DEFINE "SOURCE OF INCOME"
AS USED WITHIN CHICAGO HUMAN
RIGHTS ORDINANCE.

Also, a proposed ordinance to amend Title 2, Chapter 160, Section 020(m) of the Municipal Code of Chicago (the Chicago Human Rights Ordinance) which would further define the term "source of income" by adding thereto certain language stipulating that the lawful means by which an individual supports oneself or their dependents shall "not be construed as payment from a third party", which was *Referred to the Committee on the Budget and Government Operations*.

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 MAZOLA (1st Ward):

Chicago Lighthouse for the Blind -- alterations and construction of additions to existing structure on the premises known as 1850 West Roosevelt Road.

Chicago Loop Synagogue -- remodeling of existing facilities on the premises known as 16 South Clark Street.

BY ALDERMAN MELL (33rd Ward):

Board of Education of the City of Chicago -- construction of an addition to the Avondale Elementary School on the premises known as 3212 West George Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN DOHERTY (41st Ward):

The Society for the Danish Old, The Danish Home, 5656 North Newcastle Avenue.

BY ALDERMAN MOORE (49th Ward):

Augustana Center/Nursing Home, 7464 North Sheridan Road.

Rogers Park Children's Learning Center, 1545 West Morse Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BLOOM (5th Ward):

Vivekananda Vedanta Society, 5419 South Hyde Park Boulevard -- annual building inspection and annual fuel burning equipment inspection fees (2).

BY ALDERMAN HUELS (11th Ward):

Bridgeport Child Development Center, 3053 South Normal Avenue -- annual refrigeration inspection fee.

BY ALDERMAN TROUTMAN (20th Ward):

Hull House Association, 500 East 67th Street -- annual public place of assembly inspection fee.

BY ALDERMAN BANKS (36th Ward):

Bethesda Home and Retirement Center, 2833 North Nordica Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN EISENDRATH (43rd Ward):

Grant Hospital, 551 West Grant Place -- annual fuel burning equipment inspection fee.

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital (various locations) -- annual building inspection fees (5).

BY ALDERMAN STONE (50th Ward):

American Legion North Shore Post No. 21, 6040 North Clark Street -- annual driveway inspection and annual public place of assembly inspection fees (2).

WATER RATE EXEMPTION:*BY ALDERMAN EISENDRATH (43rd Ward):*

Center for Rehabilitation and Training of Persons with Disabilities, 2032 North Clybourn Avenue.

REFUND OF FEE:

BY ALDERMAN SUAREZ (31st Ward):

Inner City Impact, 3325 -- 3329 West Fullerton Avenue -- refund in the amount of \$2,707.25.

WAIVER OF FEE:

BY ALDERMAN RUGAI (19th Ward):

Mr. Leo McGrillen, 10801 South Kedzie Avenue -- waiver of fee for installation of "Handicapped Parking Only" signs.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (June 12, 1991).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on June 12, 1991 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

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 Friday, the twenty-eighth (28th) day of June, 1991, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-fourth (24th) day of July, 1991, 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:

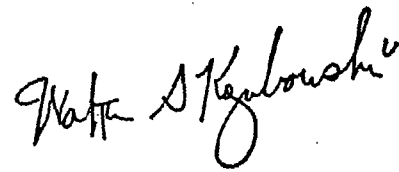
Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Laski, Miller, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Schuler, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Eisendrath 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, July 24, 1991 at 10:00 A.M., in the Council Chambers in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.