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COPY



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

Regular Meeting--Wednesday, July 24, 1991

at 10:00 A. M.

(Council Chambers--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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone.

Absent -- Aldermen Rugai, O'Connor, Schulter.

Call To Order.

On Wednesday, July 24, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 41.

Quorum present.

Invocation.

The Reverend Walter May, Jr., Pastor of Christ the Mediator Lutheran Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- CONGRATULATIONS EXTENDED TO
MS. SHULAMIT RAN AS WINNER OF PULITZER
PRIZE FOR MUSICAL COMPOSITION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring Shulamit Ran, winner of the Pulitzer Prize for musical composition.

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, Shulamit Ran, professor of music at the University of Chicago and composer-in-residence with the Chicago Symphony Orchestra, was honored with the 1991 Pulitzer Prize for musical composition; and

WHEREAS, Her winning score, "Symphony", was commissioned by the Philadelphia Orchestra and was first performed last October; and

WHEREAS, According to leading critics, Shulamit Ran's music "adheres to no harmonic or melodic system and speaks in a voice that is distinctly her own and distinctly a product of the late 20th Century", and her works are characterized by their "sharply dramatic profile, explosive rhythmic energy and eruptive richness of detail"; and

WHEREAS, Shulamit Ran, who was born in Tel Aviv, Israel, knew from an early age that music would rule her life, and when she was only eight, her melodies were broadcast on an Israeli radio station, and later she played piano for renowned artists Artur Rubinstein and Pablo Casals; and

WHEREAS, She came to the United States at age fourteen, when she won scholarships from the Mannes College of Music in New York and the America Israel Cultural Foundation, performed with Leonard Bernstein's New York Philharmonic's Young People's Concert after winning the audition using one of her own compositions, and after graduation from Mannes, she toured as a pianist throughout the United States, Canada, Europe and Israel; and

WHEREAS, Over the years, she has received numerous awards, fellowships and commissions, including from the Martha Baird Rockefeller Fund; the Ford Foundation; the National Endowment for the Arts; the Guggenheim Foundation; the Fromm Music Foundation; WFMT; Chamber Music America; Eastman School of Music; the American Composers Orchestra; the Chamber Music Society of Lincoln Center; the American Academy and Institute of Arts and Letters, and many more; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled this twenty-fourth day of July, 1991, salute Shulamit Ran for her willingness to try new approaches in music and for bringing many people closer to the music of the Chicago Symphony Orchestra; and

Be It Further Resolved, That we extend our heartfelt congratulations to her for winning this year's Pulitzer Prize for Music; and

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

On motion of Alderman Burke, seconded by Aldermen Bloom and Eisendrath, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, speaking on behalf of all Chicagoans, stated that Ms. Shulamit Ran was an inspiration and roll model for all young people. Praising Ms. Ran for many achievements and steadfast committment to excellence, Mayor Daley then rose to lead the City Council and its assembled guests in a round of applause.

Rules Suspended -- TRIBUTE TO LATE STATE SENATOR
AND STATE REPRESENTATIVE STEVEN G. NASH.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the memory of the late State Senator and State Representative Steven G. Nash.

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, Steven G. Nash departed this life on July 5, 1991; and

WHEREAS, Mr. Nash was a life-long resident of the City of Chicago, who received his education in the Chicago public schools; and

WHEREAS, Mr. Nash served with distinction in the Illinois Senate from 1979 to 1983 and in the Illinois House of Representatives from 1983 to 1986; and

WHEREAS, Mr. Nash was known to his colleagues and associates in the General Assembly as a caring and conscientious individual; and

WHEREAS, Mr. Nash will be remembered for his dedication to the service of the people of Chicago; and

WHEREAS, Mr. Nash is survived by a sister, Kathy; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-fourth day of July, 1991, do hereby mourn the passing of Steven G. Nash, and extend our condolences to his sister; and

Be It Further Resolved, That suitable copies of this resolution be presented to Kathy Nash as a sign of our sympathy and good wishes.

On motion of Alderman Burke, seconded by Aldermen Mell, Cullerton, 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, stated that he had been friends with Senator Steven G. Nash for many years and was privileged to serve with him in the state legislature. Recalling Senator Nash's many accomplishments and applauding his amicable and enthusiastic approach to public service, Mayor Daley then rose to extend his personal condolences to the family and friends of the late Senator Steven G. Nash.

Rules Suspended -- CONGRATULATIONS EXTENDED TO
MS. PRINCENNA YVETTE BEANE ON WINNING
TITLE OF MISS BLACK CHICAGO FOR 1991.

Alderman Evans 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, Princenna Yvette Beane has been very active in her community and church, assisting in organizing youth ministries and seminars for guidance; and

WHEREAS, Miss Beane graduated with honors in 1985 from Vanderpool Magnet Academy, and finished in the top ten percent of the class of 1989 from Corliss High School and was crowned homecoming queen; and

WHEREAS, Princenna Beane is currently attending the University of Illinois at Chicago in her third year of enrollment, maintaining a 3.5 grade point average, with a major in Marketing and a minor in Business Management; and

WHEREAS, Princenna Y. Beane entered the Miss Black Illinois Pageant of 1991 and was awarded the title of Miss Black Chicago; now, therefore,

Be It Resolved, That Mayor Richard M. Daley, the City of Chicago and the Chicago City Council hereby congratulate Princenna Yvette Beane for her achievement as Miss Black Chicago -- 1991; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Miss Princenna Yvette Beane and retained as a permanent part of city records.

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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

At this point in the proceedings, Alderman Evans called the City Council's attention to the presence of Miss Princenna Yvette Beane who was seated in the Commissioner's gallery.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 112 OF MUNICIPAL
CODE OF CHICAGO TO PROVIDE THAT VOLUNTEERS
ACTING UNDER DIRECTION OF COMMISSIONER
OF HEALTH BE HELD HARMLESS FOR
OFFICIAL ACTIONS.

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

July 24, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Health, I transmit herewith an ordinance amending Chapter 2-112 of the Municipal Code of Chicago to provide that volunteers acting under the Commissioner's direction shall be held harmless for their official actions.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 4, CHAPTER 344 OF MUNICIPAL
CODE OF CHICAGO TO REVISE RESTRICTIONS
ON MOBILE FOOD VENDORS.

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

July 24, 1991.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 4-344 of the Municipal Code of Chicago revising the restrictions on mobile food vendors.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF CHICAGO ZONING ORDINANCE
TO IMPOSE CERTAIN REQUIREMENTS FOR
DEVELOPMENTS ALONG RIVERS
AND CANALS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 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 Chicago Zoning Ordinance to impose certain requirements for developments along rivers and canals within the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR EXPENDITURE OF FEDERAL AND
STATE FUNDS TO IMPROVE WILSON AVENUE BRIDGE
OVER NORTH BRANCH OF CHICAGO RIVER.

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

July 24, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Acting Budget Director, I transmit herewith an ordinance approving the expenditure of \$1,552,000.00 in Federal and State funds for the improvement of the Wilson Avenue Bridge over the North Branch of the Chicago River.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR LOAN OF COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS
TO REHABILITATE PROPERTY AT
7024 SOUTH CLYDE 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

July 24, 1991.

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

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

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COMMUNICATIONS, ETC.

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Housing, I transmit herewith an ordinance approving a loan of \$180,000.00 of Community Development Block Grant funds to Louis C. and Johnetta Reeves for the rehabilitation of a building located at 7024 South Clyde Avenue, Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR PURCHASE OF LAND FROM
CHICAGO TRANSIT AUTHORITY NECESSARY FOR NEW
CLEARING COMMUNITY BRANCH LIBRARY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 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 Chicago Public Library to purchase land located at 6401 to 6431 West 63rd Place, Chicago, Illinois from the Chicago Transit Authority for \$159,000.00. The property shall be used for the new Clearing Community Branch Library.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACCEPTANCE OF JUDICIAL
DEEDS TO VARIOUS PROPERTIES AND CONVEYANCE
OF SAME UNDER CHICAGO ABANDONED
PROPERTY PROGRAM.

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

July 24, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Buildings, I transmit herewith sixty-five ordinances authorizing the acceptance of judicial deeds to various properties located within the City of Chicago and the conveyance of those properties under the Chicago Abandoned Property Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REGULATION OF ALARM SYSTEMS TO PROHIBIT
CERTAIN DEVICES WHICH TRANSMIT DIRECTLY TO
9-1-1 EMERGENCY TELEPHONE SYSTEM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 24, 1991.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance which regulates alarm systems by prohibiting electronic, tape or other automatic telephone dialing devices which transmit directly to the 9-1-1 emergency telephone system.

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 -- REPORTS AND DOCUMENTS OF
COMMONWEALTH EDISON COMPANY.

The following communication from Mr. William L. Ramey, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of June 28, 1991, which reads as follows:

"Pursuant to the provision of the 1948 Franchise Ordinance granted to this company, I am enclosing copies of reports of the company as listed below:

Statement for bills issued in July, 1991 to Illinois Commerce Commission related to Standard Contract Rider No. 20.

Conservation Program Clause related to the Rider No. 21, for the month of July, 1991.

Monthly Electric Utility Sales and Revenue Report to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the month of April, 1991."

Placed On File -- DETERMINATION AND NOTIFICATION OF SALE
OF CHICAGO O'HARE INTERNATIONAL AIRPORT SPECIAL
FACILITY REVENUE BONDS (LUFTHANSA GERMAN
AIRLINES PROJECT) SERIES 1990.

Also, a communication from Mr. Walter K. Knorr, City Comptroller, concerning the determination and notification of sale of \$45,000,000 of Chicago O'Hare International Airport Special Facility Revenue Bonds (Lufthansa German Airlines Project) Series 1990, which was *Placed on File*.

Placed On File -- DETERMINATION AND NOTIFICATION OF
SALE OF CHICAGO O'HARE INTERNATIONAL AIRPORT
SPECIAL FACILITY REVENUE BONDS (COMPAGNIE
NATIONALE AIR FRANCE PROJECT) VARIABLE
RATE DEMAND SERIES 1990.

Also, a communication from Mr. Walter K. Knorr, City Comptroller, concerning the determination and notification of sale of \$19,600,000 of Chicago O'Hare International Airport Special Facility Revenue Bonds, (Compagnie Nationale Air France Project) Variable Rate Demand Series 1990, which was *Placed on File*.

Placed On File -- APPROVAL BY CHICAGO PLAN COMMISSION
AND DEPARTMENT OF PLANNING OF CERTAIN
PROPOSALS.

Also, copies of resolutions adopted by the Chicago Plan Commission on June 13, and July 11, 1991 and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

(June 13, 1991)

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	Address
91-134-02	7302 South Dante Avenue/ 1415 East 73rd Street
91-138-02	10120 South Ewing Avenue
91-139-02	320 -- 326 South Homan Avenue
91-140-02	876 -- 878 North Mozart Street/ 2837 -- 2843 West Walton Street

Referral Number	Address
91-141-02	2604 -- 2638 North Emmett Street, Parking Site Number 365
91-142-02	3531 -- 3547 South Halsted Street, Parking Site Number 52
91-143-02	9140 South Exchange Avenue, Parking Site Number 48
91-144-02	5741 -- 5759 West Belmont Avenue, Parking Site Number 75
91-145-02	1615 West Roscoe Street, Parking Site Number 30
91-146-02	2524 West 63rd Street, Parking Site Number 83
91-147-02	1849 West Huron Street
91-148-02	1701 West Erie Street
91-149-02	1923 -- 1933 South Harding Avenue
91-150-02	6042 -- 6044 South Eberhart Avenue
91-151-02	2615 -- 2617 West Jackson Boulevard
91-152-02	4639 -- 4641 South Langley Avenue
91-153-02	4025 West Lexington Street
91-154-02	4029 West Lexington Street
91-155-02	5953 South Racine Avenue
91-156-02	1800 -- 1802 North Haddon Avenue
91-157-02	3022 West Roosevelt Road
91-158-02	3024 West Roosevelt Road
91-159-02	13 parcels under the Adjacent Neighbors Land Acquisition Program
91-160-02	6844 South Ashland Avenue

Referral Number	Address
91-161-02	4601 -- 4603 South Champlain Avenue
91-162-02	229 South Kilpatrick Avenue
91-164-02	4611 South Langley Avenue
91-165-02	7000 -- 7006 South Perry Avenue/137 -- 139 West 70th Street
91-166-02	1264 North Wolcott Avenue/900 -- 908 West Potomac Avenue
91-167-02	4110 -- 4124 South Vincennes Avenue/464 -- 466 East Bowen Avenue

Department Of Housing.

Referral Number	Project
91-168-02	Amendment Number 10 to the Lincoln Park Conservation Plan

Department Of Economic Development.

Referral Number	Project
91-169-20	Sanitary Drainage and Ship Canal Tax Increment Redevelopment Project and Plan
91-170-20	T.I.F. Designation Report -- Sanitary Drainage and Ship Canal Area.

(July 11, 1991)

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Property.

Referral Number	Address
91-171-02	3050 South Broad Street
91-173-02	3013 South Lock Street
91-174-02	2256 -- 2258 West North Avenue
91-175-02	3314 -- 3316 West Roosevelt Road
91-176-02	3518 -- 3522 West Roosevelt Road
91-177-02	1240 -- 1242 West St. Louis Avenue
91-178-02	2221 South Kenneth Avenue
91-179-02	2223 South Kenneth Avenue
91-181-02	3933 -- 3937 West Adams Street
91-183-02	1720 West Huron Street
91-185-02	2329 West Moffat Street.

*Placed On File -- CITY COMPTROLLER'S QUARTERLY
REPORTS FOR PERIOD ENDED JUNE 30, 1991.*

Also, the following document received in the City Clerk's Office, from Mr. Walter K. Knorr, City Comptroller, which was *Placed on File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended June 30, 1991;

Statement of Funded Debt as of June 30, 1991;

City of Chicago Corporate Fund: Statement of Floating Debt as of June 30, 1991.

Placed On File--INSPECTOR GENERAL'S QUARTERLY
REPORT FOR PERIOD ENDED JULY 15, 1991.

Also, a communication from Mr. Alexander Vroustouris, Inspector General, filed in the Office of the City Clerk pursuant to Title 2, Chapter 56, Section 120 of the Municipal Code of Chicago, transmitting a quarterly report on the following investigations for the period ended July 15, 1991, which was *Placed on File*:

Investigations Initiated:	363
Investigations Concluded:	216
Investigations Pending:	997
Investigations of Employees:	355
Investigations of Appointed Officials:	1
Investigations of Elected Officials:	1
Investigations of Contractors, Subcontractors and Persons Seeking City Contracts:	5
Investigations of Persons Seeking Certification of Eligibility:	1
Investigations Involving Alleged Misconduct:	363
Investigations Involving Waste or Inefficiency:	0

Placed On File -- ANNUAL REPORT OF POLICEMEN'S
ANNUITY AND BENEFIT FUND.

Also, the Annual Actuarial Statement of the Policemen's Annuity and Benefit Fund of Chicago, submitted by Mr. James B. Waters, Jr., Executive Director, as prepared by Mr. Norman S. Losk, Actuary with The Wyatt Company, for the year ending December 31, 1990 together with the Audited Financial Statements of the Policemen's Annuity and Benefit Fund of Chicago as prepared by Hill, Taylor and Company, certified public accountants, which were *Placed on File*.

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

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

[List of voucher payments printed on page 3233
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 28, 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 July 24, 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 28, 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.

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COMMUNICATIONS, ETC.

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PERSONAL SERVICES PAID BY VOUCHER JUNE, 1991

NAME	ADDRESS	DEPT.	TITLE	ACCT.	RATE	JUNE, 1991
Buruch, Charles	7409 W. 161st Pl.	Fire	Fireman	100	554.79	554.79
Hanrahan, Richard	10639 S. St. Louis	Fire	Fireman	100	9,472.44	9,472.44
King, Williams	3231 S. Princeton	Fire	Fireman	100	412.54	412.54
Stricker, Bernard	10400 S. Spaulding	Fire	Fireman	100	9,135.52	9,135.52
Sullivan, James	9921 S. Maplewood	Fire	Fireman	100	8,167.88	8,167.88
Goosby, Lawrence	1400 E. 55th Pl.	Insp. Services	Hearing Officer	100	3,630.00	3,630.00
Lollino, Laurie	1919 N. Newland	Insp. Services	Hearing Officer	100	3,575.00	3,575.00
Zelek, Robert	6852 Northwest Hwy	Insp. Services	Hearing Officer	100	33.00	33.00
Meister, Christopher	1444 W. Benwyn	Mayor's Ofc.	Admin. Asst.	100	4,000.00	4,000.00
Mullins, Margaret	2039 Pimmit Dr Falls Church	Mayor's Ofc.	Admin. Asst.	100	1,386.00	1,386.00
Maines, Michael	7157 N. Oriole	Police	Policeman	100	124.96	124.96

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

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

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

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

Abdul Food -- to classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map No. 14-H bounded by:

West 59th Street; a line 50.06 feet east of and parallel to South Honore Street; the alley next south of and parallel to West 59th Street; and South Honore Street.

Automobile Recovery Bureau, Inc. -- to classify as a C2-1 General Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 18-G bounded by:

a line 250 feet north of and parallel to West 77th Street; a line 169 feet east of and parallel to South Ashland Avenue; a line 150 feet north of and parallel to West 77th Street; and South Ashland Avenue.

Chicago Title and Trust, Trust Number 1087719 -- to classify as an R5 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

the alley next south of West Bloomingdale Avenue; North Marshfield Avenue; a line 150.06 feet south of the alley next south of West Bloomingdale Avenue; and the alley next west of North Marshfield Avenue.

Bernard Citron, Attorney for 420 West Grand Limited Partnership -- to classify as a C3-5 Commercial-Manufacturing District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by:

the south line of the east-west alley north of and parallel to West Grand Avenue; thence, a north-south line perpendicular to the line of West Grand Avenue, said line being 463.28 feet west of the west line of North Orleans; thence, the north line of West Grand Avenue; thence, the east line of West Kingsbury Street to the point of beginning.

Clarendon Food Mart, Inc. -- to classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 11-F bounded by:

a line 109.50 feet north of and parallel to West Gordon Terrace; a line 100 feet east of and parallel to North Clarendon Avenue; West Gordon Terrace; and North Clarendon Avenue.

Clybourn-Wolcott Limited Partnership -- to classify as a B4-5 Restricted Service District instead of an M2-3 General Manufacturing District the area shown on Map No. 7-H bounded by:

a line 1,515.57 feet southeasterly of the intersection of West Diversey Avenue and North Clybourn Avenue as measured along the southwesterly line of North Clybourn Avenue and running to a point southwesterly and perpendicular to North Clybourn Avenue 376.05 feet; a line running northwesterly forming an angle of 90 degrees, 16 minutes from northeasterly to northwesterly with the last described line 38 feet; a line running northeasterly forming an angle of 90 degrees, 9 minutes, 30 seconds from southeasterly to northeasterly with the last described line 57.55 feet; a line running northwesterly forming an angle of 90 degrees, 9 minutes, 30 seconds from southwesterly to northwesterly with the last described line 83.65 feet; a line running northwesterly forming an angle of 157 degrees, 33 minutes, 30 seconds from southeasterly to east to northwesterly with the last described line 36.31 feet; a line running northeasterly forming an angle of 83 degrees, 40 minutes, 30 seconds from southeasterly to east to northeasterly with the last described line 53.17 feet; a line from the last point perpendicular to North Clybourn Avenue to a point 120 feet southwest of the southwest line of North Clybourn Avenue; a line parallel to and 120 feet southwest of the southwest line of North Clybourn Avenue; a line 1,486.07 feet southeasterly of the intersection of West Diversey Avenue and North Clybourn Avenue as measured along the

southwesterly line of North Clybourn Avenue; and North Clybourn Avenue.

Corporate Medical Buildings, Inc. -- to classify as a B3-4 General Retail District instead of a B4-3 Restricted Service District the area shown on Map No. 5-F bounded by:

a line 374 feet northwest of the intersection of West Webster Avenue and North Larrabee Street, as measured along the southwesterly line of North Lincoln Avenue; North Lincoln Avenue; a line 299 feet northwest of the intersection of West Webster Avenue and North Larrabee Street, as measured along the southwesterly line of North Lincoln Avenue; the alley next southwest of and parallel to North Lincoln Avenue; and the alley next north of and parallel to West Webster Avenue.

The Harlem-Irving Companies, Inc. -- to classify as Residential Business Planned Development No. 441, as amended, instead of Residential Business Planned Development No. 441 the area shown on Map No. 11-N bounded by:

a line 977.73 feet north of and parallel with the north line of West Irving Park Road; North Narragansett Avenue; West Irving Park Road; a line 1,111.00 feet west of and parallel with the west line of North Narragansett Avenue; a line 125 feet north of and parallel with the north line of West Irving Park Road; a line 25 feet east of and concentric and parallel with the former center line of railroad track (C.M. St. P. & P. R.R.); a line 887.09 feet north of and parallel with the north line of West Irving Park Road; and a line 665.05 feet west of and parallel with North Narragansett Avenue.

The Hassinger Companies -- to classify as Residential Business Planned Development No. 95, as amended, instead of Residential Business Planned Development No. 95 the area shown on Map No. 5-F bounded by:

West Dickens Avenue; North Sedgwick Street; West Armitage Avenue; a line 166.15 feet east of North Cleveland Avenue; North Lincoln Avenue; a line 48.6 feet south of West Dickens Avenue; a line 487.1 feet west of North Sedgwick Street; a line 39.6 feet south of West Dickens Avenue; and a line 403.1 feet west of North Sedgwick Street.

Cary Kerbel and Kenneth F. Brinkman, Jr. -- to classify as an R6 General Residence District instead of an R4 General Residence District the area shown on Map No. 7-G bounded by:

West Barry Avenue; North Kenmore Avenue, a line approximately 97.50 feet north of West Barry Avenue; and a line approximately 100 feet west of North Kenmore Avenue.

LaSalle National Bank, Trust Number 113865 -- to classify as an R5 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 5-H bounded by:

a line 145.63 feet north of the alley next north of West Wabansia Avenue; North Marshfield Avenue; the alley next north of West Wabansia Avenue; and the alley next west of North Marshfield Avenue.

Pontarelli Builders, Inc. and Norwood Builders, Inc. -- to classify as a B1-3 Local Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 13-M bounded by:

West Ainslie Street; North Central Avenue; West Gunnison Street; and the alley next west of and parallel to North Central Avenue.

Public Building Commission of Chicago -- to classify as an Institutional Planned Development No. ____ instead of an R1 Single-Family Residence District the area shown on Map No. 16-D bounded by:

South Pulaski Road on the west; South Hamlin Avenue on the east; West 111th Street on the north; and West 115th Street on the south.

Harvey J. Shein -- to classify as a C3-6 Commercial-Manufacturing District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by:

the alley next south of and parallel to West Lake Street; North Jefferson Street; West Randolph Street; and West Desplaines Street.

Southeast Congregation of Jehovah's Witnesses -- to classify as an R2 Single-Family Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 24-B bounded by:

East 98th Street; the alley next east of South Torrence Avenue; East 99th Street; and South Torrence Avenue.

Walton Realty Company, Incorporated -- to classify as a Residential Planned Development instead of an R6 General Residence District the area shown on Map No. 16-C bounded by:

a line 122 feet north of East 70th Place; South South Shore Drive; East 70th Place; and the alley next west of and parallel to South South Shore Drive.

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:

Action Auto Rental, Inc. and Duane Prais, Albert Andrea, Allen Randell, Allstate Insurance Company (5) Seymour Battle, Jean Hodges, Jane Jones, John W. McDonald and Rafael Rodriguez, Amati Mark, American Ambassador Casualty Company and Jose Morales, American Family Insurance and Barbara and Tom Riley, American Indemnity Group and John G. Davis, American Service Insurance (2) Julio Jimbo and Kristia Mathews, Amiji Mansoor, Aylesworth John M.;

Bae Jun Hyung, Baker Jill, Baker Theodore, Barber Vida, Barreto Jose, Bogan Nadine, Borchardt Ronald, Brodsky Eric, Buitrago Gloria;

Caffey Christine, Cantwell Clotilda, Carlson Darrell, Chapman Juanita, Cipriano Michael and Beth Archbold, Ciss Donald S., Citizens Insurance Company of America and Richard Hoos, C & L Petroleum Company and Helen Crawley, Coleman Christine, Collier Barbara, Colonial Penn Franklin Insurance (2) Veda Coleman and Verlene Martin, Cortez Jesus, Creighton John, Curtis Edward;

Dahlman Jack, Dapper Joan Marie, Davis Cornelia, Derbes David, DiGiacomo Victoria, D'Onofrio Eugene;

Esposito Robert, Esteghamat Shahnaz;

Fabuluje Titus, Faulkner Marie, Fears Fines, Ferrari Ronald, Field Mildred, Fields Jimette, Fioravanti Laura, Frailey Clara, Fullman Shevon (2);

Gallagher Bassett Services and Catholic Charities, Garza Kiki, Gentle Ernest, Gerakaris Andy, Gibson Maureen, Girovich Howard, Gore David, Gross D. O. David, Gunterberg Robert, Guzman Maria;

Harris Hattie, Harris Patricia, Harris Willie, Hayes Jutta U., Helms Harvey, Henderson Marian, Heyden Michelle, Hicks Earl, Hofman Eva, Holdeman Donald, Hulit Douglas;

Illinois Bell Telephone Company;

Jacek Robert, Jeffries John, Johnson Thomas E., Jones Adrian, Jones Marvin, Jose Timmy;

Kachel Joelle, Kairouf Gabriel, Kawa Kazimiera, Kelleher Garrett, Kepchar Alexis, Khan Bashir, Klein Henry, Knysch Deborah, Kramer Stephen;

Lakeside Management Company, La Rocco Deborah, Las Cola Ignatius, Lehmann Mark, Lenehan Patricia, Lewis James, Leyden Michael, Liberty Mutual (5) Kathryn Montgomery, Christopher Napier, Brian S. Norris, Arris Veronie and Inez K. White;

Marshall Bessie, Mason Bennie and Lois, McCandliss Bruce, McFadden Louise, Medi-Labs Limited, Medwar Richard, Metoyer Bernard, Miles Ronald, Monroe Roxie (2), Morris Clara, Mucha Jeffrey;

Nelson Hardy;

Odisho Joseph, Ogletree Lillie; Pagoria Nick, Pajak Chris, Pancer James, Patterson Jennifer and Roosevelt, Pearson Kirby and Karen L., Peoples Gas Light & Coke Company (12), Per Teresa, Peterson Scott, Power John S., Pressley Beulah, Puder Richard;

Quiles Orlando;

Reardon Kerry, Rhodes Willie, Robinson III Leon, Rodes William, Rooding Ronald, Rose Marsha, Rose Wade, Ross Stanley, Rudnick Roland;

Sanchez Armando, Sandoval Juan, Sands Al, Sarmiento Sandra, Saucedo Juan, Sentry Insurance and Kathleen Todd, Silva Rose Ann, Smith Timothy, Soto Angelo, Spinner Nina, Stano Adam, State Farm Insurance Company (6) Louis Chalmers Giddens, Lisa Gockley, Sam Johnson, Thomas Johnson, Kathleen McClure and Carol Wasko, Stenberg Virginia, Stuart-Hooper Company, Stone Adam, Susnjara John, Suspeck Louis;

Tasch William, Taylor Homer, Tehrani Dennis, Tenuta Barbara J., Termini Susan, Thein Christine, Thomas J.T., Troupe Willie, Trusz Stephanie, Tudor Adrian;

United Life Church, United Services Automobile Association (2) Mark McGuire and Mitchell Skroski;

Vasilatos J.;

Ware Marie, Washington Eli, Washington Lucille, Webb Jr. Robert, Weddington Arnold, Williams Charlene, Williams Debra, Willis Derrick, Woznicki James, Wright Brian, Wu Chau;

Young Henry.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF WALT DISNEY
BIRTHPLACE AS CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under date of July 15, 1991, transmitting the recommendation that the birthplace of Mr. Walt Disney, located at 2156 North Tripp Avenue, be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- REQUEST THAT OFFICE OF CABLE COMMUNICATIONS
PROVIDE ASSISTANCE IN DISPUTE BETWEEN 1335 ASTOR
COOPERATIVE BUILDING, INC., CHICAGO CABLE TV
AND JOHN BURNS CONSTRUCTION
COMPANY.

Also, received from Alderman Eisendrath (43rd Ward), a communication from Mr. Jeffrey Zydlo, Property Supervisor, La Thomas & Co., Inc., addressed to Ms. Joyce Gallagher, Cable Administrator, Office of Cable Communications, requesting assistance in assuring that Chicago Cable TV and the John Burns Construction Company keep their commitment to repair the parking area of the 1335 Astor Cooperative Building, Inc., damaged as a result of cable-related construction, which was *Referred to the Committee on Finance.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**AUTHORIZATION FOR YEAR 1992 BUDGET AND
TAX LEVY FOR SPECIAL SERVICE
AREA NUMBER THREE.**

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the transmitting of the 1992 Budget and Tax Levy for Special Service Area Number 3 in the general area of 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st Street to 64th Street, for the amount of \$290,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area wholly or partially fronting on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st Street to 64th Street, for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 3"; that by ordinance adopted July 13, 1988, the City Council authorized the continuation of the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of one and twenty-five one hundredths percent (1.25%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance authorizing the continuation of the services tax within Special Service Area Number 3 provided for the reappointment of the Chicago Southwest Business Growth Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for said special service area and further to advise the Mayor and the City Council regarding the services tax to be levied against the taxable property within said special service area; that the Chicago Southwest Business Growth Area Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the

City Council its recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 3 for the fiscal year commencing January 1, 1992, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 3 for the tax year 1991 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 3, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

Chicago Southwest Business Growth Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 1992 and ending December 31, 1992.

Expenditures.

Administrative Fees	\$104,800
Postage	1,400
Auditing	2,200
Legal Fees	7,500
Advertising/Promotions	55,000
Subscription/Dues	200
Insurance	5,200
Transportation	1,000
Supplies	2,000

Contingency Fund	\$ 20,000
Development Costs	26,200
Maintenance/Appearance	42,500
Contractual Services	5,000
Seminars and Workshops	2,000
Security/Crime Prevention	<u>15,000</u>
Total Budget Request:	\$290,000

Source Of Funding.

Tax levy at a rate not to exceed one and twenty-five one hundredths of one percent (1.25%) of the assessed value, as equalized, of taxable property within Special Service Area Number 3.	\$290,000

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of ordinances adopted on October 31, 1983 and July 13, 1988, establishing and continuing City of Chicago Special Service Area Number 3, the sum of \$290,000 as the amount of the services tax for the tax year 1991 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 3.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1991 against all the taxable property within the territory located within City of Chicago Special Service Area Number 3, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property

within said special service area and said services tax shall not exceed an annual rate of one and twenty-five one-hundredths percent (1.25%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORIZATION FOR YEAR 1992 BUDGET AND
TAX LEVY FOR SPECIAL SERVICE
AREA NUMBER FOUR.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1992 Budget and Tax Levy for Special Service Area Number 4 in the general area of 95th Street, from Western Avenue to Ashland Avenue, in the amount of \$55,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.) in and for that part of the City of Chicago in the area bounded by Western Avenue on the west, Ashland Avenue on the east and fronting on 95th Street on both north and south sides for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 4"; that by ordinance adopted July 27, 1988, the City Council authorized the continuation of the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of two percent (2%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance authorizing the continuation of Special Service Area Number 4 provided for the reappointment of the 95th Street Special Service Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for said special service area and further to advise the Mayor and the City Council regarding the services tax to be levied against the taxable property within said special service area; that the 95th Street Special Service Area Commission has been duly appointed and qualified and has heretofore

prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in said Special Service Area Number 4 for the fiscal year commencing January 1, 1992, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 4 for the tax year 1991 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 4, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

95th Street/Beverly

Special Service Area Budget.

For the fiscal year beginning January 1, 1992 and ending December 31, 1992.

Expenditures.

Administrative Fees	\$ 19,075
Postage	500
Auditing	500
Printing	1,000
Advertising/Promotions	7,500
Insurance	1,000
Telephone	800
Supplies	500
Marketing	3,000

Beautification	\$ 4,500
Snow Plowing	1,000
Security	3,500
Seasonal Decorations	2,000
Christmas Decorations	10,000
Meetings	<u>125</u>
Total Budget Request:	\$ 55,000

Source Of Funding.

Tax levy at a rate not to exceed two percent (2%) of the assessed value, as equalized, of taxable property within Special Service Area Number 4.	\$ 55,000

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of ordinances adopted on October 31, 1983 and July 27, 1988, establishing and continuing City of Chicago Special Service Area Number 4, the sum of \$55,000 as the amount of the services tax for the tax year 1991 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 4.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1991 against all the taxable property within the territory located within City of Chicago Special Service Area Number 4, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property

within said special service area and said services tax shall not exceed an annual rate of two percent (2%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORIZATION FOR YEAR 1992 BUDGET AND
TAX LEVY FOR SPECIAL SERVICE
AREA NUMBER FIVE.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1992 Budget and Tax Levy for Special Service Area Number 5 in the general area of South Commercial Avenue, from 87th Street to South Chicago Avenue; on East 91st Street and 92nd Street, from South Exchange Avenue to South Houston Avenue, in the amount of \$241,200, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area fronting wholly or in part on South Commercial Avenue, from 87th Street to South Chicago Avenue; on East 91st Street from South Exchange Avenue to South Houston Avenue; and on East 92nd Street from South Exchange Avenue to South Houston Avenue for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 5"; that the ordinance creating Special Service Area Number 5 authorized the levy of a special annual tax on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include vaulted sidewalk reconstruction and maintenance to the public way, snow removal and sidewalk sweeping, and may include, but are not limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities, and other technical assistance activities to promote commercial and economic development; provided that said special annual tax shall not exceed an annual rate of three percent (3%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance creating Special Service Area Number 5 provided for the appointment of the Commercial Avenue Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for said special service area and further to advise the Mayor and the City Council regarding the special annual tax to

be levied against the taxable property within said special service area; that the Commercial Avenue Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in said Special Service Area Number 5 for the fiscal year commencing January 1, 1992, and has further advised the Mayor and the City Council concerning the special annual tax necessary to be levied in Special Service Area Number 5 for the tax year 1991 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 5, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of a special annual tax against all taxable property within said special service area, indicated as follows:

The Commercial Avenue Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 1992 and ending December 31, 1992.

Expenditures.

Administration Fees	\$ 39,000
Auditing	500
Advertising/Promotions	4,000
Transportation Costs	1,000
Reimbursable Expenses	1,200
Development Costs	20,000
Contingency Fund	1,500

Contractual Services	\$ 38,000
Loan Payment, Principal	112,000
Loan Payment, Interest	<u>24,000</u>
Total Budget Request:	\$241,200

Source Of Funding.

Tax levy at a rate not to exceed three percent (3%) of the assessed value, as equalized, of taxable property within Special Service Area Number 5.	\$241,200

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of an ordinance adopted on October 31, 1983, establishing City of Chicago Special Service Area Number 5, the sum of \$241,200 as the amount of the special annual tax for the tax year 1991 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 5.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special annual tax herein provided for, said special annual tax to be extended for collection by the County Clerk for the tax year 1991 against all the taxable property within the territory located within City of Chicago Special Service Area Number 5, the amount of the special annual tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said special annual tax shall not exceed an annual rate of three percent (3%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which

copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORIZATION FOR YEAR 1992 BUDGET AND
TAX LEVY FOR SPECIAL SERVICE
AREA NUMBER EIGHT.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1992 Budget and Tax Levy for Special Service Area Number 8 in the general area of Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway Avenue, from Diversey Parkway to Cornelia Avenue; on Halsted Street, from Belmont Avenue to Diversey Parkway; and on Clark Street, from Diversey Parkway to Barry Avenue, in the amount of \$150,000.00, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Findings. The City Council of the City of Chicago finds that on September 14, 1988, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.) in and for that part of the City of Chicago consisting of the area wholly or partially fronting on Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway Avenue, from Diversey Parkway to Cornelia Avenue; on Halsted Street, from Belmont Avenue to Diversey Parkway; and on Clark Street, from Diversey Parkway to Barry Avenue for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 8"; that the ordinance creating said area authorized the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of forty-one one-hundredths of one percent (.41%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance creating Special Service Area Number 8 provided for the appointment of the Lake View East Special Service Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for said special service area and further to advise the Mayor and the City Council regarding the services tax to be levied against the taxable property within said special service area; that the Lake View East Special Service Area Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of

Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 8 for the fiscal year commencing January 1, 1992, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 8 for the tax year 1991 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 8, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

Greater Lakeview East Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 1992 and ending December 31, 1992.

Expenditures.

Administrative Fees	\$ 69,000
Accounting	1,200
Auditing	500
Publications	3,000
Advertising/Promotions	22,300
Contingency Fund	10,000
S.S.A. Reconstitution	11,300
Consultant Fees	5,000
Trash Container Replacement	4,500

Retail Site Marketing	\$ 2,000
Street Banner Maintenance	2,000
Streetscape Improvements	10,000
Street Maintenance Supplies	5,000
Brochure	200
Contractual Services	2,000
Educational Seminars	<u>2,000</u>

Total Budget Request: \$150,000

Source Of Funding.

Tax levy at a rate not to exceed
forty-one one-hundredths of one
percent (.41%) of the assessed value,
as equalized, of taxable property
within Special Service Area
Number 8. \$150,000

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of an ordinance adopted on September 14, 1988, establishing City of Chicago Special Service Area Number 8, the sum of \$150,000 as the amount of the services tax for the tax year 1991 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 8.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1991 against all the taxable property within the territory located within City of Chicago Special Service Area Number 8,

the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of forty-one one-hundredths of one percent (.41%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORIZATION FOR YEAR 1992 BUDGET AND TAX
LEVY FOR SPECIAL SERVICE AREA
NUMBER TEN.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1992 Budget and Tax Levy for Special Service Area Number 10 in the general area of 47th Street, from the Conrail Railroad tracks to Loomis Avenue; and on Ashland Avenue, from the Conrail Railroad tracks to 49th Street, in the amount of \$350,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Findings. The City Council of the City of Chicago finds that on September 13, 1989, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area fronting in whole or in part on 47th Street from the Conrail Railroad tracks on the west (2200 west) to Loomis Avenue on the east and on Ashland Avenue from the Conrail Railroad tracks on the north (4000 south) to 49th Street on the south for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 10"; that the ordinance creating said area authorized the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of one and ninety one-hundredths of one percent (1.90%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance creating Special Service Area Number 10 provided for the appointment of the Back of the Yards Special Service Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the services tax to be levied against the taxable property within such special

service area; that the Back of the Yards Special Service Area Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 10 for the fiscal year commencing January 1, 1992, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 10 for the tax year 1991 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 10, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

Back Of The Yards Service Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 1992 and ending December 31, 1992.

Expenditures.

Administrative Fees	\$ 58,607
Postage	1,500
Auditing	3,000
Legal Fees	5,000
Publications	5,000
Advertising/Promotions	65,000
Subscriptions/Dues	1,000
Insurance	5,000

Transportation Costs	\$ 1,000
Supplies	1,200
Contingency Fund	17,429
Contractual Services	135,264
Shuttle Bus Program	<u>51,000</u>
Total Budget Request:	\$350,000

Source Of Funding.

Tax levy at a rate not to exceed one and ninety one hundredths of one percent (1.90%) of the assessed value, as equalized, of taxable property within Special Service Area Number 10.	\$350,000

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat., Chapter 120, Section 1301, et seq.), and pursuant to the provisions of an ordinance adopted on September 13, 1989, creating City of Chicago Special Service Area Number 10, the sum of \$350,000 as the amount of the services tax for the tax year 1991 to be levied against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 10.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1991 against all the taxable property within the territory located within City of Chicago Special Service Area Number 10, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not

exceed an annual rate of one and ninety one hundredths of one percent (1.90%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORIZATION FOR YEAR 1992 BUDGET AND
TAX LEVY FOR SPECIAL SERVICE
AREA NUMBER ELEVEN.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1992 Budget and Tax Levy for Special Service Area Number 11 in the general area of 61st Street to 66th Street and from Lowe Avenue to Morgan Street, in the amount of \$279,600, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Findings. The City Council of the City of Chicago finds that by ordinances adopted July 27, 1988 and September 14, 1988, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago consisting of the area bounded by 61st Street on the north, 66th Street on the south, Lowe Avenue on the east and Morgan Street on the west for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 11"; that the ordinance creating Special Service Area Number 11 authorized the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; that by ordinance adopted September 13, 1989, the City Council of the City of Chicago ratified the creation of Special Service Area Number 11 and increased the maximum rate of said services tax from .65% to 3% of the assessed value, as equalized, of the taxable property within the special service area; that said ordinance has heretofore been filed with the Clerk of Cook County along with an accurate map of said area; that the City of Chicago is authorized to levy the services tax in Special Service Area Number 11 for the same year said ordinance and map are filed with the Clerk of Cook County; that said ordinance provided for the appointment of the Greater Englewood Special Service Area Commission for

the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the services tax to be levied against the taxable property within such special service area; that the Greater Englewood Special Service Area Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 11 for the fiscal year commencing January 1, 1992, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 11 for the tax year 1991 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 11, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

Greater Englewood Development Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 1992 and ending December 31, 1992.

Expenditures.

Administrative Fees	\$17,400
Auditing	3,000
Legal Fees	6,000
Advertising/Promotional	30,000
Rent	9,600

Rental/Repair of Equipment	\$ 1,500
Insurance	3,800
Telephone	400
Transportation Costs	500
Contingency Fund	50,600
Contractual Services	83,500
Gas	1,500
Electric	2,600
Office Alarm System	1,200
Allowance for Loss of Uncollected Taxes	<u>68,000</u>
Total Budget Request:	\$279,600

Source Of Funding.

Tax levy at a rate not to exceed three percent (3%) of the assessed value, as equalized, of taxable property within Special Service Area Number 11.	\$279,600

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of ordinances creating Special Service Area Number 11 adopted on July 27, 1988 and amended on September 14, 1988 and by ordinance adopted on September 13, 1989, ratifying the creation of City of Chicago Special Service Area Number 11, the sum of \$279,600 as the amount of the services tax for the tax year 1991 to be levied against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 11.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1991 against all the taxable property within the territory located within City of Chicago Special Service Area Number 11, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of three percent (3%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AUTHORIZATION FOR CREATION OF SPECIAL SERVICE AREA
NUMBER THIRTEEN GENERALLY BOUNDED BY WEST
PERSHING ROAD TO WEST 47TH STREET AND
SOUTH ASHLAND AVENUE TO SOUTH
HALSTED STREET.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the creation of Special Service Area Number 13 in the general area of Pershing Road to 47th Street and Ashland Avenue to 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 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, Special service areas may be established pursuant to Article VII, Sections 6 (L) (2) and 7 (6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" Ill. Rev. Stat., Chapter 120, Section 1301, et seq., and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, On June 12, 1991, the City Council of the City of Chicago adopted an ordinance proposing the creation of an area located within the City of Chicago to be known and designated as "City of Chicago Special Service Area Number 13" and the levy of a special annual services tax (the "services tax") for a period of twenty years upon the taxable property therein; and

WHEREAS, Pursuant to said ordinance, proper notice was given and a public hearing was held on July 9, 1991, at which hearing the creation of Special Service Area Number 13 and the levy of the services tax for a period of twenty years was considered and all interested persons affected thereby

were allowed to file written objections thereto and to be heard orally thereon regarding said matters; and

WHEREAS, After considering the date as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest to create Special Service Area Number 13 and to authorize the levy of the services tax within said area for a period of twenty years for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal industrial district for the surrounding neighborhood; that local industrial development programming is critical to maintaining and creating jobs and promoting neighborhood revitalization and stability; that the area is zoned to permit industrial uses and that the area will benefit from the special services provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interest of the City of Chicago that the creation of Special Service Area Number 13 and the levy of the services tax for a period of twenty years against the taxable property therein for the services to be provided be considered; now, therefore,

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

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

SECTION 2. There is hereby created the area located within the City of Chicago to be known and designated as "City of Chicago Special Service Area Number 13" and the levy of a special annual services tax (the "services tax") authorized upon the taxable property therein for a period of twenty years. Said area shall consist of the territory within the area described herein and incorporated hereto as Exhibit 1. An accurate map of said area is attached hereto and made part hereof as Exhibit 2.

SECTION 3. The purpose of Special Service Area Number 13 is to provide special services to the area in addition to services provided by and to the City generally; said services to include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote industrial and economic development. The services tax authorized to be levied against the taxable property included within Special Service Area Number 13 for a period of twenty years shall be levied in an amount sufficient to produce revenues required to provide special services therein. Said services tax shall not exceed the sum of one and ninety one-hundredths of one percent (1.90%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the

Stockyards Special Service Area Commission as described in Section 4 hereof.

SECTION 4. The Stockyards Special Service Area Commission consisting of seven members is hereby established (the "Commission"). The Mayor, subject to the approval of the City Council, shall appoint the seven Commission members from lists of nominees submitted by the Back of the Yards Neighborhood Council and the Back of the Yards Business Association. Of the initial Commission members, four members shall be appointed to serve four-year terms and three members shall be appointed to serve two-year terms. Successors shall be appointed to four-year terms beginning January 1 of the year following the date when their predecessor's terms were scheduled to expire. Commission members shall serve until their successors are appointed and approved. Commission members shall serve at the pleasure of the Mayor. In the event of a vacancy on the Commission due to the resignation, death, removal by the Mayor, legal disability, inability to serve, or other reason of a Commission member, the Mayor, subject to the approval of the City Council, shall make an appointment to fill the vacancy for the unexpired term.

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

Not later than July 15 of each year the Commission shall recommend and submit an annual budget for the next fiscal year, which fiscal year shall coincide with the calendar year. The proposed budget shall be transmitted to the Commissioner of the Department of Economic Development who shall transmit it to the City Council for consideration. The proposed budget shall recommend the rate or amount of the services tax that shall be levied to provide the special services provided that the maximum rate shall not exceed one and ninety one hundredths of one percent (1.90%). Prior to the initial appointment of the Commission, the budget and services tax recommendations shall be performed by the Commissioner of the Department of Economic Development or his designee and shall be submitted as soon as possible after the creation of the area. The Commission shall have the power, subject to the prior approval of the Commissioner of the Department of Economic Development, to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services therein. The Commission shall establish bylaws for its procedural operation, employ necessary personnel and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development and the Comptroller shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 5. The City Clerk is hereby ordered and directed to file in the Office of the Cook County Clerk and in the Office of the Recorder of Cook County, Illinois, certified copies of this ordinance containing a description of the area.

SECTION 6. This ordinance shall become effective from and after its passage and the filing of a certified copy of this ordinance in the Office of the Recorder of Cook County, Illinois, as provided in Section 5 of this ordinance unless within 60 days from July 9, 1991, a petition signed by at least 51% of the electors residing within Special Service Area Number 13 and by at least 51% of the owners of record of the land included within the boundaries of said area, as determined as of July 9, 1991, objecting to the creation of Special Service Area Number 13 or the levy of the services tax therein, is filed with the City Clerk, in which instance no such area shall be created and no such services tax shall be levied.

[Exhibit 2 attached to this ordinance printed on
page 3273 of this Journal.]

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Certain parcels of land located in Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, which certain parcels together with certain streets, alleys and other public ways all taken together as one whole and contiguous tract of land is bounded and described as follows:

beginning at the northwest corner of said Section 5, and running; thence south along the west line of Section 5, a distance of 1,323.28 feet to an intersection with the westward extension of the north line of Private Street No. 1; thence east along said westward extension and along said north line of Private Street No. 1 (said north line being 50.00 feet north of and parallel with the north line of Lot 30 in Block 2 in the plat of Packer's Fifth Addition) a distance of 330.00 feet to an intersection with the northward extension of the west line of Private Street No. 4; thence south along said northward extension and along the west line of Private Street No. 4 (said west line being also the east line of Lots 1 through 15 in said Block 2 in the plat of Packer's Fifth Addition) a distance of 471.00 feet to an intersection with the south line of Private Street No. 2

in said Packer's Fifth Addition; thence west along said south line a distance of 279.98 feet to an intersection with the east line of South Ashland Avenue, as widened; thence south along said east line, as widened, to the south line of West 43rd Street, as widened; thence east along said south line a distance of 181.08 feet; thence south along a line parallel with the east line of South Ashland Avenue, as widened, a distance of 29.59 feet; thence southwestwardly along an arc of a circle, convex to the northwest and having a radius of 248.00 feet, an arc distance of 71.05 feet to a point which is 143.52 feet east of the east line of South Ashland Avenue, as widened; thence southwestwardly along a straight line a distance of 6.04 feet to a point 141.08 feet east of the east line of South Ashland Avenue, as widened; thence southwestwardly along an arc of a circle, convex to the northwest and having a radius of 88.44 feet, an arc distance of 54.68 feet to an intersection with a line which is 126.50 feet east of the east line of South Ashland Avenue, as widened; thence south along the last described parallel line, a distance of 255.80 feet; thence west along a straight line, a distance of 126.50 feet to the east line of South Ashland Avenue, as widened; thence south along said east line a distance of 248.00 feet to the south line of West 44th Street; thence east along said south line a distance of 140.81 feet; thence south along a line parallel with said east line of South Ashland Avenue, as widened, a distance of 255.12 feet; thence west along a straight line to an intersection with a line which is 125.00 feet east of and parallel with said east line of South Ashland Avenue, as widened; thence south along the last described parallel line, a distance of 379.25 feet to an intersection with the south line of the north half of the southwest quarter of said Section 5, said line being also a line 33.00 feet north of and parallel with the south line of West 45th Street; thence east along said parallel line a distance of 1,149.40 feet to an intersection with the east line of the west half of said southwest quarter, said line being also a line 33.00 feet east of and parallel with the west line of South Loomis Street; thence south along said parallel line to a point which is 341.16 feet north of the north line of West 47th Street; thence southeast along a straight line a distance of 69.70 feet; thence southeastwardly along an arc of a circle, convex to the southwest and having a radius of 383.00 feet, an arc distance of 235.08 feet; thence southeastwardly along an arc of a circle, convex to the southwest and having a radius of 655.00 feet, an arc distance of 213.69 feet to a point which is 364.46 feet east of said east line of the west half of said southwest quarter of Section 5; thence south along a straight line a distance of 33.00 feet to the south line of said Section 5, being also the center line of West 47th Street; thence east along said south line of Section 5 a distance of 3,610.61 feet to the southeast corner of Section 5; thence north along the east line of Section 5, being also a line 40.00 feet east of the east line of South Halsted Avenue, a distance of 5,321.10 feet to the northeast corner of said Section 5; thence west along said north line of Section 5 a distance of 5,284.32 feet to the point of beginning.

Excluding from the above described boundaries the properties commonly identified as follows:

Parcel Nos.: 20-05-100-003

20-05-100-004

20-05-100-005

20-05-100-006

20-05-100-007

20-05-100-008

20-05-100-009

20-05-100-010

20-05-100-013

20-05-100-015

20-05-100-016

20-05-100-017

20-05-102-046

20-05-102-047

20-05-200-098

20-05-200-100

20-05-400-003

20-05-400-004

20-05-400-006

20-05-400-007

20-05-400-009

20-05-400-011

20-05-400-012

20-05-400-014

20-05-400-016

Also excepting from the above described boundaries, all tax exempt properties and all railroad lands as identified by the Cook County Assessor's Office.

AUTHORIZATION FOR YEAR 1992 BUDGET AND
TAX LEVY FOR SPECIAL SERVICE
AREA NUMBER THIRTEEN.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1992 Budget and Tax Levy for Special Service Area Number 13 in the general area of Pershing Road to 47th Street and Ashland Avenue to Halsted Street, in the amount of \$291,780, 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.

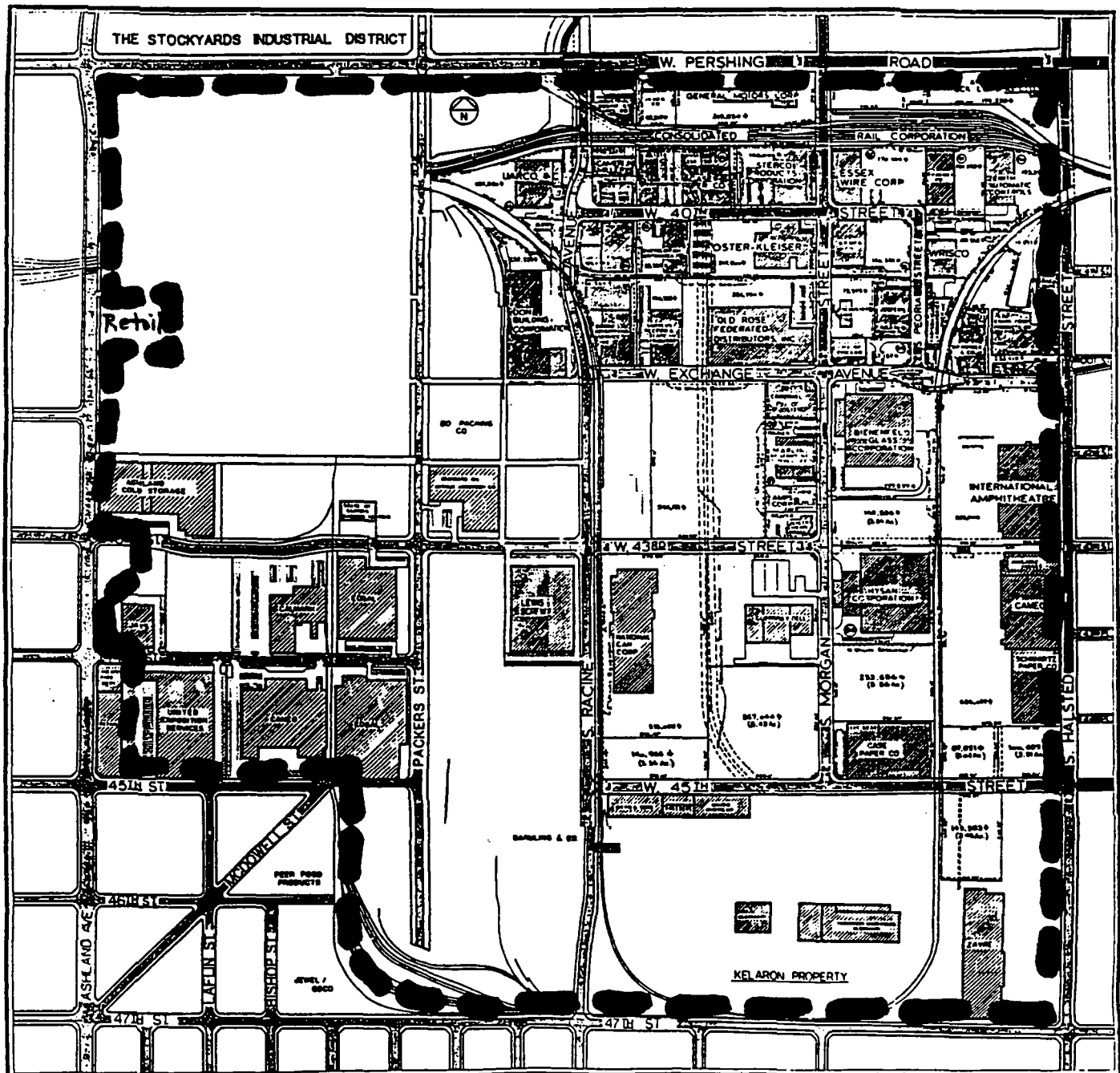
Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 3274)

EXHIBIT 2

STOCKYARDS SPECIAL SERVICE AREA (SSA #13)



(Continued from page 3272)

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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Findings. The City Council of the City of Chicago finds that on July 24, 1991, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago bounded by Pershing Road on the north; 47th Street on the south; Ashland Avenue on the west; and Halsted Street on the east for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 13"; that the ordinance creating said area authorized the levy of a special annual services tax (the "services tax") for a twenty-year period on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not to be limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote industrial and economic development; provided that said services tax shall not exceed an annual rate of one and ninety one hundredths of one percent (1.90%) of the assessed value, as equalized, of the taxable property within the special service area; that the Commissioner of the Department of Economic Development or his designee has heretofore transmitted to the City Council his recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 13 for the fiscal year commencing January 1, 1992, and the services tax necessary to be

levied in Special Service Area Number 13 for the tax year 1991 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 13, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

Stockyards Special Service Area Commission

Special Service Area Budget.

For the fiscal year beginning January 1, 1992 and ending December 31, 1992.

Expenditures.

Administrative Fees	\$ 15,000
Auditing	3,000
Insurance	2,305
Supplies	1,300
Repayment of Account Expenses	17,695
Contingency Fund	25,000
Contractual Services	<u>227,480</u>
Total Budget Request:	\$291,780

Source Of Funding.

Tax levy at a rate not to exceed one and ninety one hundredths of one percent (1.90%) of the assessed value, as equalized, of taxable property within Special Service Area Number 13.

\$291,780

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of an ordinance adopted on July 24, 1991, creating City of Chicago Special Service Area Number 13, the sum of \$291,780 as the amount of the services tax for the tax year 1991 to be levied against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 13.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1991 against all the taxable property within the territory located within City of Chicago Special Service Area Number 13, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of one and ninety one hundredths of one percent (1.90%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. If a petition signed by at least 51% of the electors residing within the boundaries of Special Service Area Number 13 and by at least 51% of the owners of record of the land included within the boundaries of said area, objecting to the creation of Special Service Area Number 13 and the levy of the services tax therein, is filed with the City Clerk within 60

days following the final adjournment of the public hearing on July 9, 1991, no such area shall be created and no such tax shall be levied.

SECTION 7. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ISSUANCE
AND SALE OF GENERAL OBLIGATION BONDS, SERIES 1985,
TO ALLOW FOR CONSTRUCTION OF SEAWALLS AND
DEVELOPMENT OF PUBLIC EASEMENTS IN
GOOSE ISLAND INDUSTRIAL DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of an ordinance which authorized the issuance and sale of General Obligation Bonds, Series 1985, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Council (the "City Council") of the City of Chicago (the "City") by ordinance adopted on August 20, 1985, authorized the issuance and sale of General Obligation Bonds, Series 1985 (Council Journal, pages 19568, et seq.) (the "Original Bond Ordinance") for the purpose of funding certain projects specified in Exhibit A to the Original Bond Ordinance; and

WHEREAS, The City Council by ordinance adopted on July 9, 1986 (Council Journal, pages 31793 -- 31794), amended the Original Bond Ordinance (said Original Bond Ordinance, as amended, shall be referred to hereinafter as the "Bond Ordinance") to: (1) create a contingency fund (the "Contingency Fund"), consisting of any funds remaining unspent at the completion of any project described in Exhibit A to the Bond Ordinance to be used, upon the approval of the Budget Director, to meet expenses of any project or program, regardless of the project or program which was the source of said unspent funds, and (2) permit the Budget Director to revise a project, project location or project scope with the approval of the City Council; and

WHEREAS, It is the policy of the City to foster the City's industrial base and to maintain a diversified economy; and

WHEREAS, Continued industrial investment, modernization and expansion depends on a stable and predictable industrial environment; and

WHEREAS, The City is committed to retaining existing industries and encouraging the development of modern industrial park space within the City; and

WHEREAS, Goose Island has been designated by the City as a 145-acre industrial district and certain portions of Goose Island have been designated as a "Planned Manufacturing District"; and

WHEREAS, Charles Levy Circulating Company (the "Company") is a major employer on Goose Island with approximately 280 full-time employees at two facilities occupying a total area of approximately 70,000 square feet located on two parcels of land commonly known as 1140 North Branch Street and 1200 North Branch Street (collectively, the "Properties") at the west end of Goose Island and within the Planned Manufacturing District; and

WHEREAS, Erosion along the Chicago River upon which the western edge of the Properties adjoin has seriously deteriorated the bulkheads protecting the Properties (the "Seawalls"), so that portions of each of the Properties are threatened with cave-ins and other damage detrimental to the conduct of business; and

WHEREAS, The Company is seeking City assistance in restoring, repairing and replacing the Seawalls ("Restoration"); and

WHEREAS, The Company has represented it may relocate its facilities outside the City if the City is unable to provide assistance to the Company; and

WHEREAS, The Company is prepared to dedicate or grant a permanent easement to the City for public use of the 15-foot wide portions of each of the Properties bordering on and sheltered by the Seawalls available for development as "riverwalks," together with a permanent easement for an access route to be developed to connect the riverwalk located at 1200 North Branch Street with the public streets (collectively, the "Easements"); and

WHEREAS, The Company is seeking reimbursement in an amount not exceeding \$500,000 to pay a portion of the costs of Restoration and development of the Easement located at 1200 North Branch Street as a riverwalk (collectively, the "City Projects"); and

WHEREAS, It is in the public interest and for a public purpose that the City use moneys in the Contingency Fund to maintain existing levels of employment and to acquire the Easements for public use through reimbursement of the costs of the City Projects; and

WHEREAS, The City Council desires to allocate not exceeding \$500,000 of moneys in the Contingency Fund for the costs of the City Projects; 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. Exhibit A to the Bond Ordinance is hereby amended to add under the heading "Economic Development", the construction of Seawalls and development of public easements on Goose Island. Unless otherwise

indicated to the contrary herein, all other provisions of the Bond Ordinance shall remain in full force and effect.

SECTION 3. There is hereby appropriated the amount of \$500,000 in the Contingency Fund for the purposes stated in Section 2. The City Comptroller is hereby authorized and directed to reimburse the Company in an amount not to exceed \$500,000 for costs incurred in connection with the City Projects; provided, however, that such reimbursement shall be limited to those costs for which the Company furnishes evidence to the satisfaction of the City Comptroller and the Corporation Counsel that such costs were expended for the City Projects, were paid by the Company and were reasonable in amount.

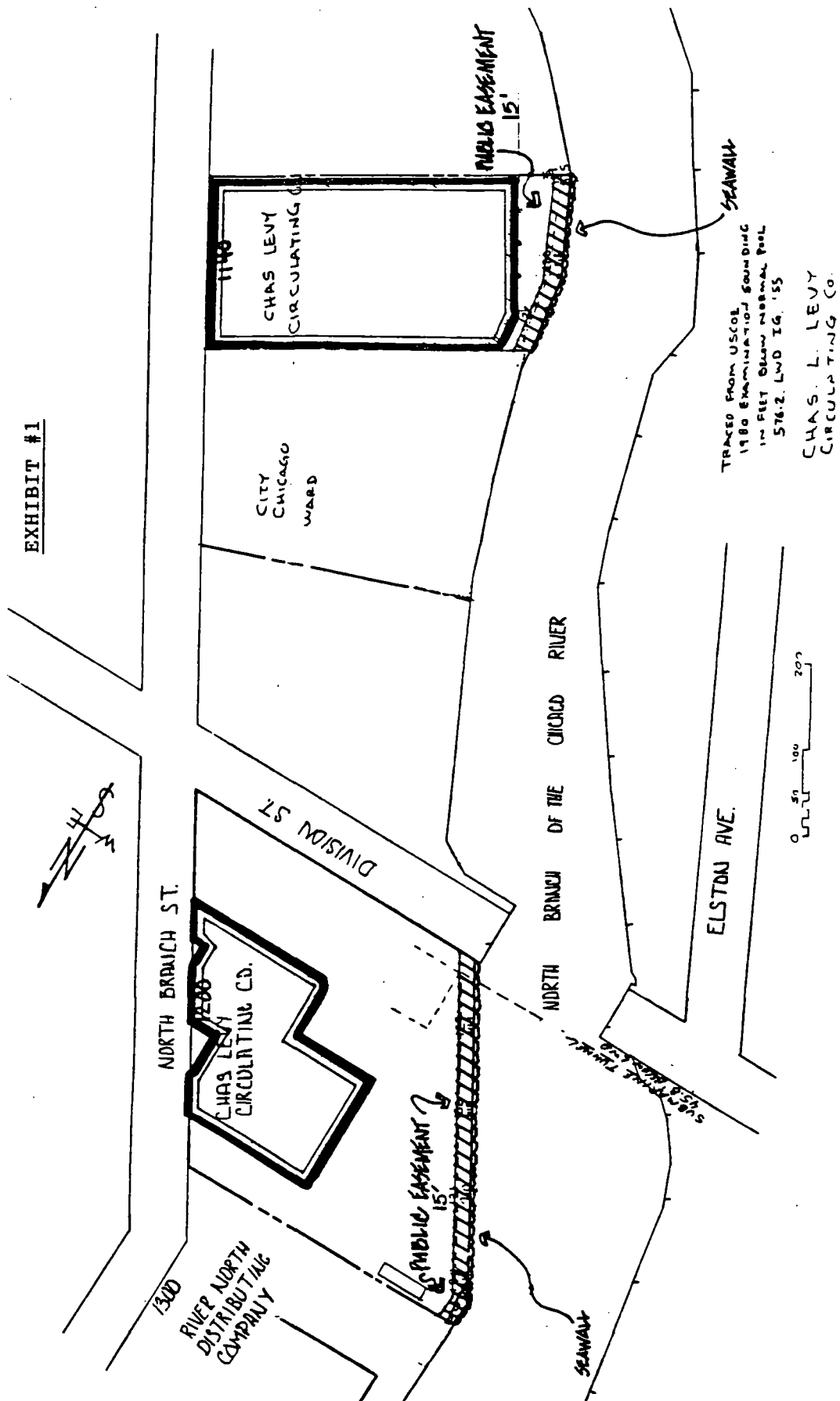
SECTION 4. Prior to any reimbursement by the City pursuant to Section 3, the Company shall grant or dedicate to the City on behalf of the public the Easements, as indicated on Exhibit 1 attached hereto. The Mayor is hereby authorized, subject to acknowledgement by the City Clerk and approval by the Corporation Counsel, to accept the Easements.

SECTION 5. Prior to any reimbursement by the City pursuant to Section 3, the City and the Company shall enter into an agreement for construction and development of the City Projects and the reimbursement of the Company for costs incurred in connection with such construction or development (the "Agreement"). The Agreement shall provide, among other things, that the Company provide ordinary maintenance of the Easements and insure the Easements and that no liability in connection therewith shall fall to the City and (ii) if for the five-year period following the date of execution of the Agreement, the Company fails substantially to maintain its operations and current level of employment on the Properties, consistent with regional economic and market conditions, and consistent with technological innovation (provided that no work force reduction for reasons of technological innovation shall exceed 20% of the work force), the Company shall repay the funds provided pursuant to the Agreement on a pro rata basis determined by the number of years elapsed.

SECTION 6. The Mayor or the Commissioner of the Department of Economic Development is authorized to enter into and execute, subject to approval by the Corporation Counsel, the Agreement and other instruments or agreements as are required or necessary to implement the transaction contemplated by this ordinance.

SECTION 7. This ordinance shall be effective upon its passage and approval.

[Exhibit 1 attached to this ordinance printed
on page 3281 of this Journal.]



AUTHORIZATION FOR EXECUTION OF CERTIFICATE OF
PARTICIPATION WITH AFFILIATED BANK UNDER
TERMS OF BANK PARTICIPATION LOAN
PROGRAM FOR LAKESIDE METALS, INC.
TO UPDATE EQUIPMENT AND
PROVIDE WORKING
CAPITAL.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering and executing of a loan and security agreement with Lakeside Metals, Inc., for the amount of \$350,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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

WHEREAS, The Bank Participation Loan Program requires City Council approval for those participations in which the City's share exceeds \$150,000; and

WHEREAS, Lakeside Metals, Inc., an Illinois corporation ("Borrower"), has requested that D.E.D. approve the purchase of a participation interest in the amount of \$350,000 of a \$700,000 loan from Affiliated Bank ("Bank") for the purpose of upgrading existing machinery and equipment and providing working capital which will result in the creation of an estimated 22 new, permanent job opportunities for low- and moderate-income persons residing in the City; and

WHEREAS, The Bank Participation Loan Review Committee has approved the application of the Borrower; 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, a Certificate of Participation with the Bank pursuant to which the City will purchase a participation interest in the amount of \$350,000 with respect to the Bank loan.

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 the Borrower.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

AUTHORIZATION FOR EXECUTION OF CERTIFICATE OF
PARTICIPATION WITH AMERICAN NATIONAL BANK
AND TRUST COMPANY UNDER TERMS OF BANK
PARTICIPATION LOAN PROGRAM FOR
BARCLAY MARINE DISTRIBUTOR
CORPORATION FOR
CONSTRUCTION
PURPOSES.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering and executing of a loan and security agreement with Barclay Marine Distributor Corporation, in the amount of \$200,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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

WHEREAS, The Bank Participation Loan Program requires City Council approval for those participations in which the City's share exceeds \$150,000; and

WHEREAS, Barclay Marine Distributor Corporation, an Illinois corporation ("Borrower"), has requested that D.E.D. approve the purchase of a participation interest in the amount of \$200,000 of a \$450,000 loan from American National Bank and Trust Company ("Bank") for the construction of a building connecting two existing warehouses which will result in the creation of an estimated 10 new, permanent job opportunities for low- and moderate-income persons residing in the City; and

WHEREAS, The Bank Participation Loan Review Committee has approved the application of the Borrower; 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, a Certificate of Participation with the Bank pursuant to which the City will purchase a participation interest in the amount of \$200,000 with respect to the Bank loan.

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 the Borrower.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

AMENDMENT OF TITLE 2, CHAPTER 128 OF MUNICIPAL CODE
OF CHICAGO BY ADDING NEW SECTIONS DEFINING AND
IMPOSING FEES FOR PROCESSING OF PROGRAM
APPLICATIONS AND ADMINISTRATION AND
CLOSING COSTS OF LOAN AND DEVELOPMENT
ASSISTANCE PROGRAMS ADMINISTERED
BY DEPARTMENT OF ECONOMIC
DEVELOPMENT.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Department of Economic Development to charge fees for the processing of program applications and administration and closing costs of loan and development assistance programs administered by the Department, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Chapter 2-128 of the Municipal Code of Chicago is hereby amended by adding the provisions as follows:

2-128-010. (n) "Fees" shall mean the amounts paid by applicants for the processing and program costs of loans, bonds or other programs administered by the Department of Economic Development.

2-128-170. The Commissioner of the Department of Economic Development shall have the authority to charge fees in the amounts specified in this Section for the processing of program applications and administration and closing costs of programs to all applicants applying on or after the effective date of this ordinance. Such fees shall be made payable to the City of Chicago Department of Revenue and shall be non-refundable and shall not guarantee approval of an application or adequacy of funding. The amount of such fees shall be as follows:

Program.

Loans:

Micro Loan Program

<i>-Application Fee</i>	<i>\$100.00</i>
<i>-Closing Fee (due at closing)</i>	<i>\$250.00</i>

*Amendments/Modifications to
Urban Development Action Grants
and Illinois Development Action
Grants (including subordination
and refinancing requests)*

*-Administration Fee (due at
time of City's approval of
request)*

*\$1,000.00 or 2% of the
outstanding principal
balance (whichever is
greater)*

*Amendments/Modifications to
Community Development Block
Grant funded loans and Community
Services Block Grant funded loans*

*-Administration Fee (due at
time of City's approval of
request)*

*\$500.00 or 2% of the
outstanding principal
balance (whichever is
greater)*

Tax Increment Financing Bonds:

-Up to \$3,000,000

\$60,000.00

-Over \$3,000,000

*\$60,000.00 plus 1.5% of
the principal amount over
\$3,000,000*

Development Assistance Programs:

Commercial Facade Rebate Program

-Application Fee

\$50.00

Industrial Facade Rebate Program

-Application fee

\$100.00

Business Infrastructure Assistance (Small)

-Application Fee

\$100.00

Business Infrastructure Assistance (Large)

-Application Fee

\$200.00

Commercial Area Signage Program

-Application Fee

\$25.00

Security Rebate Program

-Application Fee

\$25.00

The processing of applications for the programs contained herein shall be contingent on the payment of the fees specified.

The Department of Economic Development may also specify that certain project related out-of-pocket expenses such as recording and filing fees, title search fees, appraisal fees and credit report charges shall be the responsibility of the applicant.

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

APPROVAL OF TAX INCREMENT REDEVELOPMENT PLAN
AND REDEVELOPMENT PROJECT FOR SANITARY
DRAINAGE AND SHIP CANAL REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of the Tax Increment Redevelopment Plan for the Sanitary Drainage and Ship Canal Redevelopment Tax Increment Financing Project, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with one dissenting vote, Alderman Burke.

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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 City Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan (the "Plan") and a proposed redevelopment project (the "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area to be known as the "Sanitary Drainage and Ship Canal Redevelopment Project Area" (the "Area") described in Section 1(a) of this ordinance, which area constitutes in the aggregate more than 1 and 1/2 acres; and

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the Commercial District Development Commission of the Municipality, by authority of the City Council of the Municipality (the "Corporate Authorities"), convened a meeting of the Joint Review Board (the "Board") relative to the Plan and Project and the designation of the Area as a redevelopment project, on May 10, 1991 at 24 East Congress Parkway, Chicago, Illinois; and

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the Corporate Authorities called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act, on June 18, 1991, at the Department of Economic Development, 6th floor conference room, located at 24 East Congress Parkway, Chicago, Illinois; and

WHEREAS, Due notice in respect to such hearings was given pursuant to Section 11-74.4-5 of the Act, as amended, said notice of the Board meeting

and public hearing, being given to taxing districts and the Illinois Department of Commerce and Community Affairs by certified mail on May 4, 1991, and said notice of the public hearing being given to taxpayers within the Area by certified mail on June 1, 1991 and by publication in the *Chicago Tribune* on June 5 and June 7, 1991 and by publication in the *Chicago Sun-Times* on June 5 and June 6, 1991; and

WHEREAS, The Plan and Project set forth the factors which could cause the area to be blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies, including the T.I.F. Designation Report, and are generally informed of the conditions in the proposed Area which could cause the Area to be a "Blighted Area" as said term is used in the Act; and

WHEREAS, The Board has reviewed the public record, planning documents and proposed ordinances approving the proposed Redevelopment Plan and Project and has undertaken other activities in accordance with the Act; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Area would be substantially benefited by the proposed Project improvements; and

WHEREAS, The Corporate Authorities have reviewed the proposed Plan and Project and the existing comprehensive plan for the development of the Municipality as a whole to determine whether the proposed Plan and Project conform to such comprehensive plan of the Municipality; now, therefore,

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

SECTION 1. Findings. The Corporate Authorities hereby make the following findings:

- a. The Area is described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

b. There exist conditions which cause the Area to be subject to designation as a redevelopment project area under the Act and the Area to be classified as a blighted area as defined in Section 11-74.4-3(a) of the Act.

c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

d. The Plan and Project conform to the comprehensive plan for the development of the Municipality as a whole.

e. As set forth in the Plan all obligations issued by the City pursuant to the Redevelopment Plan and Project and the Act shall not exceed twenty-three (23) years from the date of adoption of the ordinance approving the Redevelopment Project Area. However, the final maturity date of any obligation issued pursuant to the Act may not be later than twenty (20) years from its respective date of issuance.

f. The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon which will be substantially benefited by the proposed Project improvements are included in the proposed Area.

g. The Area would not reasonably be developed without the use of incremental revenue pursuant to Section 11-74.4-8 of the Act.

SECTION 2. Exhibits Incorporated by Reference. The Plan and Project which were the subject matter of the public hearing held on June 18, 1991, are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D attached hereto and incorporated herein as if set out in full by this reference.

SECTION 3. Invalidity of any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict and this ordinance shall be in full force and effect immediately upon its passage by the City Council of the Municipality and approval by the Mayor.

[Exhibit "C" attached to this ordinance printed on page 3346 of this Journal.]

Exhibits "A", "B" and "D" attached to this ordinance read as follows:

Exhibit "A".

Sanitary Drainage And Ship Canal

Legal Description.

All that part of the southwest quarter of Section 25;

The northeast quarter, the northwest quarter and the west half of the southeast quarter of Section 35;

The north half, the east half of the southwest quarter and the southeast quarter of Section 36, all in Township 39 North, Range 13 East of the Third Principal Meridian together with certain lots and blocks in Manchester, being Steele and Buchanan's Subdivision of that part of the east half of the northeast quarter of said Section 36, lying north of the Illinois and Michigan Canal according to the plat thereof recorded July 31, 1857;

S. J. Walker's Subdivision of that part south of the Canal of the northwest quarter of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, also that part south of the Canal of the east half of the northeast quarter of said Section 36, according to the plat thereof recorded February 6, 1863;

The Campbell Soup Company (Central Division) Subdivision of part of the northeast quarter of said Section 36, according to the plat thereof recorded May 23, 1930 as Document No. 10667452;

The Campbell Soup Company's subdivision of part of the northeast quarter of said Section 36, according to the plat thereof recorded July 24, 1957 as Document No. 16966716; and

The Sanitary District Trustees' subdivision of the right-of-way from the north and south center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian, to the west line of Section 7, Township 38

North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded March 31, 1908 as Document No. 4180216 more particularly described as follows:

beginning at the intersection of the southerly line of the Sanitary Drainage and Ship Canal, being the southerly line of Water Lot "B" in the Sanitary District Trustees' Subdivision, aforesaid, with the west right-of-way line of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway in the east half of the northeast quarter of said Section 36; thence southwesterly along the southerly line of said Sanitary Drainage and Ship Canal to the east line of California Avenue; thence north along the east line of California Avenue to the north line of 31st Street to the intersection of the northerly extension of a line drawn 667.24 feet east of and parallel with the west line of the northwest quarter of said Section 36; thence south along said parallel line and its northerly extension to the northerly line of the Chicago & Illinois Western Railroad right-of-way; thence southwesterly along said northerly right-of-way to the west line of Kedzie Avenue; thence south along the west line of Kedzie Avenue to the southerly right-of-way line of said Chicago & Illinois Western Railroad; thence west along said southerly right-of-way line to the west line of the east half of the northeast quarter of said Section 35; thence south along said west line to the southerly right-of-way line of the Illinois Central Railroad; thence westerly along said southerly right-of-way line to a point in a line 20 feet west of and parallel with the east line of the northwest quarter of said Section 35; thence south along said parallel line to the north line of the said Sanitary Drainage and Ship Canal, being the north line of Water Lot "E" in the Sanitary District Trustees' Subdivision, aforesaid; thence northeasterly along said northerly line to the west line of Kedzie Avenue; thence south along the west line of Kedzie Avenue, a distance of 258 feet to the south line of said Water Lot "E"; thence northeasterly along the southerly line of Water Lots "E" and "D" in said Sanitary District Trustees' Subdivision to its intersection with the west line of the Illinois Central Railroad right-of-way; thence southeasterly along said westerly right-of-way line to the east line of the west half of the northwest quarter of said Section 36; thence south along said east line to the southerly right-of-way line of the Atchison, Topeka & Santa Fe Railway; thence northeasterly along said southerly right-of-way line to the west line of California Avenue; thence south along the west line of California Avenue to the south line of 35th Street; thence east along the south line of 35th Street to the west line of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway right-of-way; thence north along said westerly right-of-way line to the point of beginning, in Cook County, Illinois.

Exhibit "B".

The Sanitary Drainage and Ship Canal Redevelopment Project Area is generally bounded by the Sanitary Drainage and Ship Canal on the south and the Chicago & Illinois Western Railroad right-of-way on the north from Central Park Avenue extended on the west to the Collateral Channel on the east; and Illinois Central Railroad right-of-way on the south and 31st Street on the north from the Collateral Channel on the west to California Avenue on the east; and 35th Street on the south and the Sanitary Drainage and Ship Canal on the north from California Avenue on the west to the Pittsburgh, Cincinnati, Chicago & St. Louis Railway right-of-way on the east.

Exhibit "D".

City Of Chicago

*Sanitary Drainage And Ship Canal
Tax Increment Redevelopment Area*

Redevelopment Plan And Project.

April, 1991.

I.

Introduction.

The Sanitary Drainage and Ship Canal Redevelopment Project Area (the "R.P.A.") is located in the south and west areas of the City of Chicago (the "City"). The R.P.A. roughly parallels the Stevenson Expressway from Central Park Avenue to California Avenue and the P.C.C. and St. Louis Railroad right-of-way. Existing land uses are largely categorized by

industrial buildings, storage/materials yards, railroad right of ways, and vacant land. Campbell's Soup has discontinued operations at the facility located within the R.P.A. Other large tracts of land between Central Park Avenue and Kedzie Avenue are underutilized. The City is proposing the R.P.A. designation in order to address certain blighting conditions that have served to inhibit or preclude area redevelopment.

The R.P.A. as a whole is approximately bounded by the following:

Beginning at the northwest corner of the Sanitary Drainage and Ship Canal ("Canal") and the southerly extension of Central Park Avenue, then northerly to the southern right-of-way of the Illinois Central Railway, then generally easterly to the Collateral Channel (a slip of the canal), then northerly to 31st Street, then easterly to California Avenue, then southerly to the southwest corner of the Canal and California Avenue, then northeasterly to the western right-of-way of the Baltimore & Ohio Railroad, then generally southerly to 35th Street, then westerly to California Avenue, then northerly to the southern right-of-way of the Atchison, Topeka, and Santa Fe Railroad right-of-way, then northwesterly along the southern right-of-way of the Illinois Central Railroad right-of-way, then westerly along the right-of-way to the southern side of the Canal to Kedzie Avenue, then northerly to the northern side of the Canal, then southwesterly to the point of beginning.

A legal description is included in (Sub)Exhibit 1.

Area Background.

The initial growth of the study area can be traced back to the opening of the Illinois and Michigan Canal in April, 1848. A major stimulus for trade with the entire Mississippi River Basin, the banks of the canal were used almost exclusively for bulk storage of such commodities as grain and coal.

The traffic on the I. & M. Canal, however, peaked in 1882. The Sanitary District of Chicago was formed in 1890, and planned for a new, larger and deeper canal which would provide for removal of the City's sewerage as well as permit for greater shipping traffic. As a result of its planning efforts, the Sanitary and Ship Canal opened to the north of the original canal in 1990. The new canal connected the south branch of the Chicago River with Lockport, Illinois, approximately 34 miles away.

The Sanitary District marketed its land holdings, including area within the R.P.A., along both sides of the canal for industrial uses, as it pursued connection of the canal to the Mississippi River. Manufacturing firms, particularly medium and heavy industrial users, were initial users of the

canal. These firms also took advantage of the excellent rail access afforded by such trunk lines as the Illinois Central and Chicago, Burlington & Quincy Railroads, and switching lines such as the Chicago and Western Indiana Railroad Company. This era, between 1895 -- 1920, was Chicago's "Golden Age" of industrial development. Many of the remaining structures in the study area were constructed around this period, including the Campbell's Soup tomato soup plant. The Sanitary District did encounter some image problems for their landholdings. Many business owners eschewed the properties, perceiving the canal as an "open sewer". Indeed, dumping had been reported along its banks. The vacant tracts in the study area are among the remaining Sanitary District properties that were never developed or are under used.

Other pre-existing structures, however, were becoming deteriorated and obsolete due to age and technological advances. As shipping with motor trucks proliferated, thus freeing industrial firms from locations with rail access, many manufacturing plants relocated to new facilities in the suburbs as early as the 1930's.

In order to address the needs for truck access, the Stevenson Expressway was constructed in the vicinity. The siting of the expressway, however, affected circulation and ingress/egress to the sites within the Study Area. As with the construction of the other expressways, firm relocation out of the area may have been hastened by the highway construction.

The decline of manufacturing in the area continued into the 1980's with the relocation of Campbell's Soup, but other businesses continue to thrive in the area. The City's undertaking of redevelopment efforts will allow for certain activities such as clearing older, obsolete structures; improving access and traffic circulation, and making land available at competitive prices, and will allow for the rejuvenation and the strengthening of the industrial uses or other compatible uses remaining in the area.

The Redevelopment Plan.

The R.P.A. designation is being reviewed in order to assist the City and the community to actively pursue an economic development strategy that is able to comprehensively address area-wide blighted conditions. The designation would allow the parties to coordinate industrial redevelopment that is responsive to modern market trends and users, and revitalize the area. The redevelopment would also provide new jobs, expansion opportunities for existing Chicago manufacturing and/or industrial firms, the creation of marketable land to attract new industry to the area, and an increased tax base to the City and the community. Removal of obsolete buildings and improvements, site preparation, and property assembly are some of the redevelopment efforts that may be undertaken to assist projects within the R.P.A.

The needed public investment will be possible only if tax increment financing is adopted pursuant to the terms of the Tax Increment Allocation Redevelopment Act (the "Act"). Property tax incremental revenue generated by the development will play a decisive role in encouraging private development. Blighting conditions that have precluded intensive private investment in the past will be addressed. Through this Redevelopment Plan and Project, the City will serve as the central force for marshalling the assets and energies of the private sector for a unified cooperative public-private redevelopment effort. Ultimately, the implementation of the Redevelopment Plan and Project will benefit the City and all the taxing districts which encompass the R.P.A. in the form of a significantly expanded tax base, retain existing businesses in need of expanding their operations and create new employment opportunities as a result of new private development in the R.P.A.

Summary.

It is found and declared by the City that in order to promote and protect the health, safety, morals, and welfare of the public, that: blighted area conditions need to be eradicated, and that redevelopment of such areas must be undertaken; and, to alleviate the existing adverse conditions it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas. The eradication of blighted areas by redevelopment projects is hereby declared to be essential to the public interest. Public/private partnerships are determined to be necessary in order to achieve development goals. Without the development focus and resources provided under the Tax Increment Allocation Redevelopment Act (Illinois Revised Statutes, Chapter 24, Section 11-74.4-3, as amended), the development goals of the municipality would not be achieved.

It was found and declared by the City that the use of incremental tax revenues derived from the tax rates of various taxing districts in the redevelopment project area for the payment of redevelopment project costs is of benefit to said taxing districts. This is because these taxing districts located in the redevelopment project area would not derive the benefits of an increased assessment base without the removal of the blighted conditions that now hinder its redevelopment.

The redevelopment activities that will take place within the R.P.A. will produce benefits that are reasonably distributed throughout the R.P.A.

The adoption of this Redevelopment Plan and Project makes possible the implementation of a comprehensive program for the economic redevelopment of the proposed area. By means of public investment, the R.P.A. will become an improved, more viable environment that will attract private investment and diversify the City tax base.

Pursuant to the Act, the R.P.A. includes only those contiguous parcels of real property and improvements thereon substantially benefited by the redevelopment project. Also pursuant to the Act, the R.P.A. is not less in the aggregate than 1½ acres.

II.

Redevelopment Project Area Legal Description.

The Redevelopment Project Area legal description is attached as (Sub)Exhibit 1.

III.

Redevelopment Project Area Goals And Objectives.

The following goals and objectives are presented for the R.P.A. in accordance with the City's zoning ordinance and comprehensive plan as amended. Such goals and objectives may be supplemented by future planning studies, traffic studies or site reports that are undertaken by the City or by development entities on behalf of the City as part of any Planned Unit Development (P.U.D.) process or other redevelopment activity.

General Goals.

- 1) To provide for implementation of economic development strategies that benefit the City and its residents.
- 2) To provide basic infrastructure improvements where necessary within the R.P.A.
- 3) To encourage a positive and feasible redevelopment of any vacant sites and/or underutilized sites, including business retention efforts, if applicable.
- 4) To preserve and improve the property tax base of the City.
- 5) To create new jobs and retain existing jobs for City residents.

- 6) Coordinate all redevelopment within the R.P.A. in a comprehensive manner, avoiding land use conflicts and potential negative community impacts with the surrounding area and existing users.

Specific Objectives.

- 1) Remove obsolescent and/or underutilized facilities in order to redevelop properties for market uses.
- 2) To address factors of inadequate utilities and deleterious land use throughout the R.P.A.
- 3) To provide infrastructure improvements necessary to the redevelopment or retention of businesses located within the R.P.A.
- 4) Provide competitive advantages for the redevelopment of properties within the R.P.A. (in comparison to out-of-City locations).
- 5) Assemble and/or dispose of public land in order to facilitate business retention, expansion, and attraction.

Redevelopment Objectives.

The purpose of the R.P.A. designation will allow the City to:

- a) Coordinate redevelopment activities within the R.P.A. in order to provide a positive marketplace signal;
- b) Reduce or eliminate blighted area factors present within the area;
- c) Accomplish redevelopment over a reasonable time period;
- d) Provide for high quality development within the R.P.A.; and
- e) Provide for an attractive overall appearance of the area.

Note: The objectives may be supplemented by findings of prospective reports or studies undertaken by the City or by development entities selected by the City.

The Redevelopment Project's implementation will serve to improve the physical appearance of the entire area and contribute to the economic development of the area. Job creation associated with the project will provide new, improved employment opportunities for community and City residents.

IV.

Blighted Area Conditions Existing In The Redevelopment Project Area.

Findings.

The Redevelopment Project Area was studied to determine its qualifications as a "blighted area" as such term is defined in the Tax Increment Allocation Redevelopment Act (the "Act"), Illinois Revised Statutes, Section 11-74.4-3, as amended. It was determined that the area as a whole qualifies as a "blighted area". Refer to Appendix A for a summary of findings and a list of existing qualification factors for the area.

Eligibility Survey.

The entire designated Redevelopment Project Area was evaluated in March and April, 1991 by representatives from the City, Kane, McKenna and Associates, Inc., and Chicago Associates Planners & Architects. In such evaluation, only information was recorded which would directly aid in the determination of eligibility for a tax increment finance district.

V.

Redevelopment Project.

A. Redevelopment Plan And Project Objectives.

The City purposes to realize its goals and objectives of encouraging the development of the R.P.A. and encouraging private investment in industrial, and mixed use redevelopment projects through public finance techniques including, but not limited to, Tax Increment Financing. The City proposes to undertake a two phased redevelopment project consisting of

Phase 1 -- Industrial Redevelopment/East and North Sections; Phase 2 -- Industrial and Mixed Use Redevelopment/Western Section. City objectives would be served through the following:

- (1) By improving facilities that may include:
 - i. Street improvements;
 - ii. Utility improvements (including water, storm water management and sewer improvements, water storage facilities, if necessary);
 - iii. Landscaping or streetscaping;
 - iv. Parking improvements/related parking improvements;
 - v. Signalization, traffic control and lighting;
 - vi. Appropriate signage.
- (2) By entering into redevelopment agreements with developers for qualified redevelopment projects.
- (3) By rehabilitating existing structures or site improvements; including necessary site preparation, demolition, clearance and grading of redevelopment sites and relocation.
- (4) By disposing and/or relocating public buildings that serve existing or ongoing institutional operations including site preparation and demolition.
- (5) By utilizing interest cost write-down pursuant to provisions of the Act.
- (6) By implementing a plan that addresses the redevelopment costs of land acquisition and assembly, site preparation, demolition/removals, and provision of infrastructure improvements or upgrading that may be necessary for adaption to a market oriented tax base, and diversifying the local economy.
- (7) Provide job training for City residents.
- (8) By exercising other powers set forth in the Act as the City deems necessary.

B. Redevelopment Activities.

Pursuant to the foregoing objectives, the City will implement a coordinated program of redevelopment actions, including, but not limited to, site preparation, assembly/disposal of property, demolition/removals, infrastructure improvements and upgrading, relocation and provision of public improvements, where required. Interest cost rebate pursuant to the Act may also be undertaken.

Proposed Public Improvements.

In accordance with its estimates of tax increment and other available resources, the City may provide public improvements in the R.P.A. to enhance the immediate area as a whole, to support the Redevelopment Project and Plan, and to serve the needs of City residents. Appropriate public improvements may include, but are not limited to:

- vacation, removal, resurfacing, paving, widening, construction, turn islands, construction or reconstruction of curbs and gutters, traffic signals, and other improvements to streets, alleys, pedestrian ways and pathways;
- reconfiguration of existing right-of-ways;
- construction of new right-of-ways including streets, sidewalks, turning lanes, curbs and gutters;
- demolition of any obsolete structure or structures;
- improvements of public utilities including construction or reconstruction of water mains, as well as sanitary sewer and storm sewer, water storage facilities, detention ponds, signalization improvements, and streetlighting;
- job training for area residents eligible for employment in the development of the projects.

The City may determine at a later date that certain improvements are no longer needed or appropriate, or may add new improvements to the list. The type of public improvement and cost for each item is subject to City approval and to the execution of a redevelopment agreement for the proposed project, in the form acceptable to the City.

Certain public facilities may be relocated in order to consolidate ongoing institutional operations. Utility improvements necessary to facilitate such relocation could also be undertaken by the City.

Acquisition And Clearance.

The City may determine that to meet redevelopment objectives it may be necessary to participate in property acquisition in the Redevelopment Project Area or use other means to induce transfer of such property to the private developer.

Clearance and grading of existing properties to be acquired will, to the greatest extent possible, be scheduled to coincide with redevelopment activities so that parcels do not remain vacant for extended periods of time and so that the adverse effects of clearance activities may be minimized.

Individual structures may be exempted from acquisition if they are located so as not to interfere with the implementation of the objectives of this Redevelopment Plan or the projects implemented pursuant to this Redevelopment Plan and the owner(s) agree(s) to rehabilitate or redevelop the property, if necessary, in accordance with the objectives of the Plan as determined by the City.

Property which has been acquired may be made available for temporary public or private revenue producing uses which will not have adverse impacts on the redevelopment area, until such time as they are needed for planned development. Such revenues, if any, would accrue to the Redevelopment Project Area.

Relocation.

Any businesses or residents occupying properties to be acquired may be considered for relocation, advisory and financial assistance in accordance with provisions set forth and adopted by the City and other governmental regulations, if any.

Land Assembly And Disposition.

Certain properties that may be acquired by the City, and certain properties presently owned by the City (e.g., street rights-of-way and public facilities) may be assembled into appropriate redevelopment sites. Property assembly activities may include use of the City's eminent domain power. These properties may be sold or leased by the City to a private developer in

whole or in part, for redevelopment subject to invitation for proposal requirements of the State of Illinois tax increment law. The City may amend this disposition plan in the future.

Terms of conveyance shall be incorporated into appropriate disposition agreements, and may include more specific restrictions than contained in this Redevelopment Plan or in other municipal codes and ordinances governing the use of land.

Demolition And Site Preparation.

Some of the buildings located within the R.P.A. may have to be reconfigured or relocated to accommodate new users or uses. Partial or complete demolition may be necessary as well as removal of debris. Additionally, the Redevelopment Plan contemplates site preparation or other requirements necessary to prepare the site for new uses, including the removal of environmentally hazardous materials, tanks, or soils. All of the above will serve to enhance site preparation for the City's desired redevelopment.

Interest Cost Write-Down.

Pursuant to the Act, the City may allocate a portion of incremental tax revenues to reduce the interest cost incurred in connection with redevelopment activities, enhancing the redevelopment potential of the R.P.A.

Job Training.

Pursuant to the Act, the City, its Mayor's Office of Employment and Training and other training providers, may develop training programs in conjunction with the redevelopment efforts.

Redevelopment Agreements.

Land assemblage may be conducted for (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may contain more specific controls than those stated in this Redevelopment Plan.

In the event the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements.

C. General Land Use Plan.

Existing land uses in the R.P.A. are primarily industrial, material/storage yards, vacant property, and railroad right-of-way, as shown in (Sub)Exhibit 3. Some City (institutional) uses that are predominantly industrial in character are also present in the R.P.A. (Sub)Exhibit 4 designates the intended general land uses identified for the R.P.A.

The Redevelopment Project shall be subject to the provisions of the City Zoning Ordinance as such may be amended from time to time including any Planned Unit Development (P.U.D.) undertaken within the R.P.A. The proposed general land uses would conform to City planning efforts (ongoing) or objectives.

D. Estimated Redevelopment Project Costs.

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the T.I.F. statute, and any such costs incidental to this Redevelopment Plan and Project. Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan and Project are:

1. Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, and other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected;
2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;
3. Costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;
4. Costs of the construction of public works or improvements;

5. Costs of job training and retraining projects;
6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be in furtherance of the objectives of the redevelopment plan and project, to the extent the City by written agreement accepts and approves such costs;
8. Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment or relocation costs by federal or state law;
9. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advance vocational education or career education programs for persons employed or to be employed by employers located in the Redevelopment Project Area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;
10. If deemed prudent by the City for the redevelopment project, interest costs incurred by the redeveloper related to the construction, renovation or rehabilitation of the redevelopment project provided that:

- (a) such costs are to be paid directly from the special tax allocation fund establishment pursuant to the Act;
- (b) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
- (c) if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (10) then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and
- (d) the total of such interest payments incurred pursuant to the Act may not exceed 30% of the total redevelopment project costs excluding any property assembly costs and any relocation costs incurred pursuant to the Act.

Estimated costs are shown in the next section. Adjustments to these cost items may be made without amendment to the Redevelopment Plan. The costs represent estimated amounts and do not represent actual City commitments or expenditures. Rather, they are a ceiling on possible expenditures of T.I.F. funds in the project area.

T.I.F. Redevelopment Project.

Sanitary Drainage And Ship Canal

Tax Increment Redevelopment Area

Estimated Project Costs.

Phase 1 and Phase 2 Program Actions/Improvements		Estimated Costs (A)
1.	Land Acquisition and Assembly Costs including Demolition and Clearance/Site Preparation	\$ 5,500,000
2.	Rehabilitation; Construction/ Renovation of Public Facilities	2,500,000

3.	Utility Improvements including, but not limited to, Water, Storm, Sanitary Sewer and the Service of Public Facilities	\$ 5,500,000
4.	Construction and Reconfiguration of Parking, Rights-of-Way and Street Improvements/Construction, Signalization, Traffic Control, and Lighting, Landscaping Buffering and Streetscaping	6,000,000
5.	Interest Costs pursuant to the Act	3,000,000
6.	Planning, Legal, Engineering, Administrative and other Professional Service Costs	1,500,000
7.	Relocation	500,000
8.	Job Training	<u>500,000</u>
	Total Estimated Costs:	\$25,000,000

- (A) All project cost estimates are in 1991 dollars. In addition to the above stated costs, any issue of bonds issued to finance a phase of the project may include an amount of proceeds sufficient to pay customary and reasonable charges associated with the issuance of such obligations as well as to provide for capitalized interest and reasonably required reserves. Adjustments to the estimated line item costs above are expected. Each individual project cost will be re-evaluated in light of the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act.

E. Sources Of Funds To Pay Redevelopment Project Costs Eligible Under Illinois T.I.F. Statute.

Funds necessary to pay for public improvements and other project costs eligible under the T.I.F. statute are to be derived principally from property tax increment revenues, proceeds from municipal obligations to be retired primarily with tax increment revenues and interest earned on resources available but not immediately needed for the Redevelopment Plan and Project.

"Redevelopment Project Costs" specifically contemplate those eligible public costs set forth in the Illinois statute and do not contemplate the preponderance of the costs to redevelop the area.

The tax increment revenues which will be used to pay debt service on the tax increment obligations, if any, and to directly pay redevelopment project costs shall be the incremental increase in property taxes attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the R.P.A. over and above the initial equalized assessed value of each such lot, block, tract or parcel in the R.P.A. in the 1989 tax year.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: special service area taxes, the proceeds of property sales, property taxes, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the City may from time to time deem appropriate.

The Redevelopment Project Area would not reasonably be expected to be developed without the use of the incremental revenues provided by the Act.

F. Nature And Term Of Obligations To Be Issued.

The City may issue obligations secured by the tax increment special tax allocation fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the City by virtue of its power pursuant to the Illinois State Constitution.

Any and/or all obligations issued by the City pursuant to this Redevelopment Plan and Project and the Act shall be retired not more than twenty-three (23) years from the date of adoption of the ordinance approving the Redevelopment Project Area. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance. One or more series of obligations may be issued from time to time in order to implement this Redevelopment Plan and Project. The total principal and interest payable in any year, or projected to be available in that year, from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds and all other sources of funds as may be provided by ordinance.

Those revenues not required for principal and interest payments, for required reserves, for bond sinking funds, for redevelopment project costs, for early retirement of outstanding securities, and to facilitate the economical issuance of additional bonds necessary to accomplish the Redevelopment Plan, may be declared surplus and shall then become

available for distribution annually to taxing districts overlapping the R.P.A. in the manner provided by the Act.

Such securities may be issued on either a taxable or tax-exempt basis, with either fixed rate or floating interest rates; with or without capitalized interest; with or without deferred principal retirement; with or without interest rate limits except as limited by law; and with or without redemption provisions.

G. Most Recent Equalized Assessed Valuation (E.A.V.) Of Properties In The Redevelopment Project Area.

The most recent estimate of Equalized Assessed Valuation (E.A.V.) of the property within the R.P.A. is approximately \$11,915,759 which is the 1989 Equalized Assessed Valuation. The Boundary Map, (Sub)Exhibit 3, shows the location of the R.P.A. It is anticipated that the E.A.V. may be reduced by approximately \$2,224,125 and the estimate of E.A.V. would then be \$9,691,634. The reduction is estimated based upon certain real estate tax protest(s) that could result in the Cook County Assessor reducing the 1989 E.A.V.

H. Anticipated Equalized Assessed Valuation.

Upon completion of the anticipated private development of the Redevelopment Project Area over a ten year period, it is estimated that the Equalized Assessed Valuation of the property within the Redevelopment Project Area will be approximately \$40,000,000. The estimate assumes a constant Cook County equalization factor (multiplier) of 1.836 (an average of the multiplier over the last 10 year period) and 1991 dollars.

VI.

Scheduling Of Redevelopment Project.

A. Redevelopment Project.

An implementation strategy will be employed with full consideration given to the availability of both public and private funding. It is anticipated that two phases of redevelopment will be undertaken: Phase 1 -- Industrial Redevelopment/East and North Sections; Phase 2 -- Industrial and Mixed Uses Redevelopment/Western Section.

The Redevelopment Project will begin as soon as a development entity has identified market uses for the sites and such uses are conformant with City zoning and planning requirements. Depending upon the scope of the development as well as the actual uses, the following activities may be included in each phase:

Land Assembly and Disposition. Certain properties in the R.P.A. may be acquired by the City and may be assembled into an appropriate redevelopment site. These properties may be acquired by the City, and subsequently sold or leased by the City to a developer for redevelopment of the site.

Demolition and Site Preparation. The existing structures located within the R.P.A. may have to be reconfigured or prepared to accommodate new uses. Partial demolition may be necessary as well as removal of debris. Additionally, the redevelopment plan contemplates site preparation, or other requirements necessary to prepare the site for the desired redevelopment.

Landscaping/Buffering/Streetscaping. The City may fund certain landscaping projects which serve to beautify public properties or rights-of-way and provide buffering between land uses.

Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements. The City may extend or re-route certain utilities to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The provision of necessary detention or retention facilities may also be undertaken by the City.

Roadway/Street/Parking Improvements. Widening of existing road improvements and/or vacation of roads may be undertaken by the City. Certain secondary streets/roads may be extended or constructed by the City. Related curb, gutter, and paving improvements could also be constructed as needed. Parking facilities may be constructed that would be available to the general public.

Public Facilities and Improvements. The City may provide for the construction and/or renovation of public buildings and facilities in order to relocate institutional operations, needed services and to provide for efficient utilization of property within the R.P.A.

Utility services may also be provided or relocated in order to accommodate the consolidation of buildings.

Traffic Control/Signalization. The City may construct necessary traffic control or signalization improvements that improve access to the R.P.A. and enhance its redevelopment.

Public Safety Related Infrastructure. The City may construct certain public safety improvements including, but not limited to, public signage, public facilities, and streetlights.

Relocation. The City may pay for certain relocation costs, conformant with City policies and regulations.

Interest Cost Coverage. The City may pay for certain interest costs incurred by a redeveloper for construction, renovation or rehabilitation of the redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the R.P.A. as allowed under the Act.

Professional Services. The City may use tax increment financing to pay necessary planning, legal, engineering, administrative and financing costs during project implementation.

B. Commitment To Fair Employment Practices And Affirmative Action.

As part of any Redevelopment Agreement entered into by the City and any private developers, both will agree to establish and implement a honorable, progressive, and goal-oriented affirmative action program that serves appropriate sectors of the City. The program will conform to the most recent City policies and plans.

With respect to the public/private development's internal operations, both entities will pursue employment practices which provide equal opportunity to all people regardless of sex, color, race or creed. Neither party will countenance discrimination against any employee or applicant because of sex, marital status, national origin, age, or the presence of physical handicaps. These nondiscriminatory practices will apply to all areas of employment, including: hiring, upgrading and promotions, terminations, compensation, benefit programs and education opportunities.

All those involved with employment activities will be responsible for conformance to this policy and the compliance requirements of applicable state and federal regulations.

The City and private developers will adopt a policy of equal employment opportunity and will include or require the inclusion of this statement in all contracts and subcontracts at any level. Additionally, any public/private entities will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which all employees are assigned to work. It shall be specifically ensured that all on-site supervisory personnel are aware of and carry out the

obligation to maintain such a working environment, with specific attention to minority and/or female individuals.

Finally, the entities will utilize affirmative action to ensure that business opportunities are provided and that job applicants are employed and treated in a nondiscriminatory manner. Underlying this policy is the recognition by the entities that successful affirmative action programs are important to the continued growth and vitality of the community.

C. Completion Of Redevelopment Project And Retirement Of Obligations To Finance Redevelopment Costs.

This Redevelopment Project will be completed on or before a date 23 years from the adoption of an ordinance designating the Redevelopment Project Area. The City expects that the Redevelopment Project will be completed sooner than the maximum time limit set by the Act, depending on the incremental property tax yield. Actual construction activities for both phases are anticipated to be completed within approximately 7 to 10 years.

VII.

*Provisions For Amending The Tax Increment
Redevelopment Plan And Project.*

This Redevelopment Plan and Project may be amended pursuant to the provisions of the Act. The City anticipates that a wider planning area, including additional properties located along and adjacent to the Sanitary Drainage and Ship Canal, may be reviewed in future years. The planning effort would concentrate on identifying potential redevelopment uses and the means to address any blighted conditions inhibiting such uses.

[(Sub)Exhibits 2, 3, 4 and 5 attached to this
Redevelopment Plan and Project printed
on pages 3347 through 3352
of this Journal.]

(Sub) Exhibit 1 and Appendix "A" attached to this Redevelopment Plan and Project read as follows:

*(Sub)Exhibit 1.**Legal Description.*

All that part of the southwest quarter of Section 25; the northeast quarter, the northwest quarter and the west half of the southeast quarter of Section 35; the north half, the east half of the southwest quarter and the southeast quarter of Section 36, all in Township 39 North, Range 13 East of the Third Principal Meridian, together with certain lots and blocks in Manchester, being Steele and Buchanan's Subdivision of that part of the east half of the northeast quarter of said Section 36, lying north of the Illinois and Michigan Canal according to the plat thereof recorded July 31, 1857; S. J. Walker's Subdivision of that part south of the canal of the northwest quarter of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, also that part south of the canal of the east half of the northeast quarter of said Section 36, according to the plat thereof recorded February 6, 1863; the Campbell Soup Company (Central Division) Subdivision of part of the northeast quarter of said Section 36, according to the plat thereof recorded May 23, 1930 as Document No. 10667452; the Campbell Soup Company's Subdivision of part of the northeast quarter of said Section 36, according to the plat thereof recorded July 24, 1957 as Document No. 16966716; and the Sanitary District Trustees' Subdivision of the right-of-way from the north and south center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian, to the west line of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded March 31, 1908 as Document No. 4180216, more particularly described as follows:

beginning at the intersection of the southerly line of the Sanitary Drainage and Ship Canal, being the southerly line of Water Lot "B" in the Sanitary District Trustees' Subdivision, aforesaid, with the west right-of-way line of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway in the east half of the northeast quarter of said Section 36; thence southwesterly along the southerly line of said Sanitary Drainage and Ship Canal to the east line of California Avenue; thence north along the east line of California Avenue to the north line of 31st Street to the intersection of the northerly extension of a line drawn 667.24 feet east of and parallel with the west line of the northwest quarter of said Section 36; thence south along said parallel line and its northerly extension to the northerly line of the Chicago & Indiana Western Railroad right-of-way; thence southwesterly along said northerly right-of-way line to the west line of Kedzie Avenue; thence south along the west line of Kedzie Avenue to the southerly right-of-way line of said Chicago & Illinois Western Railroad; thence west along said southerly right-of-way line to

the west line of the east half of the northeast quarter of said Section 35; thence south along said west line to the southerly right-of-way line of the Illinois Central Railroad; thence westerly along said southerly right-of-way line to a point in a line 20 feet west of and parallel with the east line of the northwest quarter of said Section 35; thence south along said parallel line to the north line of the said Sanitary Drainage and Ship Canal, being the north line of Water Lot "E" in the Sanitary District Trustees' Subdivision, aforesaid; thence northeasterly along said northerly line to the west line of Kedzie Avenue; thence south along the west line of Kedzie Avenue, a distance of 258 feet to the south line of said Water Lot "E"; thence northeasterly along the southerly line of Water Lots "E" and "D" in said Sanitary District Trustees' Subdivision to its intersection with the west line of the Illinois Central Railroad right-of-way; thence southeasterly along said westerly right-of-way line to the east line of the west half of the northwest quarter of said Section 36; thence south along said east line to the southerly right-of-way line of the Atchison, Topeka & Santa Fe Railway; thence northeasterly along said southerly right-of-way line to the west line of California Avenue; thence south along the west line of California Avenue to the south line of 35th Street; thence east along the south line of 35th Street to the west line of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway right-of-way; thence north along said westerly right-of-way line to the point of beginning, in Cook County, Illinois.

Appendix "A".

City Of Chicago

T.I.F. Designation Report

Sanitary Drainage And Ship Canal Redevelopment Area.

I.

Executive Summary.

Illinois municipalities are enabled to utilize tax increment revenues to aid redevelopment activities in blighted areas pursuant to the Tax Increment Allocation Redevelopment Act, as amended. This report documents the

presence of blighted conditions defined by the Act in the Sanitary Drainage and Ship Canal Redevelopment Area.

This Area first developed during the initial construction of the Illinois and Michigan Canal, and grew during the subsequent opening of the Sanitary Canal in 1900. Development has been historically oriented to the dominant modes of transportation in the area, initially the Canal and, then rail. As a result, the Area generally contains older structures that are characterized by blight, and improvements that are inadequate given the present reliance of industrial users on trucking.

Specifically, after thorough review of the Area, the following blighting characteristics conformant with the T.I.F. Act were found to be present:

For Improved Areas:

- Obsolescence
- Deleterious Land Use and Layout
- Depreciation of Physical Maintenance
- Inadequate Utilities
- Structures Below Minimum Code
- Excessive Vacancies
- Age
- Lack of Community Planning

For Unimproved Vacant Areas:

- Unused Disposal Site
- Unused Railyard/Railroad Right-of-Ways

In addition, other state requirements for designation of an area for T.I.F. were found to be satisfied. Therefore, the contemplated T.I.F. designation for the Area is consistent with the intent of the T.I.F. legislation.

II.

Introduction And Background.

Introduction.

The purpose of this report is to document in a comprehensive manner the extent to which the factors of a "blighted improved area" and a "blighted vacant area" may be found in the area generally located along the Sanitary Drainage and Ship Canal and the Stevenson Expressway, east of Central Park Avenue and west of the Baltimore and Ohio (B. and O.) Railroad in Chicago, Illinois and to determine the eligibility of this area for such status pursuant to the Tax Increment Allocation Redevelopment Act, Illinois Revised Statute, Section 11-74.4-3 (the "Act").

The Act addresses the elimination or reduction of blighted area factors within Illinois communities through the implementation of redevelopment measures. The Act authorizes the use of tax increment revenues derived from the tax rates of various taxing districts in a Redevelopment Project Area (the "R.P.A.") for the payment of costs related to the undertaking of redevelopment projects. In order to qualify for redevelopment eligibility under this legislation, an R.P.A. must contain conditions which warrant its designation as a "blighted area". The following sections of this report will describe conditions of blight which exist in the Study Area conformant to the provisions of the Act.

The Study Area as a whole is approximately bounded by the following:

beginning at the northeast corner of the Sanitary Drainage and Ship Canal ("Canal") and the southerly extension of Central Park Avenue; then northerly to the southern right-of-way of the Illinois Central Railway; then generally easterly to the Collateral Channel (a slip of the Canal); then northerly to 31st Street; then easterly to California Avenue; then southerly to the southwest corner of the Canal and California Avenue; then northeasterly to the western right-of-way of the B. and O. Railroad; then southerly to 35th Street; then westerly to California Avenue; then northerly to the southern right-of-way of the Atchison, Topeka and Santa Fe Railroad right-of-way; then northwesterly along the southern right-of-way of the Illinois Central Railroad; then westerly along the right-of-way to the southern side of the Canal to Kedzie Avenue; then northerly to the northern side of the Canal; then southwesterly to the point of beginning.

The survey was undertaken in March and April, 1991 and also includes the findings of previous surveys and inventories conducted by various firms

and City agencies which were available and are pertinent to the evaluation of this Area. Additionally, other City plans and studies concerning the Area were reviewed.

Area Background.

The initial growth of the Study Area can be traced back to the opening of the Illinois and Michigan Canal in April, 1848. A major stimulus for trade with the entire Mississippi River Basin, the banks of the Canal were used almost exclusively for bulk storage of such commodities as grain and coal.

The traffic on the I. and M. Canal, however, peaked in 1882. The Sanitary District of Chicago was formed in 1890, and planned for a new, larger and deeper Canal which would better provide for removal of the City's sewage as well as permit greater shipping traffic. As a result of its planning efforts, the Sanitary and Ship Canal opened to the north of the original Canal in 1900. The new Canal connected the south branch of the Chicago River with Lockport, Illinois, approximately 34 miles away.

The Sanitary District marketed its land holdings (including areas within the Study Area) along both sides of the Canal for industrial uses as it pursued the connection of the Canal to the Mississippi River. Manufacturing firms, particularly medium and heavy industrial users, were early users of the Canal. These firms also took advantage of the excellent rail access afforded by such trunk lines as the Illinois Central and Chicago, Burlington and Quincy Railroads and switching lines such as the Chicago and Western Indiana Railroad Company. This era, between 1895 -- 1920, was Chicago's "Golden Age" of industrial development, and many of the remaining structures in the Study Area were constructed around this period, including the Campbell's Soup tomato soup plant.

The Sanitary District did encounter some image problems for its landholdings, however. Many business owners eschewed the properties, perceiving the Canal as an "open sewer". Indeed, dumping was going on along its banks and has continued. The vacant tracts in the Study Area are among the remaining Sanitary District properties that were never developed or are under used.

Other structures which were constructed prior to this period were becoming deteriorated and obsolete due to age and technological advances. As shipping with motor trucks proliferated, industrial firms were freed from locations with rail access. Many manufacturing plants relocated to new facilities in the suburbs as early as the 1930's.

In order to address the needs for truck access, the Stevenson Expressway was constructed to the south of the Canal and opened in October, 1965. The siting of the expressway, however, affected circulation and ingress/egress to

the sites within the Study Area. As with the construction of the other superhighways, firm relocation out of the area may have been hastened by the highway.

The decline of manufacturing in the area continued into the 1980's with the relocation of Campbell's Soup to a location outside of Illinois, but other businesses continue to thrive in the area. By undertaking redevelopment efforts which will allow for certain activities such as clearing older, obsolete structures, improving access and traffic circulation, and making land available at competitive prices, the City will allow for rejuvenation and strengthening of the industrial uses (or other compatible uses remaining in the area).

The R.P.A. designation is being reviewed in order to assist the City and the community to actively pursue an economic development strategy that is able to comprehensively address area-wide blighted conditions. The designation would allow the parties to coordinate industrial redevelopment that is responsive to modern market trends and users and revitalize the area. The redevelopment would also provide new jobs, expansion opportunities for existing Chicago manufacturing and/or industrial firms and the creation of marketable land to attract new industry to the area and increased tax base to the City.

III.

Qualification Criteria Used.

With the assistance of City of Chicago staff, and an independent planning consultant, Chicago Associates Planners and Architects (C.A.P.A.), Kane, McKenna and Associates, Inc. (K.M.A.) examined the proposed redevelopment project area (R.P.A.) to determine the presence or absence of appropriate qualifying factors listed in the Illinois "Real Property Tax Increment Allocation Act" (hereinafter referred to as "the Act"), as amended. The relevant sections of the Act are found below.

The Act sets out specific procedures which must be adhered to in designating a redevelopment project area. By definition, a "redevelopment project area" is:

"an area designated by the municipality, which is not less in the aggregate than one and one-half acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted area and conservation areas".

The Act defines a "blighted" area as follows:

"any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of 5 or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; lack of community planning; is detrimental to the public safety, health, morals or welfare or if vacant, the sound growth of the taxing districts is impaired by: 1) a combination of two or more of the following factors: obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; deterioration of structures or site improvements in neighboring area adjacent to the vacant land; or 2) the area immediately prior to becoming vacant qualified as a blighted improved area; or 3) the area consists of an unused quarry or unused quarries; or 4) the area consists of unused railyards, rail tracks or railroad rights-of-way; or 5) the area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area and such flooding is substantially caused by one or more improvements in or in proximity to the area which improvements have been in existence for at least five years; or 6) the area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites; or 7) the area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within five years prior to the designation of the redevelopment project area, and which area meets at least one of the factors itemized in provision 1) of this subsection (a) and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose".

The criteria listed in the Act have been defined for purposes of the analysis of an improved area as follows:

1. Age. Simply the time which has passed since building construction was completed.

2. **Illegal Use of Structure.** The presence on the property of unlawful uses or activities.
3. **Structures Below Minimum Code Standards.** Structures below local code standards for building, fire, housing, zoning, subdivision or lack of conformance with other applicable governmental codes.
4. **Excessive Vacancies.** When the occupancy or use level of the building is low for frequent or lengthy periods so as to represent an adverse area influence.
5. **Lack of Ventilation, Light or Sanitary Facilities.** Conditions which could negatively influence the health and welfare of building users.
6. **Inadequate Utilities.** Deficiencies in sewer, water supply, storm drainage, electricity, streets or other necessary site services.
7. **Dilapidation.** The condition where the safe use of the building is seriously impaired, as evidenced by substandard structural conditions; this is an advanced stage of deterioration.
8. **Obsolescence.** When the structure has become or will soon become ill-suited for the originally designed use.
9. **Deterioration.** A condition where the quality of the building has declined in terms of structural integrity and/or building systems due to lack of investment, misuse or age.
10. **Overcrowding of Structures and Community Facilities.** A level of use beyond a designed or legally permitted level.
11. **Excessive Land Coverage.** Site coverage of an unacceptably high level.
12. **Deleterious Land Use or Layout.** Inappropriate property use or platting, or other negative influences not otherwise covered, which discourages investment in a property.
13. **Depreciation of Physical Maintenance.** Decline in property maintenance which leads to building degeneration, health and safety hazards, unattractive nuisances, unsightliness, property value decline and area distress.
14. **Lack of Community Planning.** Deficiency in local direction of growth, development or redevelopment in order to maintain or enhance the viability of the area or community.

The criteria listed in the Act were defined for purposes of analysis of vacant land as follows:

1. Obsolete Platting. Recorded easement, rights-of-way, points of egress or lot or property lines are so recorded in a manner which is inimical to the redevelopment of properties.
2. Diversity of Ownership. Ownership of adjacent parcels by different parties serving to impede any assembly of land for development or redevelopment purposes.
3. Tax and Special Assessment Delinquencies. Any unpaid tax or special assessment bill currently attached to any parcel in the R.P.A.
4. Deterioration of Structures or Site Improvements in Neighboring Areas. The presence of deterioration as defined in nearby structures.
5. Flooding on All or Part of Such Vacant Land. The presence of flood plains or any recent history of flooding on any part of such land.

The final criteria listed in the Act is defined for purposes of analysis of vacant land as follows:

1. Chronic Flooding. A history of serious flooding problems which has been in existence for at least five (5) years. Such chronic flooding must adversely impact real property. There may be nearby improvements including structures, parking lots and roads substantially contributing to flooding.
2. Unused Disposal Site. The area consists of an unused disposal site containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites.
3. Blighted Prior to Vacancy. The area immediately prior to becoming vacant qualified as a blighted area defined earlier by the Act.
4. Unused Quarries. The presence of unused quarry or quarries.
5. Unused Railways. The presence of unused railyards, rail tracks or railroad rights-of-way.

6. Vacancy as Percentage of Acreage. The area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural (farming) purposes within five (5) years prior to the designation of the redevelopment project area and meets at least one (1) "blighted" factor (described above) and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982 and the area has not been developed for that designated purpose.

The presence of factors must be reasonably distributed throughout the respective primary tracts and be present to a meaningful extent. The analysis herein indicates that the factors are present to a meaningful extent for each primary tract.

IV.

Study Area.

The Study Area is divided into three (3) primary tracts. These primary tracts comprise the western, the central, and the eastern portions of the proposed R.P.A. and represent study/review sections within the proposed R.P.A.

Primary Tract 1.

Primary Tract 1 is bounded by California Avenue to the west, 35th Street to the south, the southern side of the Canal to the north, and the B. and O. Railroad right-of-way to the east.

The area primarily is dominated by two complexes: the vacated Campbell's Soup facilities and the Dickinson building, which account for half of the approximately fourteen (14) buildings in the area. There are also approximately twenty-two (22) fuel storage tanks and about two (2) ancillary buildings located in the primary tract. The Stevenson Expressway runs roughly through the center of the area from the southwest to the northeast.

Primary Tract 2.

This primary tract is irregularly shaped and is generally bounded by the western easement along the Collateral Channel, Kedzie Avenue, and the Metropolitan Water Reclamation District (M.W.R.D.) property line to the west, a C. and I. W. right-of-way and 31st Street to the north, California Avenue to the east, and an Illinois Central Railroad and an Atchison, Topeka and Santa Fe Railroad rights-of-way, and the southern and northern edges of the Canal to the south. The area is divided width-wise by the C. and I. W. Railroad right-of-way; this separates property fronting 31st Street from property fronting the Canal. The Canal also divides the primary tract, with property on both sides of the Canal.

The area contains approximately twenty-two (22) buildings, nine (9) ancillary buildings, and six (6) storage tanks. North of the rail line are numerous industrial and warehousing buildings and ancillary structures such as sheds. The land north of the Canal but south of the railroad right-of-way has a number of structures, along with some fuel storage tanks. The land south of the Canal has some small structures, but is primarily used for outdoor storage.

To the west of Kedzie, there is a W.V.O.N. radio station building and a transmitting tower. Kedzie Avenue is transversed by two (2) viaducts.

Primary Tract 3.

This primary tract is bounded by the Canal and Illinois Central Railroad right-of-way to the south, the I.N. Railway right-of-way to the west (which occupies what would be the southerly extension of Central Park Avenue), the Illinois Central and the C. and I. W. Railroad rights-of-way to the north. The tract extends as far east as Kedzie Avenue and is also bounded by the M.W.R.D. property line. This area consists of land owned primarily by the Metropolitan Water Reclamation District (M.W.R.D.) and some railroads. The property is vacant, and is wooded. It contains fill materials and formerly had some railroad tracks.

V.

Methodology Of Evaluation.

In evaluating the proposed R.P.A.'s qualification, the following methodology was utilized:

- 1) Site surveys of the Study Area were undertaken by representatives from the City of Chicago, Kane, McKenna and Associates, Inc. and Chicago Associates Planners and Architects in February through April of 1991. In some cases, site access was restricted. In these cases, aerial photographs, long-view reconnaissance, and Sanborn maps were relied upon. Site surveys were completed for each parcel and structure to which access could be gained within the proposed R.P.A.
- 2) Primary Tracts 1 and 2 were examined to determine the applicability of the fourteen (14) different criteria for qualification as improved land for T.I.F. under the Act. Primary Tract 3 was examined to determine the applicability of the seven (7) different criteria for qualification as vacant land for T.I.F. under the Act. A survey was then undertaken to independently review the factors for each primary tract. The following preliminary findings are presented to the best of our current knowledge according to the above information and techniques.
- 3) An evaluation of structures, noting depreciation, deterioration, or dilapidation as well as apparent vacancies or possible code violations was conducted by K.M.A. Exterior conditions were examined for structures, while internal examinations were conducted for some structures.
- 4) Individual structures were initially surveyed only in the content of checking, to the best of our knowledge, the existence of qualification factors of specific structures on particular parcels.
- 5) The entire area was studied in relation to review of available planning reports pertaining to the City, water and sewer atlases, City ordinances, 1989 tax levy year information from the Cook County Clerk's Office, Sidwell tax plat maps, local history, City records regarding age of structures and building code violations, and an evaluation of area-wide factors that affected the area's decline (e.g., deleterious land use or layout, obsolescence, et cetera). K.M.A. reviewed the area in its entirety. City redevelopment goals and objectives for the entire area were also reviewed.
- 6) Evaluation was made by reviewing the information collected and determining how each parcel and structure measured as to the prevalence of each factor.

Summary Of Area Findings.

The following is a summary of relevant qualification findings:

- 1) The entire R.P.A. comprises approximately 250 acres. The area is contiguous and is greater than $1\frac{1}{2}$ acres in size, as required by the Act.
- 2) The Study Area can be categorized as a "blighted improved area" for Primary Tracts 1 and 2 and a "blighted vacant area" for Primary Tract 3 (a discussion of the basis for qualification of the R.P.A. follows in the next section). Factors necessary to make these findings are present to a meaningful extent and are reasonably distributed throughout the respective primary tracts as described in Exhibit 1.
- 3) Through the combination of proposed infrastructure improvements and reuse of obsolete properties, it is hoped that the marketability of the Area will be improved. Therefore, all property in the R.P.A. would substantially benefit by the proposed redevelopment project improvements.
- 4) The sound growth of these taxing districts that are applicable to the area, including the City, had been impaired by the factors found present in the area. For background on the decline of the Area, refer to pages 4 -- 6.
- 5) The area has not been subject to private redevelopment efforts due to area obsolescence and inadequate infrastructure. It is thus concluded that the area would not be subject to redevelopment without the investment of public funds, including property tax increments.

VI.

Qualification Of Area/Findings Of Eligibility.

Obsolescence.

The evolutionary use and importance of the major transportation systems (Canal to rail to expressway), which serves and defines the R.P.A., creates a context within which obsolete conditions exist.

Platting Characteristics That Are Obsolete.

The land was platted to conform to the linear pattern first established by

the Canal, followed by the rail, and reinforced by the Stevenson Expressway construction.

The large parcels are predominantly long, thin and rectangular in shape. In many instances this configuration allows for severely limited or no possible access by the secondary road system. For example, each of three properties within the R.P.A. that are adjacent to the Canal and front on California Avenue have approximately a 4,000 foot perimeter. Yet, the accessible street frontage on California Avenue (taking into account the gradient from the bridge) is less than 150 feet, or less than one-half of one percent of each properties' perimeter.

Other large single-user plats, such as the former Campbell's Soup plant, are usually bracketed by rail and expressway without adequate two-sided road access. But the eastern edge of this property (in Block 501), along with parcels to the north (in Blocks 201 and 503), also offer examples of obsolete platting of parcels originally laid out for residential use. The platting, which consists of residential-sized lots and vacated alleys and streets is neither representative of existing physical conditions nor suited for future industrial users.

There are also situations where the plat was defined by a subdivision network that consisted of branch canals interspersed with rail spurs without road access. These areas have been filled-in or abandoned; creating parcels large in size, varied in composition, and usually lacking in secondary road access. Hence, the plats conform to right-of-ways and improvements that are of a "ghost" nature; they have been filled-in, revised, abandoned or overlooked, with only the plat lines remaining.

Functional Characteristics That Are Obsolete.

Many of the buildings, improvements or equipment constructed on the plats were for functions that were specific to the adjacent modes of transport at particular historical points in time. Therefore, the size, shape and construction method was very much determined by this particular type of user. Examples include warehouse structures, truck or barge terminals, tank farms and building material yards.

Specific Parcels That Are Obsolete.

The Campbell's Soup property represents a single-use building/complex designed to provide for a fully integrated process of making canned soup. The original structures were added onto through the years to create a large, highly specific complex of structures and improvements. These uses are now discontinued, and the very specific nature, size and integrated form makes

them obsolete for new users (even a new soap company) given the inefficient characteristics of their outdated manufacturing process and facility's design.

Street, Alley Or Off-Street Parking Characteristics That Are Obsolete.

Secondary road access is non-existent throughout the R.P.A. The only existing public roads within the district are the quarter section streets: 31st Street, 35th Street, California Avenue and Kedzie Avenue. Alleys are non-existent in the R.P.A., and off-street parking is generally inadequate, either improvised in and around loading areas or assigned to vacant unpaved areas of each property. The near total lack of paved, drained or lighted streets, alleys or parking areas (on the whole) does not conform to current standards for improvements within industrial or manufacturing districts.

Utility Easements That Are Obsolete.

The lack of a sub-network of utilities is evidenced by the limited pattern of easements to directly serve different users. Because of the lack of interior public rights-of-way, the patterns for utility easements are not well defined or coordinated.

Deleterious Land Use And Layout.

The past modes of transport importance (canal and rail) have shaped the patterns of land use and layout. Therefore, a conflict exists between these past patterns and the requirements of future developments based on the importance of the location of the R.P.A.

Land Use Characteristics That Are Deleterious.

When current zoning ordinance performance standards are considered, there are some inconsistencies within the R.P.A. One example is the candy company which has an oil tank farm and building material yard for neighbors. With proper guidelines, these types of uses can be organized within any R.P.A.. But, the oil tanks came as a result of the importance of the Canal and the candy company came (and wants to expand) because of the expressway access. The potential of the expressway will continue to attract users similar to the candy company, and thereby add to the existing conditions of deleterious land use relationships.

The inactivity of the Collateral Channel also involves concerns that were mentioned as early as 1966 in the Mid-Chicago Economic Development Study. The report specifically mentions the limited use of the Collateral Channel and concerns of stagnant water, dumping, water level, circulation and insufficient dredging. Today, the channel is still largely inactive and the concerns mentioned 25 years ago remain valid.

Another facet of the deleterious land use focuses on the environmental assessments for various properties in the area. One area of particular concern is the evidence of oil leaching into soil on City-owned land adjacent to the candy company. Many of the users from the Canal or railroad era tended to store raw bulk materials in either yards or tanks. Many of these materials have a tendency to have environmental hazards, which vary in intensity, degree and regulatory clean-up required. This creates a deleterious setting for any potential future land uses.

Layout Characteristics That Are Deleterious.

The layout of improvements developed over a long period of time and paralleled specific periods of transportation modes. From Canal to rail to expressway, the improvements reflect the specific nature of the dominant mode. The linear pattern of the canal and railroads were duplicated by the construction of the expressway. However, as this evolution took place, the mode of transport became more interactive. Access for barges was limited to the banks of the Canal or Collateral Channels, while rail car access was slightly greater with the positioning of rail spurs. Truck accessibility on the other hand extends beyond the fixed rights-of-way of the expressway to primary roads, secondary streets and alleys and individual sites. Preferential streets for truck traffic exists on one-mile streets without connection to other streets. However, since the area has no secondary streets or alleys, the layout within the R.P.A. is deleterious with respect to the interaction at the various places of access.

Many of the area's larger parcels not only have limited road frontage, but it is often located near bridges, overpasses or viaducts. This is especially apparent at properties along Kedzie and California Avenues, which are adjacent to the Canal, the railroads and/or the expressway. This layout creates access points that are prone to accidents. As the City of Chicago's *Railroad Viaducts Vertical Clearance Improvements* report points out, between 1986 and 1988, the Kedzie Avenue project area had an accident rate that was nearly 70 percent greater than the City average and was "considered an accident cluster site".

The improvements have not kept pace with the evolution and development of the expressway. Today, the sub-set of primary, secondary and tertiary improvements do not reflect the fact that the expressway is the dominant mode of transport, and ignore the interactive relationships transportation.

Not only is this true for public improvements, but it is particularly evident with respect to truck access, loading dock and employee parking layouts on individual parcels of land. Additionally, the R.P.A. is laced with several similar or paralleled rail lines that hinder the layout of land for today's industrial users. Rail consolidation might serve to modify this blight characteristic.

Existing parking lots are afterthoughts of each user and occur only in those instances when a tract of land becomes vacant. Segregated loading dock areas of adequate size are sparse within the R.P.A.. The inadequacy or lack of a sub-roadway system makes it next to impossible to serve parking or truck areas. This fragmented condition of layout with respect to truck or auto access creates a condition of deleterious layout.

Parcel Specific Evidence.

The Campbell Soup Company has characteristics of deleterious layout particularly with respect to the fragmented evolution of the construction of the complex's structures and improvements. This is evidenced by the several different structural characteristics of the distinct generations of buildings. The early buildings are multi-story with large floor plates, tight column spacing, and low ceiling heights. Multi-storied buildings were added, continuity was maintained by allowing the same column spacing and ceiling heights. The floor plates were specifically shaped to a particular manufacturing process. The more recent additions have been single story structures with large column spaces and high bay ceiling heights.

Depreciation Of Physical Maintenance.

Depreciation of physical maintenance was present throughout Primary Tracts 1 and 2. Site improvements, including streets, curbs, sidewalks, driveways, and parking lots, suffered from a deferment of upkeep. This was variously evidenced by cracks and potholes in streets, sidewalks, driveways, and parking lots; by rusting, bent over fences; by partially paved parking lots and driveways with standing water; by chipped curbs (also missing sections at times) and by overgrown vegetation. Primary Tract 3 is vacant; as such there are no significant site improvements.

Depreciation of physical maintenance was also found to be present in structures. In Primary Tract 1, approximately 7 out of 14 buildings (50%) and in Primary Tract 2, approximately 17 buildings out of 22 (77%) were found to have depreciation of physical maintenance. (In addition, there were a number of sheds, ancillary buildings and fuel storage tanks which also exhibited depreciation.) This was variously evidenced by peeling paint; need for tuckpointing; cracked and broken windows; window frames in disrepair

or missing; graffiti; missing, ripped out wiring; rusting exterior pipes; cracks in bricks and cracks in mortar between bricks at times resulting in the shifting of sections of brick walls; chipped and/or buckling lintels; buckling brick facade, especially above windows where support is weaker; broken, bent doors; collapsing overhangs and interconnecting walkways.

Inadequate Utilities.

The existing water, sanitary, and storm sewer network that services that area is inadequate.

Utility characteristics that are obsolete and/or lacking:

The quality of the utility service in the R.P.A. is inadequate, specifically as it relates to the following issues:

Distribution Of Water And Sewer Mains.

Because of the absence of secondary streets and alleys, the distribution of sewer and water mains is limited to the primary quarter section streets previously mentioned in this report.

Water Service And Sewer Drains.

Instead of the branch services being part of an organized and flexible utility network, these branches are on private property and arranged to serve a specific user. Since the distribution of these branches are limited to the specific needs of the users, many of the larger parcels have limited services.

Mixed Storm And Sanitary Sewers.

Primarily due to the age of the sewer system, most of the storm and sanitary sewers are mixed. The capacity to meet current standards for separate storm and sanitary sewers is largely non-existent in the R.P.A.

Utility Easements.

Partly because of the absence of secondary streets and alleys the area lacks clearly defined and coordinated utility easements. The utility services have patterns which address the specific requirements of each user, but have little planned potential or value for future needs.

Utility characteristics that have deteriorated.

Given the age of the infrastructure in the area, deterioration is a valid concern. In the context of historical use, this infrastructure served industries which had an intensity and by-products of use which could adversely affect the integrity of the systems.

The lack or deterioration of retaining walls and proper drainage at many points along the Canal edge, create excessive run-off, erosion, silt build-up and potential contamination of the waterway.

Excessive Land Coverage.

Properties in both Primary Tracts 1 and 2 exhibit an excessive amount of land coverage in relation to parking availability (off and on street) and loading provisions. Many of the buildings are situated near lot lines or occupy a significant portion of the lot.

The pragmatic issue of expansion space is an immediate concern which relates to excessive coverage. In the case of the Farley Candy plant on 31st Street, the building footprint covers nearly all of the site while the remainder of the property has been used for loading areas and has struggled to accommodate parking. Their need for space is increasing but their ability to do so is limited by their property line.

Excessive Vacancies.

The vacancies within the R.P.A exist primarily in Primary Tract 1, but are also present in Primary Tract 2. The 1,663,522 square foot Campbell Soup Complex, within Primary Tract 1, is substantially vacant. The four older buildings were vacated in 1988 and the power station has not been used since 1982. The fifth building, the new warehouse, is only partially occupied. Primary Tract 2 has scattered vacancies. Some of the structures owned by the City stand empty. It also appears that the building formerly occupied by American Roofers (Primary Tract 2) is substantially vacant. As

noted above, many of these vacant buildings have not been properly maintained and are in a state of disrepair, at times severe disrepair.

Structures Below Minimum Code.

The City of Chicago Inspectional Services report of April 4, 1991 identified building code violations according to addresses from the Harris Data for the R.P.A. area. The concentration of major code violations are on the properties along 35th Street in Primary Tract 1. The violations include notices for boiler room, electrical and elevator inspections and cite pending court cases for these violations.

Age.

A majority of buildings within the R.P.A. are older, having been built prior to the construction of the Stevenson Expressway. It is estimated that at least 80% of the total buildings in the R.P.A. were constructed more than 35 years ago, and greater than 40% were constructed over 50 years ago. One structure reportedly dates back to the early 1800's, according to the current users.

Lack Of Community Planning.

The City's 1966 Comprehensive Plan and its 1967 Plan Summary and Development Area supplements generally identify the R.P.A. as suitable for industrial. Subsequently other plans have been prepared for the land within the R.P.A. or adjacent to it, but there is no clear direction to guide or coordinate the necessary infrastructure improvements with the requirements of existing and potential industrial users.

These specific plans dealt with the area in a wide range of scenarios, varying from the Central Communities Area (Chicago 21 Plan) to the Mid-Chicago Economic Development Study (1966), but often resulted in conflicting and confusing policy which contributes to the blight. The primary weakness of these plans is that while they address characteristics of issues such as obsolescence and deleterious land use and layout, the means and methods of implementation that should be used to redevelop the area are not presented. The problems have therefore stayed and further manifest themselves over the years.

The lack of community planning exists in the failure to address how this land in the R.P.A., originally shaped by the Canal, can realize its potential in its relationship to today's dominant modes of transport. Additionally,

community planning is lacking in its failure to recognize how the unique layering of all three dominant modes of transport, that not only serve but define the R.P.A., can be exploited to provide for flexible, economically beneficial development.

The community planning also lacks in the absence of coordination and communication between financial resources and plans, the planning documentation, comprehensive plans, economic development plans, or the zoning ordinance and the City agencies responsible for implementation, such as the Sewer and Water departments.

Unused Disposal Site.

A portion of the area in Primary Tract 3 consists of property bordering the Sanitary Drainage and Ship Canal. This property contains earth, stone, and building debris. Many of the visible piles/mounds appear to be present from "fly" dumping, or dumping near the existing rail rights-of-way. In addition, there are a number of abandoned automobiles, used tires, and other debris strewn throughout the site. The slope and gradient varies on the site -- overall, the elevation is estimated to vary 20 to 30 feet above Kedzie Avenue (at grade) to the east, and slopes in relation to the western railroad property and the Canal.

Unused Railyard/Railroad Rights-Of-Way.

A portion of the area in Primary Tract 3 consists of property that once served as a rail right-of-way. An abandoned rail line exists from Hamlin Avenue to the western part of the primary tract. Further, older maps indicate that a number of spurs and/or switching lines once existed in this northwest corner of the tract. Cook County Assessor's data indicates that the railroad classification was removed in 1986. The property has been vacant since that time, based upon current inspections and review of aerial photos.

VII.

Overall Assessment Of Area Qualifications.

The primary cause of the R.P.A.'s stagnation relates to the interplay of a number of factors relating to its historical development. Its qualification for T.I.F. thus primarily and appropriately relies on area-wide factors.

The initial development was oriented toward shipping and railroad transportation, predating automobiles. The area, therefore, declined and stagnated as industry became heavily reliant on trucking.

As a result, the R.P.A. is characterized by obsolescence and deleterious land use and layout. Utilities systems are inadequate and require updating to modern standards. Furthermore, there is a shortage of parking for area workers due to excessive coverage of the land.

The overall decline has led to depreciation of improvements and buildings throughout the R.P.A.. Planning efforts to date have been generally ineffective because they were not implemented.

Individual buildings are older, many having been constructed prior to the 1950's, and are often obsolete; these two factors combine to produce excessive vacancies.

The vacant tracts of land generally have been subject to dumping, and contain abandoned railroad right-of-ways.

The R.P.A. as it exists today exhibits blighted characteristics which prohibit its redevelopment. The presence of the factors herein impairs the value of existing and new private investments thereby threatening the sound growth of the tax base of taxing districts in the area. The City's contemplated T.I.F. designation for the area is consistent with the intent of the T.I.F. legislation.

[Exhibit 1, Boundary Maps and Vicinity Map attached to this Appendix "A" constitute (Sub)Exhibits 2, 3, 4 and 5 attached to the Redevelopment Plan and Project and printed on pages 3347 through 3352 of this Journal.]

Exhibits 2, 3 and 4 attached to this Appendix "A" read as follows.

Exhibit 2.

*(To Appendix "A" Beginning On Page 3316
Of This Journal)*

Legal Description.

All that part of the southwest quarter of Section 25; the northeast quarter, the northwest quarter and the west half of the southeast quarter of Section 35; the north half, the east half of the southwest quarter and the southeast quarter of Section 36, all in Township 39 North, Range 13, East of the Third Principal Meridian, together with certain lots and blocks in Manchester, being Steele and Buchanan's Subdivision of that part of the east half of the northeast quarter of said Section 36, lying north of the Illinois and Michigan Canal according to the plat thereof recorded July 31, 1857; S. J. Walker's Subdivision of that part south of the canal of the northwest quarter of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, also that part south of the canal of the east half of the northeast quarter of said Section 36, according to the plat thereof recorded February 6, 1863; the Campbell Soup Company (Central Division) Subdivision of part of the northeast quarter of said Section 36, according to the plat thereof recorded May 23, 1930 as Document No. 10667452; the Campbell Soup Company's Subdivision of part of the northeast quarter of said Section 36, according to the plat thereof recorded July 24, 1957 as Document No. 16966716; and the Sanitary District Trustees' Subdivision of the right-of-way from the north and south center line of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, to the west line of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded March 31, 1908 as Document No. 4180216, more particularly described as follows:

beginning at the intersection of the southerly line of the Sanitary Drainage and Ship Canal, being the southerly line of Water Lot "B" in the Sanitary District Trustees' Subdivision, aforesaid, with the west right-of-way line of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway in the east half of the northeast quarter of said Section 36; thence southwesterly along the southerly line of said Sanitary Drainage and Ship Canal to the east line of California Avenue; thence north along the east line of California Avenue to the north line of 31st Street to the intersection of the northerly extension of a line drawn 667.24 feet east of and parallel with the west line of the northwest quarter of said Section 36; thence south along said parallel line and its northerly extension to the northerly line of the Chicago & Indiana Western Railroad right-of-

way; thence southwesterly along said northerly right-of-way line to the west line of Kedzie Avenue; thence south along the west line of Kedzie Avenue to the southerly right-of-way line of said Chicago & Illinois Western Railroad; thence west along said southerly right-of-way line to the west line of the east half of the northeast quarter of said Section 35; thence south along said west line to the southerly right-of-way line of the Illinois Central Railroad; thence westerly along said southerly right-of-way line to a point in a line 20 feet west of and parallel with the east line of the northwest quarter of said Section 35; thence south along said parallel line to the north line of the said Sanitary Drainage and Ship Canal, being the north line of Water Lot "E" in the Sanitary District Trustees' Subdivision, aforesaid; thence northeasterly along said northerly line to the west line of Kedzie Avenue; thence south along the west line of Kedzie Avenue, a distance of 258 feet to the south line of said Water Lot "E"; thence northeasterly along the southerly line of Water Lots "E" and "D" in said Sanitary District Trustees' Subdivision to its intersection with the west line of the Illinois Central Railroad right-of-way; thence southeasterly along said westerly right-of-way line to the east line of the west half of the northwest quarter of said Section 36; thence south along said east line to the southerly right-of-way line of the Atchison, Topeka & Santa Fe Railway; thence northeasterly along said southerly right-of-way line to the west line of California Avenue; thence south along the west line of California Avenue to the south line of 35th Street; thence east along the south line of 35th Street to the west line of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway right-of-way; thence north along said westerly right-of-way line to the point of beginning, in Cook County, Illinois.

Exhibit 3.

*(To Appendix "A" Beginning On Page 3316
Of This Journal)*

*Illinois Tax Increment Financing
Blight And Conservation Factors
Improved Areas.*

Block/Primary Tract Number	1	2	Summary
Number of Buildings	14	22	36
Number of Parcels	37	28	65

1. Age.
Number of Buildings 35 years
or Older 8 21 29/36
2. Decline of Physical Maintenance.
 - a. Number of Buildings
Evidencing 7 17 24/36
 - b. Number of Parcels with
Site Improvements
Evidencing Area Wide 100%
3. Deterioration.
 - a. Number of Buildings
Evidencing
 - b. Number of Parcels with
Site Improvements
Evidencing
4. Dilapidation.
 - a. Number of Buildings
 - b. Number of Parcels with
Site Improvements
Evidencing
5. Obsolescence.
 - a. Number of Buildings
 - b. Number of Parcels with
Site Improvements
Evidencing Area Wide 100%
6. Number of Buildings Below
Minimum Code. 3 5 8/36

7.	Number of Buildings Lacking Ventilation, Light, or Sanitation Facilities.			
8.	Number of Buildings with Illegal Uses.			
9.	Number of Buildings with Excessive Vacancies.	7	0	7/36
10.	Number of Buildings that are Abandoned.			
11.	Percentage of Block/Tract with Excessive Land Coverage.			
12.	Percentage of Block/Tract with Overcrowding of Structures.			
13.	Percentage of Block/Tract with Inadequate Utilities.	Area Wide		100%
14.	Percentage of Block/Tract with Deleterious Land Use or Layout.	Area Wide		100%
15.	Percentage of Block/Tract Suffering from Inadequate Community Planning.	Area Wide		100%

Vacant Area

A.	Block/Primary Tract Number	3
B.	No Buildings and Has Not Been in Agricultural Production in the Last 5 Years and is Not in an Industrial Park Conservation Area and Has Not Been Subdivided.	Yes
1.	Suffers from Obsolete Platting.	
2.	Diversity of Ownership.	
3.	Tax/Special Assessment Delinquencies.	
4.	All or Part Subject to Flooding.	

5.	Adjacent Areas Have Deteriorating Structures or Site Improvements.	
6.	Immediately Prior to Becoming Vacant, Qualified as a Blighted Improved Area.	
7.	Wholly or Partly an Unused Quarry or Quarries.	
8.	Wholly or Partly Unused Railyards, Railtracks or Railroad Rights-of-Way.	Yes
9.	Suffers from Chronic Flooding which Affects Real Property in the Area and Such Flooding is Substantially Caused by Improvements in the Proximity in Existence for at Least 5 Years.	
10.	Unused Disposal Site Containing Earth, Stone, Building Debris or Similar Material from Construction, Demolition, Excavation or Dredge Sites.	Yes
11.	Qualifies as Blighted Because it has at Least Two of Factors 1 -- 5 and Response on Line B is Yes.	No
12.	Has at Least One of Factors 6 -- 10 and the Response on Line B is Yes.	Yes

Exhibit 4.

*(To Appendix "A" Beginning On Page 3316
Of This Journal)*

Building Survey Methodology.

Building Condition Review.
(provided by Chicago Associates
Planners and Architects)

Depreciation of Physical Maintenance, Deterioration, and Dilapidation Factors were reviewed in a sequential manner.

Sequential in that depreciation leads to deterioration leads to dilapidation. Depending on the component of the structure involved the structure can show evidence of all three factors.

Example:

- Depreciation: Wood trim at windows, doors and eaves shows evidence of peeling paint.
- Deterioration: Gutters are hanging loose and connection between gutter and downspout are rusted away.
- Dilapidation: Foundation wall and masonry wall above are cracked and pushed out of alignment causing the roof structure to sag and be displaced.

1. Depreciation Of Physical Maintenance.

Focus on deferred maintenance and the lack of maintenance of buildings, improvements and grounds consists of the following:

A. Building.

1. Unpainted or unfinished surfaces.
2. Paint peeling.
3. Loose or missing materials.
4. Sagging or bowing walls, floors, roofs, and porches.
5. Cracked or broken windows.
6. Loose gutters or downspouts.
7. Loose or missing shingles.
8. Damaged building areas in disrepair.

B. Front Yards, Side-Yards, Back Yards And Vacant Parcels.

1. Accumulation of trash and debris.
2. Broken sidewalks.
3. Lack of vegetation.
4. Lack of paving and dust control.
5. Potholes.
6. Standing water.
7. Fences in disrepair.
8. Lack of mowing and pruning of vegetation.

C. Streets, Alleys And Parking Areas.

1. Potholes.
2. Broken-up or crumbling surfaces.
3. Broken curbs and/or gutters.
4. Areas of loose or missing materials.
5. Standing water.

D. Is it unsightly?

E. Is it a health and safety problem?

2. Deterioration.

Focus on physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

A. Deterioration of Buildings.

Buildings with Major Defects in the:

1. Secondary Building Components.

- a. Doors
- b. Windows
- c. Porches
- d. Gutters
- e. Downspouts
- f. Fascia materials

2. Major Defects In Primary Building Components.

- a. Foundations
- b. Frames
- c. Roofs

All buildings and site improvements classified as dilapidated would also be deteriorated.

- B. Deterioration Of Surface Improvements.

The conditions of roadways, alleys, curbs, gutters, sidewalks, off-street parking and surface storage areas may also evidence deterioration.

1. Surface cracking.
2. Crumbling.
3. Potholes and depressions.
4. Loose paving materials.
5. Weeds protruding through the surface.

C. General Economic Considerations.

1. Decline in quality of structure due to misuse, lack of maintenance, lack of investment, or age;
2. Low property values compared with other similar property in the municipality; and
3. Current land value with building is close to or below land value without building.

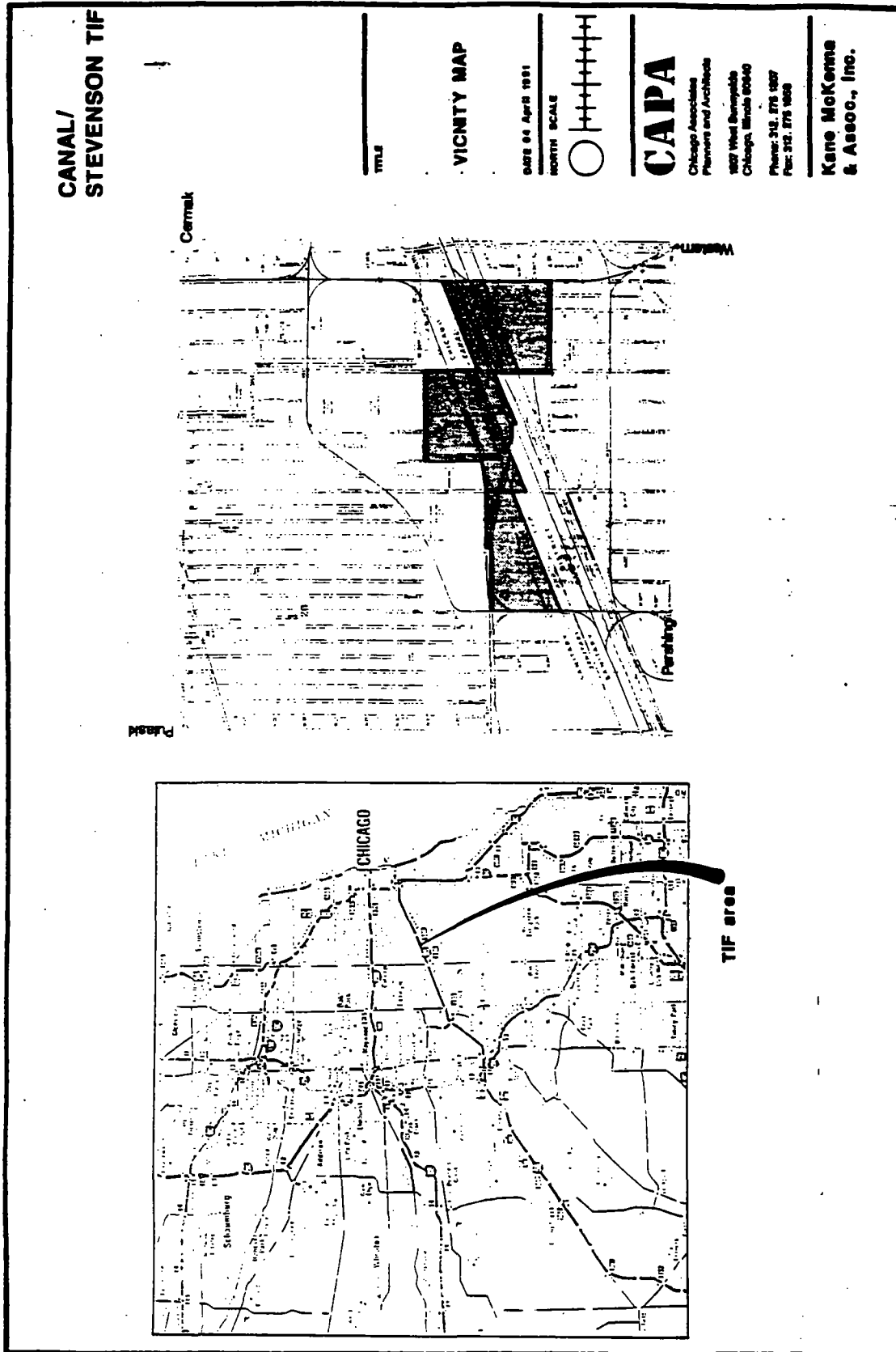
3. Dilapidation.

Focus on an "advanced" state of disrepair of buildings or improvements or the neglect of necessary repairs, showing evidence that the building or improvements are falling into a state of decay.

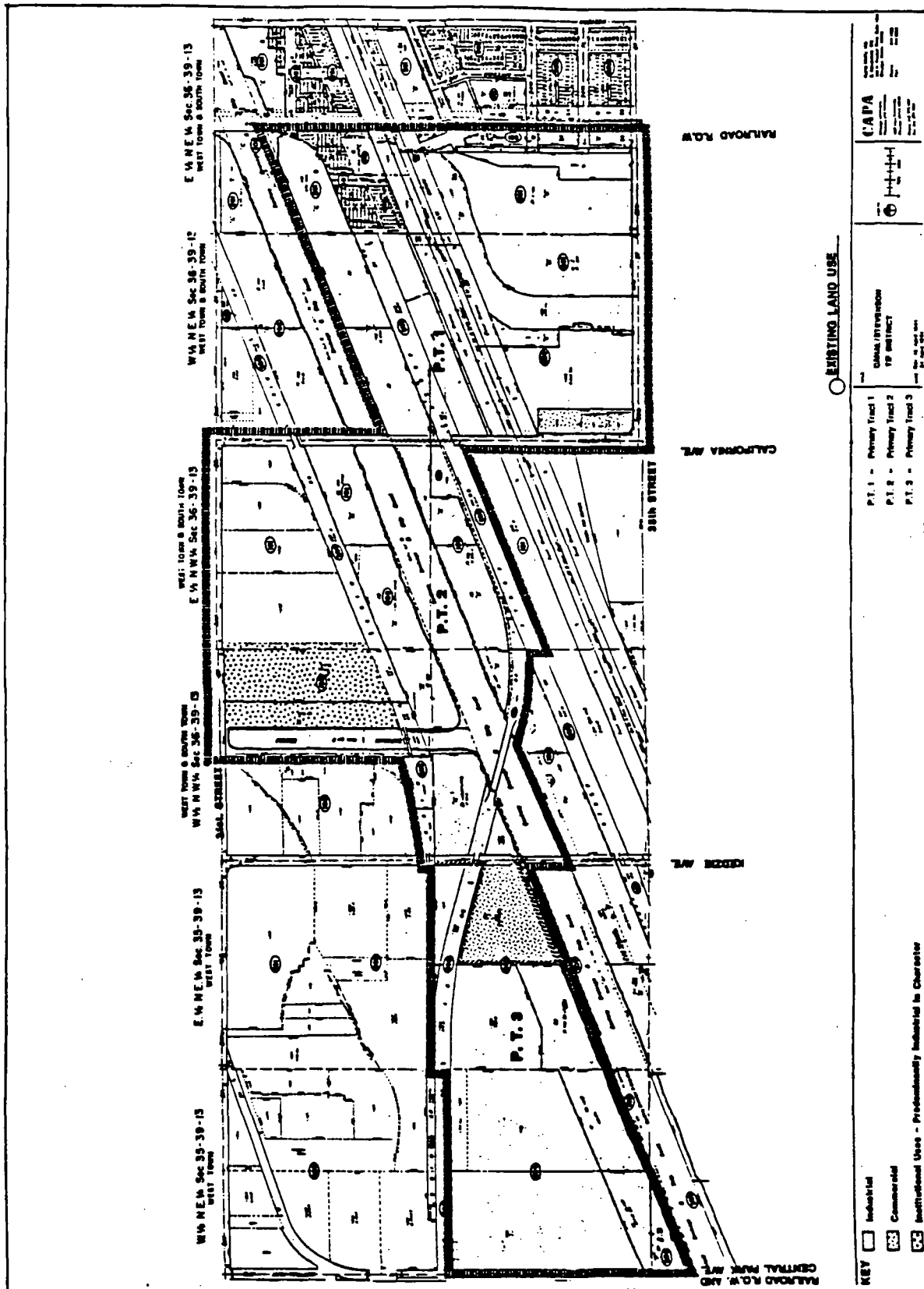
- A. Primary structural components (roof, bearing walls, floor structure, and foundation).
- B. Building systems (heating, ventilation, lighting, and plumbing).
- C. Secondary structural components in such combination and extent that:
 1. Major repair is required.
 2. The defects are so serious and so extensive that the buildings must be removed.
- D. Removal of the building is an option that is economically superior to almost any type of rehabilitation.
- E. Cost of repairs would be high especially when compared to return on investments.
- F. Safe use of the building is seriously impaired.

Building Age was determined through the review of City of Chicago data provided by the Department of Housing (Harris data).

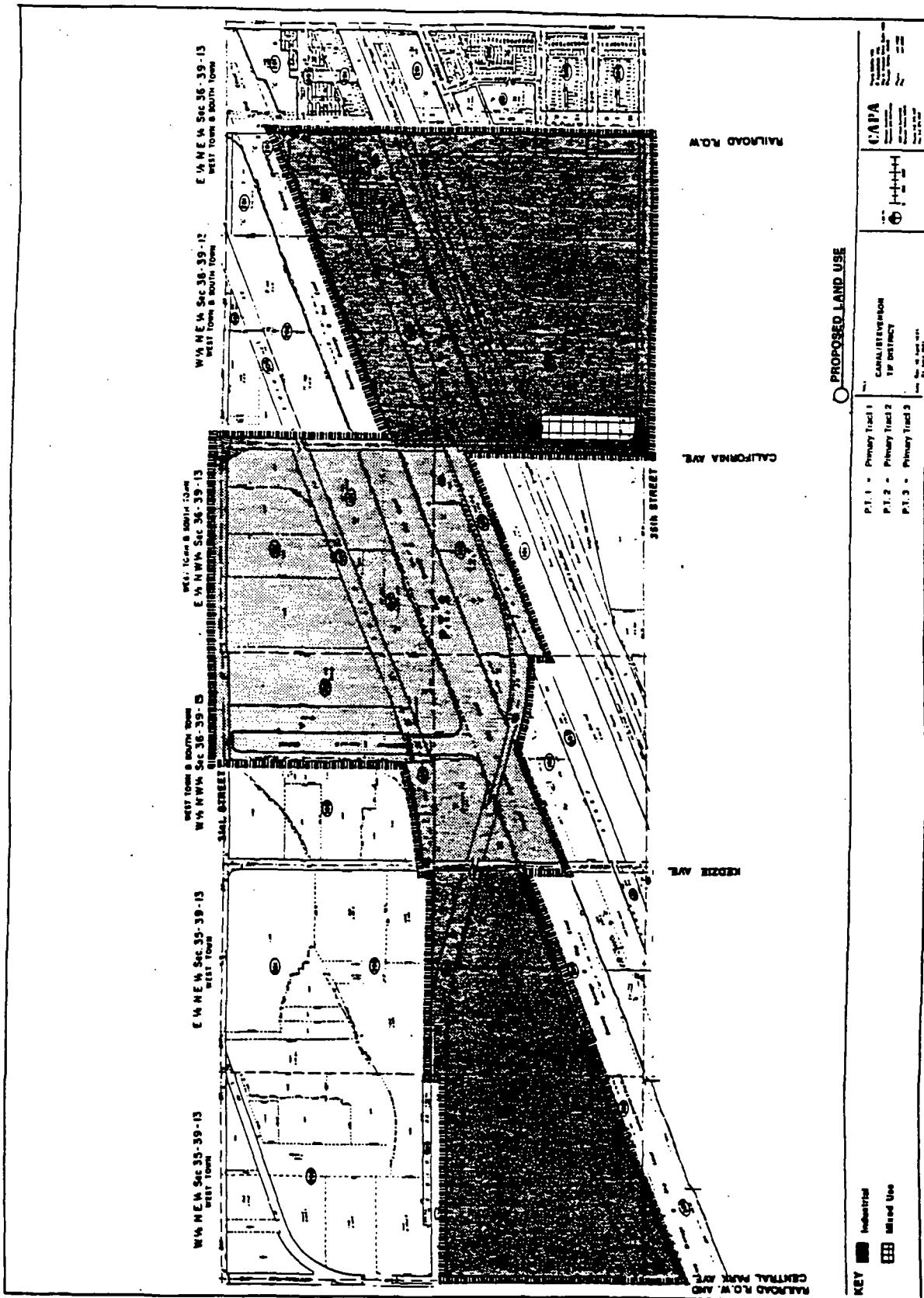
(Sub)Exhibit 2 to Redevelopment Plan and Project.



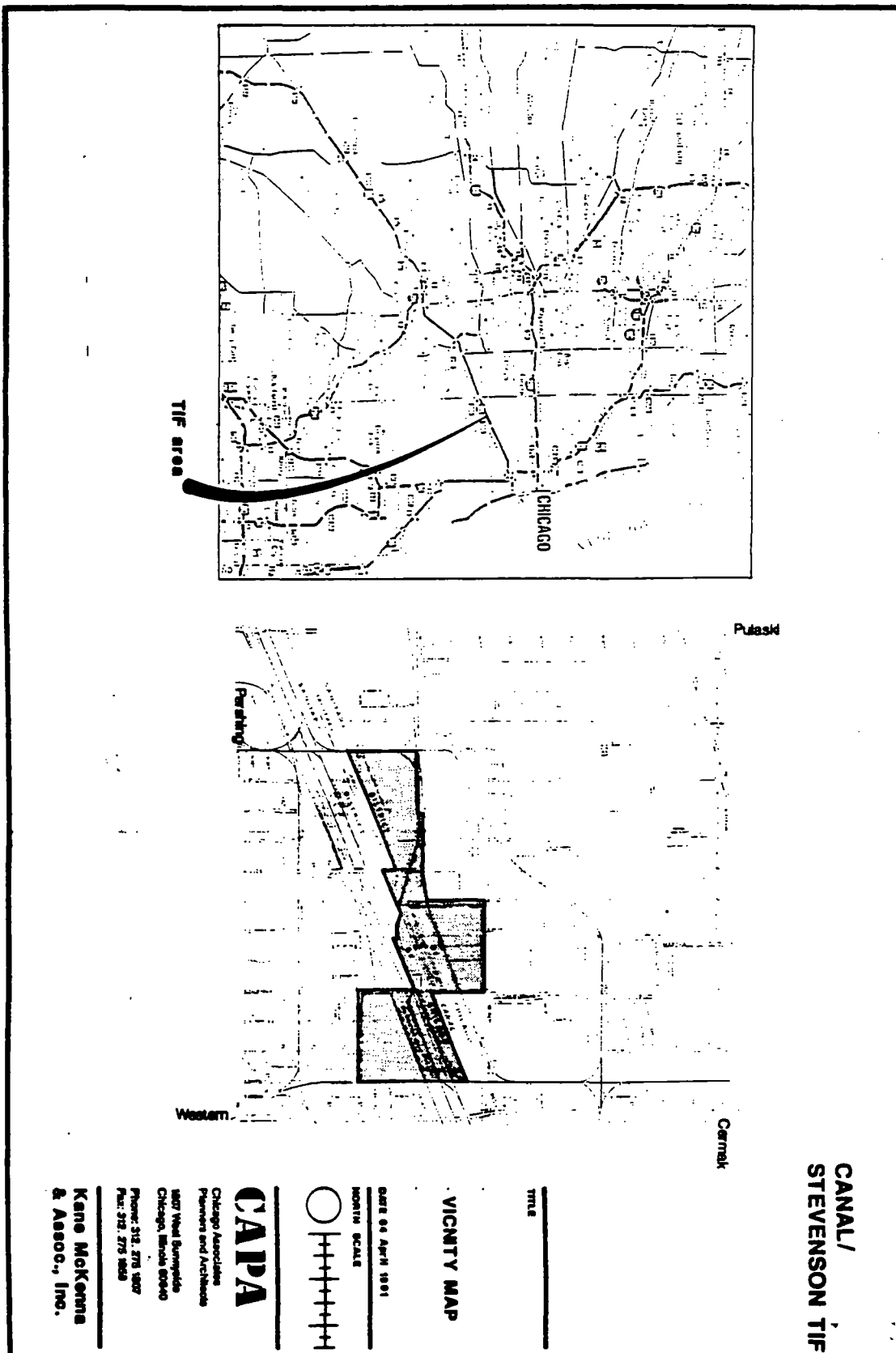
(Sub)Exhibit 4 to Redevelopment Plan and Project.



(Sub)Exhibit 5 to Redevelopment Plan and Project.



Vicinity Map to Appendix A.



DESIGNATION OF SANITARY DRAINAGE AND SHIP CANAL
AREA AS REDEVELOPMENT PROJECT AREA PURSUANT
TO ILLINOIS TAX INCREMENT ALLOCATION
REDEVELOPMENT ACT.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of the Sanitary Drainage and Ship Canal area as a redevelopment project area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with one dissenting vote, Alderman Burke.

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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 City Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area to be known as the "Sanitary Drainage and Ship Canal Redevelopment Project Area" (the "Area") described in Section 1 of this ordinance; and

WHEREAS, The corporate authorities have heretofore by ordinance adopted and approved the Plan and Project, which Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on June 18, 1991 and it is now necessary and desirable to designate the Area as a redevelopment project area pursuant to the Act; now, therefore,

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

SECTION 1. Area Designated. The Area, as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a redevelopment project area pursuant to Section 11-74.4-4 of the Act. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability shall not affect any of the remaining provisions of this ordinance.

SECTION 3. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict and this ordinance shall be in full force and effect immediately upon its passage by the City Council of the Municipality and approval by the Mayor.

[Exhibit "C" attached to this ordinance printed
on page 3357 of this Journal.]

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

*Exhibit "A".**Sanitary Drainage And Ship Canal**Legal Description.*

All that part of the southwest quarter of Section 25; the northeast quarter, the northwest quarter and the west half of the southeast quarter of Section 35; the north half, the east half of the southwest quarter and the southeast quarter of Section 36, all in Township 39 North, Range 13, East of the Third Principal Meridian, together with certain lots and blocks in Manchester, being Steele and Buchanan's Subdivision of that part of the east half of the northeast quarter of said Section 36, lying north of the Illinois and Michigan Canal, according to the plat thereof recorded July 31, 1857; S. J. Walker's Subdivision of that part south of the Canal of the northwest quarter of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, also that part south of the Canal of the east half of the northeast quarter of said Section 36, according to the plat thereof recorded February 6, 1863; the Campbell Soup Company (Central Division) Subdivision of part of the northeast quarter of said Section 36, according to the plat thereof recorded May 23, 1930 as Document No. 10667452; the Campbell Soup Company's Subdivision of part of the northeast quarter of said Section 36, according to the plat thereof recorded July 24, 1957 as Document No. 16966716; and the Sanitary District Trustees' Subdivision of the right-of-way from the north and south center line of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, to the west line of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded March 31, 1908 as Document No. 4180216, more particularly described as follows:

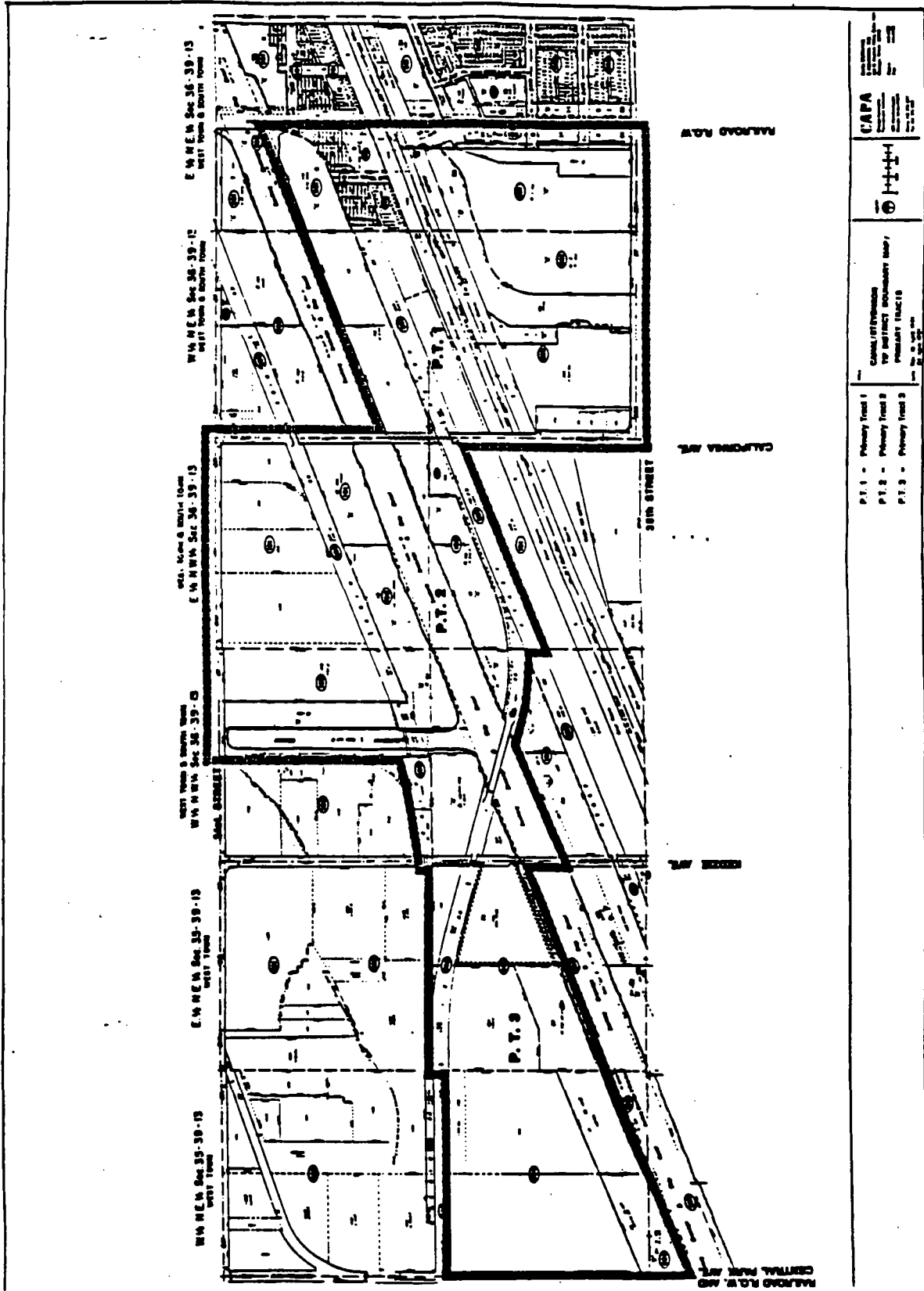
beginning at the intersection of the southerly line of the Sanitary Drainage and Ship Canal, being the southerly line of Water Lot "B" in the Sanitary District Trustees' Subdivision, aforesaid, with the west right-of-way line of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway in the east half of the northeast quarter of said Section 36; thence southwesterly along the southerly line of said Sanitary Drainage and Ship Canal to the east line of California Avenue; thence north along the east line of California Avenue to the north line of 31st Street to the intersection of the northerly extension of a line drawn 667.24 feet east of and parallel with the west line of the northwest quarter of said Section 36; thence south along said parallel line and its northerly extension to the northerly line of the Chicago & Illinois Western Railroad right-of-

way; thence southwesterly along said northerly right-of-way to the west line of Kedzie Avenue; thence south along the west line of Kedzie Avenue to the southerly right-of-way line of said Chicago & Illinois Western Railroad; thence west along said southerly right-of-way line to the west line of the east half of the northeast quarter of said Section 35; thence south along said west line to the southerly right-of-way line of the Illinois Central Railroad; thence westerly along said southerly right-of-way line to a point in a line 20 feet west of and parallel with the east line of the northwest quarter of said Section 35; thence south along said parallel line to the north line of the said Sanitary Drainage and Ship Canal, being the north line of Water Lot "E" in the Sanitary District Trustees' Subdivision, aforesaid; thence northeasterly along said northerly line to the west line of Kedzie Avenue; thence south along the west line of Kedzie Avenue, a distance of 258 feet to the south line of said Water Lot "E"; thence northeasterly along the southerly line of Water Lots "E" and "D" in said Sanitary District Trustees' Subdivision to its intersection with the west line of the Illinois Central Railroad right-of-way; thence southeasterly along said westerly right-of-way line to the east line of the west half of the northwest quarter of said Section 36; thence south along said east line to the southerly right-of-way line of the Atchison, Topeka & Santa Fe Railway; thence northeasterly along said southerly right-of-way line to the west line of California Avenue; thence south along the west line of California Avenue to the south line of 35th Street; thence east along the south line of 35th Street to the west line of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway right-of-way; thence north along said westerly right-of-way line to the point of beginning, in Cook County, Illinois.

Exhibit "B".

The Sanitary Drainage and Ship Canal Redevelopment Project Area is generally bounded by the Sanitary Drainage and Ship Canal on the south and the Chicago & Illinois Western Railroad right-of-way on the north from Central Park Avenue extended on the west to the Collateral Channel on the east; and Illinois Central Railroad right-of-way on the south and 31st Street on the north from the Collateral Channel on the west to California Avenue on the east; and 35th Street on the south and the Sanitary Drainage and Ship Canal on the north from California Avenue on the west to the Pittsburgh, Cincinnati, Chicago & St. Louis Railway right-of-way on the east.

EXHIBIT C



ADOPTION OF TAX INCREMENT ALLOCATION FINANCING
FOR PAYMENT OF REDEVELOPMENT COSTS
ASSOCIATED WITH SANITARY DRAINAGE
AND SHIP CANAL PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the adoption of Tax Increment Financing for the Sanitary Drainage and Ship Canal area as a redevelopment project area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with one dissenting vote, Alderman Burke.

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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 City Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"); and

WHEREAS, The Municipality has heretofore adopted by ordinance a redevelopment plan (the "Plan") and redevelopment project (the "Project") as required by the Act, and has heretofore designated by ordinance a redevelopment project area to be known as the Sanitary Drainage and Ship Canal Redevelopment Project Area (the "Area") as required by the Act, and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and the Project within the Area as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year the effective date of this ordinance until the Project costs and obligations issued in respect thereto have been paid, shall be divided as follows:

- a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to respective affected taxing districts in the manner required by law, in the absence of the adoption of tax increment allocation financing.
- b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Area over and above

the initial equalized assessed value of each property in the Area shall be allocated to, and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "1991 Sanitary Drainage and Ship Canal Redevelopment Project Area Special Tax Allocation Fund" of the Municipality and such taxes be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

SECTION 3. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Superseder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict and this ordinance shall be in full force and effect immediately upon its passage by the City Council of the Municipality and approval by the Mayor.

[Exhibit "C" attached to this ordinance printed on
page 3363 of this Journal.]

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

Exhibit "A".

Sanitary Drainage And Ship Canal

Legal Description.

All that part of the southwest quarter of Section 25; the northeast quarter, the northwest quarter and the west half of the southeast quarter of Section 35; the north half, the east half of the southwest quarter and the southeast quarter of Section 36, all in Township 39 North, Range 13 East of the Third Principal Meridian together with certain lots and blocks in Manchester, being Steele and Buchanan's Subdivision of that part of the east half of the northeast quarter of said Section 36, lying north of the Illinois and Michigan

Canal, according to the plat thereof recorded July 31, 1857; S. J. Walker's Subdivision of that part south of the canal of the northwest quarter of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, also that part south of the canal of the east half of the northeast quarter of said Section 36, according to the plat thereof recorded February 6, 1863; the Campbell Soup Company (Central Division) Subdivision of part of the northeast quarter of said Section 36, according to the plat thereof recorded May 23, 1930 as Document No. 10667452; the Campbell Soup Company's subdivision of part of the northeast quarter of said Section 36, according to the plat thereof recorded July 24, 1957 as Document No. 16966716; and the Sanitary District Trustees' Subdivision of the right-of-way from the north and south center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian, to the west line of Section 7, Township 38 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded March 31, 1908 as Document No. 4180216, more particularly described as follows:

beginning at the intersection of the southerly line of the Sanitary Drainage and Ship Canal, being the southerly line of Water Lot "B" in the Sanitary District Trustees' Subdivision, aforesaid, with the west right-of-way line of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway in the east half of the northeast quarter of said Section 36; thence southwesterly along the southerly line of said Sanitary Drainage and Ship Canal to the east line of California Avenue; thence north along the east line of California Avenue to the north line 31st Street to the intersection of the northerly extension of a line drawn 667.24 feet east of and parallel with the west line of the northwest quarter of said Section 36; thence south along said parallel line and its northerly extension to the northerly line of the Chicago & Illinois Western Railroad right-of-way; thence southwesterly along said northerly right-of-way to the west line of Kedzie Avenue; thence south along the west line of Kedzie Avenue to the southerly right-of-way line of said Chicago & Illinois Western Railroad; thence west along said southerly right-of-way line to the west line of the east half of the northeast quarter of said Section 35; thence south along said west line to the southerly right-of-way line of the Illinois Central Railroad; thence westerly along said southerly right-of-way line to a point in a line 20 feet west of and parallel with the east line of the northwest quarter of said Section 35; thence south along said parallel line to the north line of the said Sanitary Drainage and Ship Canal, being the north line of Water Lot "E" in the Sanitary District Trustees' Subdivision, aforesaid; thence northeasterly along said northerly line to the west line of Kedzie Avenue; thence south along the west line of Kedzie Avenue, a distance of 258 feet to the south line of said Water Lot "E"; thence northeasterly along the southerly line of Water Lots "E" and "D" in said Sanitary District Trustees' Subdivision to its intersection with the west line of the Illinois Central Railroad right-of-way; thence southeasterly along said westerly right-of-way line to the east line of the west half of the northwest quarter of said Section

36; thence south along said east line to the southerly right-of-way line of the Atchison, Topeka & Santa Fe Railway; thence northeasterly along said southerly right-of-way line to the west line of California Avenue; thence south along the west line of California Avenue to the south line of 35th Street; thence east along the south line of 35th Street to the west line of the Pittsburgh, Cincinnati, Chicago & St. Louis Railway right-of-way; thence north along said westerly right-of-way line to the point of beginning, in Cook County, Illinois.

Exhibit "B".

The Sanitary Drainage and Ship Canal Redevelopment Project Area is generally bounded by the Sanitary Drainage and Ship Canal on the south and the Chicago & Illinois Western Railroad right-of-way on the north from Central Park Avenue extended on the west to the Collateral Channel on the east; and Illinois Central Railroad right-of-way on the south and 31st Street on the north from the Collateral Channel on the west to California Avenue on the east; and 35th Street on the south and the Sanitary Drainage and Ship Canal on the north from California Avenue on the west to the Pittsburgh, Cincinnati, Chicago & St. Louis Railway right-of-way on the east.

AUTHORIZATION FOR EXECUTION AND DELIVERY OF
REDEVELOPMENT AGREEMENT WITH HAWTHORN
REALTY GROUP, INC. FOR REDEVELOPMENT
OF SANITARY DRAINAGE AND SHIP
CANAL PROJECT AREA.

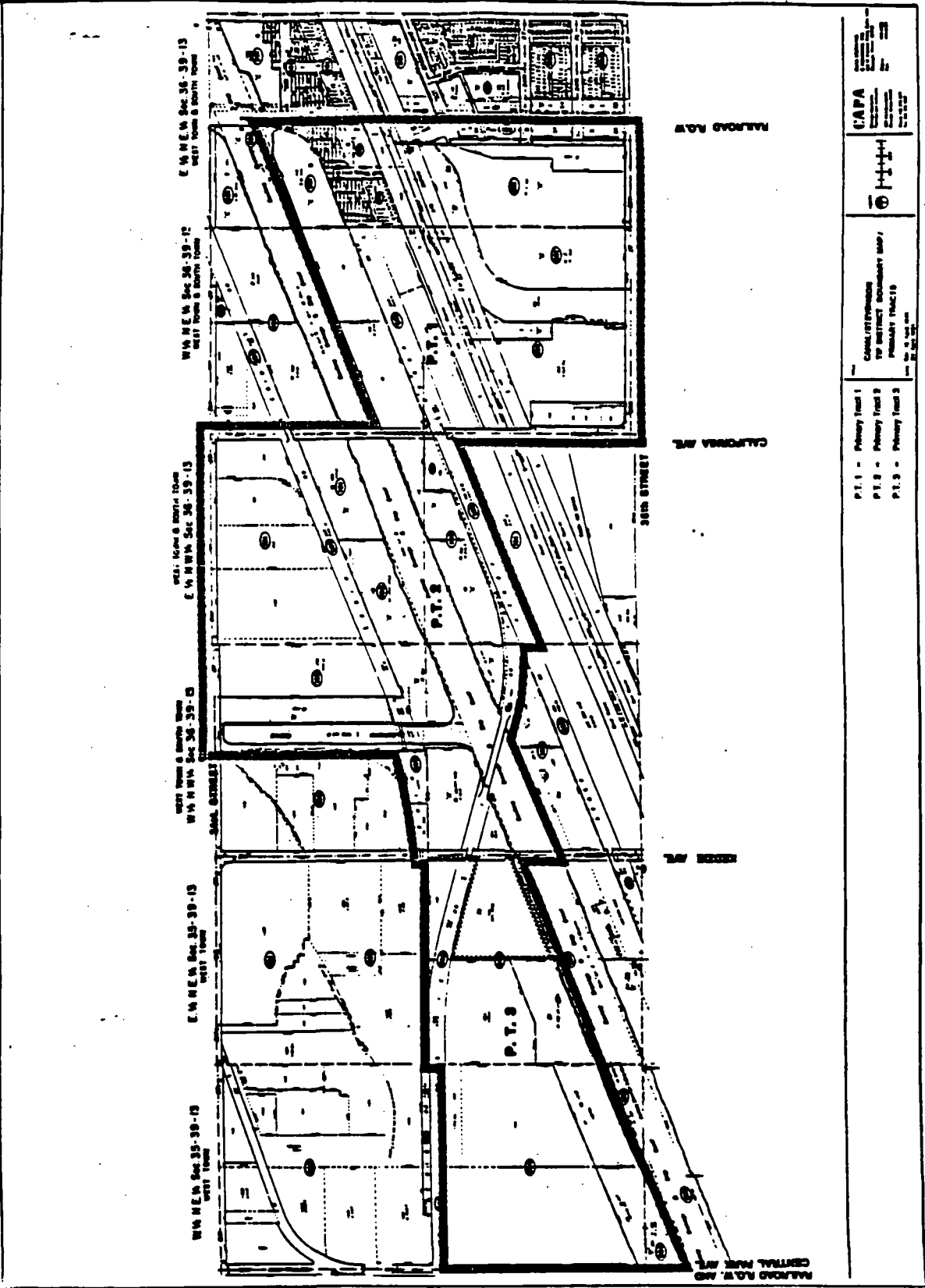
The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

(Continued on page 3264)

Exhibit "C".



(Continued from page 3362)

Your Committee on Finance, having had under consideration an ordinance authorizing the executing of a Redevelopment Agreement with the Hawthorn Realty Group, Inc. for the redevelopment of the Sanitary Drainage and Ship Canal area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee with one dissenting vote, Alderman Burke.

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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 City Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, The City has adopted the following ordinances: (1) "An Ordinance of the City of Chicago, Illinois, approving a Tax Increment Plan and Redevelopment Project for the Sanitary Drainage and Ship Canal Redevelopment Project Area (the 'Redevelopment Project')", (2) "An Ordinance of the City of Chicago, Illinois, designating the Sanitary Drainage and Ship Canal Redevelopment Project Area of said City a Redevelopment Project Area pursuant to Tax Increment Allocation

Redevelopment Act (the 'Project Area')", and (3) "An Ordinance of the City of Chicago, Illinois, adopting Tax Increment Allocation Financing for the Sanitary Drainage and Ship Canal Redevelopment Project Area". The foregoing ordinances hereinafter collectively referred to as (the "T.I.F. Ordinances"); and

WHEREAS, The City Council of the City of Chicago, Illinois (the "City") on June 28, 1991 authorized, pursuant to an ordinance (the "C.D.B.G. Loan Ordinance"), the Commissioner of the Department of Economic Development ("D.E.D.") to enter into and execute a loan agreement pursuant to which the City would make a loan (the "C.D.B.G. Float Loan") to Hawthorn Realty Group, Inc. (the "Developer") in accordance with certain terms and conditions attached to the C.D.B.G. Loan Ordinance; and

WHEREAS, Pursuant to the C.D.B.G. Loan Ordinance a condition of making the C.D.B.G. Float Loan to the Developer is that the City adopt the T.I.F. Ordinances; and

WHEREAS, It is now desirable and in the best interest of the City and the Developer to enter into a redevelopment and loan agreement between the City and the Developer (the "Redevelopment Agreement") to provide for redevelopment of a portion of the Project Area and to incorporate the terms and conditions of the C.D.B.G. Loan Ordinance; now, therefore,

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

SECTION 1. Execution of Redevelopment Agreement. The Commissioner of D.E.D. is hereby authorized to execute and deliver a Redevelopment Agreement substantially in the form attached hereto and made a part hereof as Exhibit A, and such other supporting documents which may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, and the C.D.B.G. Float Loan Ordinance with such changes, deletions, insertions and completions as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approvals. Additionally, the Commissioner of D.E.D. is hereby authorized to approve such changes, deletions, insertions and completions as may be required by the issuer of the Letter of Credit securing the loan to be made to the Developer pursuant to the C.D.B.G. Float Loan Ordinance.

SECTION 2. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 3. Superseder and Effective Date. This ordinance shall have control over any provision of any ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict, and this ordinance

shall be in full force and effect immediately upon its passage by the corporate authorities and approval by the Mayor.

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

Exhibit "A".

*35th And Rockwell
Redevelopment And Loan Agreement.*

This 35th and Rockwell Redevelopment and Loan Agreement ("Agreement") is made as of this ____ day of ____, 1991 by and between the City of Chicago, an Illinois municipal corporation ("City"), through its Department of Economic Development ("D.E.D."), having its offices at 24 East Congress Parkway, Chicago, Illinois 60605 and Hawthorn Realty Group, Inc., a Delaware corporation, authorized to do business in Illinois, located at 10275 West Higgins Road, Rosemont, Illinois 60018 (the "Developer").

Recitals:

A. As a home rule unit of government under Section 6(a), Article VII of the 1970 constitution of the State of Illinois ("State"), the City has the authority to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of blight throughout its communities, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with third parties to achieve these goals.

B. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, Ill. Rev. Stat. Ch. 24, para. 11-74.4-1 et seq. as supplemented and amended (1989), (the "Act") to finance the redevelopment of blighted areas.

C. To stimulate and induce redevelopment pursuant to the Act, the City Council of the City of Chicago (the "City Council") adopted the following ordinances on _____, 1991: (1) "An Ordinance of the City of Chicago, Illinois, approving a Tax Increment Redevelopment Plan and Redevelopment Project, for the Sanitary Drainage and Ship Canal Redevelopment Project Area", (2) "An Ordinance of the City of Chicago,

Illinois, designating the Sanitary Drainage and Ship Canal Redevelopment Project Area of said City a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act", and (3) "An Ordinance of the City of Chicago, Illinois, adopting Tax Increment Allocation Financing for the Sanitary Drainage and Ship Canal Redevelopment Project Area". (The foregoing ordinances are collectively referred to herein as the "T.I.F. Ordinances".) The Sanitary Drainage and Ship Canal Redevelopment Project Area (the "Redevelopment Area") is legally described in (Sub)Exhibit A attached hereto and incorporated herein by reference.

D. The Developer intends to demolish a portion of a vacant industrial facility and perform other related site preparation ("Phase 1 of the Project"). The Developer further plans to redevelop a 31-acre industrial park on property located at 2550 West 35th Street, Chicago, Illinois ("Phase 2 of the Project"). All property contained in Phase 1 of the Project and Phase 2 of the Project is legally described in (Sub)Exhibit B attached hereto and incorporated herein by reference (the "Property"). The Property is located within the Redevelopment Area as designated by the T.I.F. Ordinances. Phase 1 and Phase 2 are collectively referred to as the "Project". The Project is described in detail and listed by line item and cost in (Sub)Exhibit C attached hereto and incorporated herein by reference.

E. The Project will be constructed in accordance with the Sanitary Drainage and Ship Canal Tax Increment Financing Redevelopment Plan and Redevelopment Project ("Redevelopment Plan") approved pursuant to the T.I.F. Ordinances attached hereto as (Sub)Exhibit D and incorporated herein by reference.

F. The City, as recipient of Community Development Block Grant funds ("C.D.B.G. Funds") made available pursuant to Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) (and all rules and regulations promulgated pursuant thereto, collectively, the "C.D. Act"), may currently use available but unexpended C.D.B.G. funds (the "C.D.B.G. Float Funds") for the making of loans for short-term interim financing of eligible community development activities, provided that the City is reasonably assured that in the event the C.D.B.G. Float Funds are required for other City programs authorized and approved pursuant to the C.D. Act, such loans will be repaid immediately to the City.

G. The City Council of the City, by ordinances passed June 7, 1990, November 7, 1990 and February 6, 1991, has authorized funding for a C.D.B.G. Float Loan Program (the "Program") and found that it is in the best interests of the City and the public to make short-term loans from C.D.B.G. Float Funds to encourage economic development and housing initiatives.

H. The City Council of the City, by ordinance passed June 28, 1991, authorized the Commissioner of D.E.D. (the "Commissioner") to negotiate a loan of C.D.B.G. Float Funds to the Developer in an amount not to exceed

Three Million and no/100 Dollars (\$3,000,000.00) (the "C.D.B.G. Float Loan") for the purpose of providing interim financing for Phase 1 of the Project.

I. The C.D.B.G. Float Loan shall be evidenced by the promissory demand note of the Developer (the "C.D.B.G. Float Loan Note") and shall be secured by a letter of credit and such collateral and/or security as shall be equal to or in excess of the original principal amount plus interest of the C.D.B.G. Float Loan, all as hereinafter set forth in Section__ of this Agreement.

J. The redevelopment of the Project would not reasonably be anticipated without the financing programs contemplated by this Agreement.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals.

The foregoing recitals are hereby incorporated into this agreement by reference.

Section 2. Conditions Precedent.

The following conditions shall be complied with to the City's satisfaction five (5) business days prior to the date on which the closing of the C.D.B.G. Float Loan occurs:

(a) Approval by City Council of the 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; and

(b) 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; and

(c) 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; and

(d) Equity investment of no less than \$3.6 Million by the Developer; and

(e) Addition of Joseph Beale as co-maker, guarantor or surety on the C.D.B.G. Float Loan Note; and

(f) The Developer, at its own expense, shall furnish the City with a title insurance policy (the "Title Policy") in the most recently revised A.L.T.A. or equivalent form of title insurance policy, issued by Chicago Title and Trust Company (the "Title Company"). The Title Policy shall be later-dated to the date on which the C.D.B.G. Float Loan is closed ("Closing Date") and shall contain only those title exceptions which have been approved by the City's office of the Corporation Counsel ("Corporation Counsel"). The Title Policy shall also contain such endorsements as shall be required by the Corporation Counsel. The Developer shall also provide certified copies of all easements and encumbrances of record and documentation relating to the purchase of the Property; and

(g) The Developer, at its own expense, shall furnish the City with five (5) current (dated within 45 days prior to the Closing Date) plat of surveys ("Surveys"), acceptable in form and content to the City and the Title Company and prepared by a surveyor registered in the State of Illinois. The Surveys shall be certified to the City and the Title Company, and shall also certify whether or not the Property is in a flood hazard area as identified by the United States Department of Housing and Urban Development ("H.U.D."); and

(h) The Developer, at its own expense, shall insure the Property in accordance with Section 12 herein. Certificates or binders evidencing the required coverages, along with paid receipts, shall be delivered to D.E.D. on the Closing Date; and

(i) The Developer shall furnish proof satisfactory to D.E.D. that the Developer has sufficient funds on hand or irrevocably available to complete Phase 1 of the Project and satisfy its obligations under this Agreement as related to Phase 1 of the Project. The Developer shall also identify the source of said funds; and

(j) The Developer, at its own expense, shall furnish the City with an opinion from Developer's counsel, substantially similar in form and content to the opinion attached hereto as (Sub)Exhibit F. The opinion shall be from an independent counsel having no direct or indirect financial or ownership interest in Developer or the Property. The opinion shall be delivered to the Corporation Counsel on the Closing Date; and

(k) The Developer shall furnish the City satisfactory evidence that the Property and the Project are in compliance with all applicable federal, state and local laws, statutes, rules, regulations, executive orders, ordinances and codes pertaining to or affecting the Phase 1 Project and the Property; and

(l) The Developer shall furnish the City with a Project Budget as defined in Section 8.01 herein; and

(m) The Developer, at its own expense, shall provide the City with current financing statements, judgment searches and federal and state tax lien searches showing no security interests, judgments, federal or state tax liens on the Developer, the Property or any personal property or fixtures thereon except any liens or encumbrances approved by D.E.D..

Section 3. Covenants/Representations/Warranties.

Developer represents, warrants and covenants to the City as follows:

3.01 Compliance With Laws.

The Developer shall be governed by, adhere to and obey all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders applicable to the Project and the Property.

3.02 General Covenants.

The Developer represents that: (a) it is a Delaware corporation, duly organized and validly existing under the laws of the State of Delaware, and is authorized to do business in Illinois; (b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by corporate action and will not violate the Articles of Incorporation or bylaws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under, require any consent under, or result in the creation of any lien, charge or encumbrance upon the Project, the Property, or any property of Developer under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound; (d) the Developer has and shall maintain good, indefeasible and merchantable title to the Property free and clear of all liens, undisputed claims (provided Developer has first notified the City in writing of any disputed claims), and encumbrances except those specifically referred to in (Sub)Exhibit G ("Permitted Encumbrances") attached hereto and incorporated herein by reference; (e) Developer is now and shall remain solvent and able to pay its debts as they mature; (f) there are no actions or proceedings by or before any court, governmental commission, board, bureau or other administrative agency pending, threatened or affecting Developer, the Property or the Project; (g)

Developer has and shall maintain all governmental permits, certificates and consents (including without limitation, appropriate environmental clearances and approvals) necessary to conduct its business and to construct and complete Phase 1 of the Project; (h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or other agreement or instrument related to the borrowing of monies to which Developer is a party or by which Developer is bound; (i) the financial materials furnished to the City by or on behalf of Developer (the "Financials") are complete, correct and accurately present the assets, liabilities, results of operations and total financial condition of Developer. Moreover, there has been no adverse change in the assets, liabilities, results of operations or financial condition of Developer since the dates of the Financials.

3.03 Redevelopment Plan.

The information contained in the Redevelopment Plan regarding the Redevelopment Area, the Project, and the Property is true, correct and complete in all respects.

3.04 Real Estate Tax Projections.

The City has relied in all material respects upon the Developer's projections of tax revenues estimated to be received from the Property (attached hereto as (Sub)Exhibit H and incorporated herein by reference) and the Developer represents that said tax projections are accurate and complete in all respects.

3.05 Real Estate Taxes.

Developer agrees to pay or cause to be paid when due all real estate taxes assessed in connection with the Property.

3.06 Governmental Charge.

The Developer agrees to pay or cause to be paid, when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or Project, or become due and payable, and which create, may create or appear to create a lien upon all or any portion of the Property or Project provided, however, that if by law, any such Governmental Charge is payable or, at the option of the taxpayer,

may be paid in installments, Developer may pay the same together with any accrued interest on the unpaid balance of such Governmental Charge in installments as the same becomes due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest. "Governmental Charge" shall mean all federal, state, county, city, or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Developer, the Property or the Project including, specifically, real estate taxes. The Developer shall furnish D.E.D. within thirty (30) days after the date upon which any Governmental Charge is due and payable by Developer, official receipts of the appropriate authority, or other proof satisfactory to D.E.D. evidencing payment thereof. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property to collect the same. However, Real Estate Taxes Must Be Paid In Full When Due And May Only Be Disputed After Such Payment Is Made And In Accordance With The Terms Of This Agreement. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.E.D. of the Developer's intent to contest or object to a Governmental Charge and, unless at D.E.D.'s sole option, (i) the Developer shall demonstrate to D.E.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any portion of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.E.D. in such form and amounts as D.E.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate fully to pay any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall so advise D.E.D. thereof in writing, at which time D.E.D. may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.E.D. deems advisable. All sums so paid by D.E.D., if any, and any expenses, if any, including attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly reimbursed to D.E.D. by the Developer. However, notwithstanding anything contained herein to the contrary, this

Section shall not be construed to obligate the City to pay any such Governmental Charge.

3.07 Non-Governmental Charge.

The Developer agrees to pay or cause to be paid, when due any Non-Governmental Charge (as defined below) assessed or imposed upon the Developer, the Property or Project, or which becomes due and payable, and which creates, may create or appear to create a lien upon all or any portion of the Property or Project; provided, however, that if, by law, any such Non-Governmental Charge is payable or, at the option of the taxpayer, may be paid in installments, Developer may pay the same together with any accrued interest on the unpaid balance of such Non-Governmental Charge in installments as the same becomes due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest. "Non-Governmental Charge" shall mean all non-governmental charges, liens, claims or encumbrances relating to Developer, the Property or the Project. The Developer shall furnish D.E.D. within thirty (30) days after the date upon which any Non-Governmental Charge is due and payable by the Developer, official receipts of the appropriate authority, or other proof satisfactory to D.E.D. evidencing payment thereof. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Non-Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property to collect the same. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Agreement.

3.08 Use Of Proceeds.

Proceeds of the C.D.B.G. Float Loan shall be used solely to pay for costs of Phase 1 of the Project and related costs as provided for in this Agreement provided, however, that all such costs are eligible costs under both the Act and the C.D. Act.

3.09 Term Of Covenants.

All warranties, representations and covenants of the Developer contained in this Agreement shall be true, accurate and complete at the

time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto for as long as the C.D.B.G. Float Loan is outstanding and the Redevelopment Area is in effect.

3.10 Equal Opportunity.

The Developer covenants and agrees that the Project shall be open to all persons regardless of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income, and that all contractors and subcontractors engaged in the rehabilitation of the Project shall provide equal opportunity for employment without discriminating against the persons referenced above.

3.11 Impairment Of Obligations.

The Developer shall immediately notify D.E.D. of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents or agreements as long as the C.D.B.G. Float Loan is outstanding or the Redevelopment Area is in effect.

3.12 Conflict Of Interest.

The Developer warrants and represents that no member, official or employee of the City has any personal interest, direct or indirect, in the Developer's business; nor shall any such member, official or employee participate in any decision relating to the Developer's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

3.13 Developer's Liabilities.

The Developer shall not enter into any transaction which would materially and adversely affect the Developer's ability to perform its obligations hereunder or to repay the Developer's liabilities. The Developer's liabilities shall mean all obligations and liabilities of Developer to the City whether primary, as a surety or guarantor, direct, contingent, fixed or otherwise, presently or hereafter owing, due or payable and however evidenced, created, incurred or acquired.

3.14 Financial Statement.

The Developer shall maintain and provide to D.E.D. annual audited financial statements relating to the Project, prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently maintained throughout the appropriate periods commencing December 31, 1991 and every December 31st thereafter so long as the C.D.B.G. Float Loan is outstanding and the Redevelopment Area is in effect. In addition, upon D.E.D.'s request, the Developer shall submit statements of the Developer's financial condition prepared in accordance with generally accepted accounting principles and practices consistently maintained throughout the requisite periods. To the extent that said audited financial statements constitute proprietary information and in accordance with applicable law, said financial statements shall not be disseminated to the general public. The Commissioner may accept financial statements prepared by the Developer in accordance with generally accepted accounting principles in lieu of audited financial statements. Developer shall also submit statements of Developer's employment profile upon the City's request.

3.15 Covenant To Redevelop.

Upon D.E.D.'s approval of the Plans and Specifications (as defined in Section 4 herein) and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all exhibits attached hereto, the Redevelopment Plan, the T.I.F. Ordinances, the C.D.B.G. Float Loan, and the Plans and Specifications and all amendments thereto.

3.16 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 12 herein as long as the C.D.B.G. Float Loan is outstanding and the Redevelopment Area is in effect.

Section 4. Plans And Specifications.

4.01 Plans And Specifications.

No later than sixty (60) days after the execution of this Agreement and prior to the disbursement of the C.D.B.G. Float Loan, the Developer shall

deliver to D.E.D. for its prior review and approval complete demolition construction documents for Phase 1 of the Project (the "Plans and Specifications"). D.E.D. shall then have fifteen (15) business days to approve or reject the Plans and Specifications. Failure by D.E.D. to approve or deny the Plans and Specifications within the fifteen (15) day period shall be deemed an approval of said Plans and Specifications. The Developer may simultaneously submit the Plans and Specifications to the City's Building Department, Department of the Public Works and such other City departments as may be necessary for the Developer to receive the necessary building permits and other governmental approvals for Phase 1 of the Project. Construction and/or demolition work on Phase 1 of the Project shall not proceed until Developer has received a permit, proof of subcontractor's bonding and D.E.D.'s approval of the Plans and Specifications relating to the portion of the Phase 1 Project for which the Developer is anticipating disbursement. In no event shall Developer request or receive disbursement for all or any portion of the Phase 1 Project unless Developer has received D.E.D.'s prior approval of the Plans and Specifications relating to the disbursement request. The Developer shall construct the Phase 1 Project in accordance with this Agreement, the Redevelopment Plan, the T.I.F. Ordinances, and the C.D.B.G. Float Loan. The Plans and Specifications shall conform to the Redevelopment Plan as amended from time to time and all applicable state and local laws, ordinances and regulations. Amendments to the Plans and Specifications in the form of Change Orders (as defined below) or otherwise must be submitted by the Developer to D.E.D. for D.E.D.'s prior written approval in accordance with Section 4.02 below.

4.02 Change Orders.

The City reserves the right to review Change Orders (as defined below) to determine whether construction of the Phase 1 Project is in compliance with the provisions of this Agreement and all (Sub)Exhibits attached hereto, the Plans and Specifications and all amendments thereto, the Project Budget, the Redevelopment Plan, the T.I.F. Ordinances and the C.D.B.G. Float Loan. The review process shall be as follows: with the exception of Change Orders totalling Twenty-five Thousand Dollars (\$25,000.00) or less, and up to an aggregate amount of One Hundred Fifty Thousand Dollars (\$150,000.00), the Developer shall not authorize or permit the performance of any remodeling, reconstruction, demolition or construction relating to the Project or the furnishing of materials in connection with the Project pursuant to any Change Order (as defined below) without D.E.D.'s prior written approval which shall be given or denied within ten (10) business days after D.E.D. receives the request for the Change Order. The request shall contain documentation substantiating the need for the Change Order. The construction contract, if any, between Developer and the general contractor for the Project shall contain a provision to this effect. Failure by D.E.D. to approve or deny any

Change Order within the ten (10) business day period shall be deemed an approval of the particular Change Order in question for the purposes of this Agreement only. The term "Change Order" as used in this Agreement shall mean any amendment or modification to the Plans and Specifications and the Project Budget approved by D.E.D. for the Project. An approved (or deemed approved) Change Order shall not be deemed to imply any obligation by the City to increase funding or other assistance to the Developer.

4.03 Revised Plans And Specifications.

In the event that D.E.D. rejects all or any portion of the Plans and Specifications, the Developer shall have fifteen (15) days from the date the Developer is notified of such rejection to submit revised or corrected Plans and Specifications for D.E.D. approval.

4.04 D.E.D. Approval.

Any approvals (or deemed approvals) made by D.E.D. of the Plans and Specifications and the Change Orders are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or the approvals required pursuant to any City ordinance, code or regulation or any other governmental approvals, nor does any approval by D.E.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project. Any approval (or deemed approval) shall have no effect upon nor shall it operate as a waiver of the Developer's obligations to comply with all City codes, ordinances and regulations. Any approval (or deemed approval) of any Change Order shall not be deemed to imply any increase in funding or other assistance to the Developer.

Section 5. Utilities/Permit Fees.

5.01 Utility Connections.

Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided Developer first complies with all City requirements governing such connections, including the payment of any fees and costs related thereto.

5.02 Permit Fees.

In connection with the development of the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on, and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other property within the City.

Section 6. Performance Bond.

The Developer shall require that the general contractor require each subcontractor for the Project to be bonded for its performance and payment by sureties having a AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. The City shall be named as obligee or additional obligee on each performance bond. The Commissioner in his sole discretion may waive this requirement if he receives sufficient evidence that Developer will complete the Project.

Section 7. Project.

7.01 Authority To Construct.

In order to further the development of the Redevelopment Area, the City hereby designates the Developer as the City's agent and authorizes the Developer to oversee the planning, coordination and construction of Phase 1 of the Project to be carried out in accordance with this Agreement.

7.02 Funding For Improvements.

The parties agree that proceeds from bonds anticipated to be issued in accordance with the Act shall be the primary source of permanent funding for Phase 1 of the Project provided, however, the Developer shall pay the amount by which the actual cost of Phase 1 of the Project exceeds the proceeds, if any, of bonds anticipated to be issued in accordance with the Act provided, however, it is understood that the City is not obligated to issue any bonds.

7.03 Bid Requirement.

Prior to entering into an agreement with a contractor for construction of Phase 1 Project, the Developer shall solicit bids from qualified contractors eligible to do business with and having an office located in the City in accordance with the requirements of the Municipal Purchasing Act for Cities of 500,000 or More Population, Ill. Rev. Stat. Ch. 24, par. 8-10-1 et seq. (1989), a copy of which is attached hereto as (Sub)Exhibit I, and the City purchasing guidelines attached hereto as (Sub)Exhibit J. The Developer shall select the contractor submitting the lowest responsible bid for the Phase 1 Project who can complete the Phase 1 Project in a timely manner. The City shall have the right to inspect all bids submitted and shall have final approval over the bid process. If the Developer selects other than the lowest responsible bidder for the Phase 1 Project, the Developer shall pay the difference between the lowest responsible bid and the bid selected.

7.04 Construction Contract.

If applicable, the Developer shall enter into a construction contract with the contractor selected to implement the Phase 1 Project in accordance with Section 7.03 above. Within five (5) business days after execution of the construction contract by the Developer, the contractor and any other parties thereto, and prior to disbursement of the proceeds of the C.D.B.G. Float Loan, the Developer shall deliver to D.E.D. and the Corporation Counsel a certified copy of the construction contract together with any modifications, amendments or supplements thereto. The form of the construction contract to be used by Developer is attached hereto as (Sub)Exhibit K and incorporated herein by reference. However, construction shall not begin until the Plans and Specifications have been approved by D.E.D. and all requisite permits have been obtained.

7.05 Excess Costs.

In the event the aggregate cost of the Phase 1 Project exceeds the anticipated amount, if any, bonds issued pursuant to the Act of the available proceeds of the Developer shall be solely responsible for those excess costs and shall hold the City harmless from any and all costs and expenses of completing the Phase 1 Project.

7.06 Demolition/Completion.

The Developer shall begin demolition of the Phase 1 Project within thirty (30) days after the date of this Agreement and shall complete Phase 1 of the Project no later than six months from the start date.

Section 8. Project.

8.01 Project Budget.

The Developer shall furnish D.E.D. with a cost analysis, attached hereto as (Sub)Exhibit L and incorporated herein by reference, in a form and content satisfactory to D.E.D., which shall detail the total costs of the Project (including costs incidental thereto) by line item and cost and also certify that the Developer's Equity (as defined in Section 10 herein) together with the proceeds of the C.D.B.G. Float Loan shall be sufficient to pay all Project costs ("Project Budget"). The Project Budget shall be certified by the Developer to the City to be true, correct and complete in all respects and shall be dated as of the date of this Agreement. The Developer shall promptly deliver to D.E.D. certified copies of any revisions to the Project Budget.

8.02 Progress Reports.

The Developer shall provide D.E.D. with monthly progress reports detailing the construction status and completion date of the Project.

Section 9. Disbursement.

9.01 Depository Of Funds.

The C.D.B.G. Float Loan shall be disbursed pursuant to a construction escrow agreement to be entered into with an escrowee to be selected by the City. Such agreement shall be satisfactory in form and content to the Corporation Counsel, the escrowee and the Developer.

9.02 Payment For Improvements.

The Developer has prepared (Sub)Exhibit C which lists the Project by line item and cost. Prior to authorizing payment of an amount in excess of any allocated line item amount, Developer shall give five (5) days prior written notice to D.E.D. specifying (i) the nature of the improvement and amount allocated to the improvement in (Sub)Exhibit C, (ii) the amount in excess of the line item amount, (iii) the reason for the excess amount, and (iv) the availability of other funds to cover the excess amount. In addition, if no contingency fund for construction of improvements exists or if 50% or less of the established contingency fund remains, the Developer shall not pay nor authorize payment of an amount in excess of any allocated line item amount unless: (i) the Developer has either satisfied D.E.D. that there are sufficient funds available with which to complete the remaining Phase I Project; or (ii) the Developer, with D.E.D.'s written consent has reduced the scope of the Phase 1 Project so that the remaining funds are adequate to pay for the cost of completion of the Phase 1 Project.

Section 10. Additional Financing.

10.01

The Developer shall provide the City with a complete accounting of all equity previously expended on the Project ("Equity") attached hereto as (Sub)Exhibit M and incorporated herein by reference. This accounting shall be satisfactory to the City in form and content. The total amount of Equity committed to the Project and expended in the construction and completion of the entire Project shall be no less than \$3,600,000 as detailed in the Phase 1 and Phase 2 Project Budget attached hereto as (Sub)Exhibit L.

10.02

The Developer shall provide collateral for the C.D.B.G. Float Loan as follows:

Letter of Credit in an amount equal to principal and interest Capitalized over two (2) years and 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 attached hereto as (Sub)Exhibit N and incorporated herein by reference 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.

Section 11. Indemnification.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) Developer's failure to comply with any of the terms, covenants and conditions contained in this Agreement, or (ii) Developer's or any contractor's failure to pay contractors, subcontractors, or materialmen in connection with the Project, or (iii) the existence of any material misrepresentation or omission in the Redevelopment Plan which is the result of information supplied or omitted by Developer or its agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iv) Developer's failure to cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto.

Section 12. Insurance.

12.01 Categories.

The Developer shall at all times provide, maintain and keep in force the following policies of insurance:

(a) Insurance against loss or damage to any improvements on the Property by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage", in an amount not less than \$3,000,000.

(b) Comprehensive public liability insurance (primary and umbrella), including coverage for elevators and escalators, if any, on the Property and completed operations coverage for two years after any construction or repair at the Property has been completed, on an occurrence basis against claims for personal injury, including, without limitation, bodily injury, death or property damage occurring on, in or about the Property and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than \$1,000,000 per occurrence combined single limit. Products/completed

operation, independent contractors and contractual liability coverages shall also be included.

(c) During the course of any demolition, construction or repair at the Property, including improvements and/or betterments, All Risk Blanket Builder's Risk Insurance against all risks of physical loss, on a completed value basis, including collapse and transit coverage with a deductible not to exceed \$10,000.00, in non-reporting form, covering the total value of work performed and fixtures, machinery, equipment, supplies and materials furnished that are or will be part of the Property and containing the "permission to occupy upon completion of work" endorsement. Coverage extensions shall include earthquake, and boiler and machinery insurance covering any pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air conditioning and elevator and escalator equipment located on the Property, and insurance against loss of occupancy or use arising from any breakdown therein.

(d) If the Property is located in an area that has been identified by H.U.D. as an area having special flood hazards and, if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, flood insurance in an amount at least equal to the cost of the Property or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

(e) Worker's Compensation and Occupational Disease Insurance in accordance with the requirements of Illinois law, covering all employees who are to provide a service in connection with the Project. Employer's liability coverage with limits of not less than \$100,000 per occurrence shall be included.

(f) Automobile Liability Insurance with limits of not less than \$500,000 per occurrence combined single limit, for bodily injury and property damage.

(g) Professional Liability Insurance covering any architects, engineers and consulting firms utilized in connection with the Project with limits of not less than \$250,000. This policy shall include Prior Acts coverage and/or Extended Reporting Period.

(h) Such other insurance in form, content, amounts and with such companies as may be required by the City.

12.02 Delivery Of Policies; Payment Of Premiums.

All insurance policies, including endorsements required by the terms of this Agreement shall be in form, content, amount and with such companies satisfactory to the City's Department of Finance, Risk Management Office located at 510 North Peshtigo Court, Chicago, Illinois 60602. All insurance policies (other than policies of worker's compensation insurance) shall be maintained for and name the City as an additional insured, and the policies required by Section 12.01 hereof shall have attached thereto a City's loss payable endorsement for the benefit of the City with the original of all required policies of insurance or, in lieu thereof, with original certificates of such insurance in form satisfactory to the Developer and the City and certified copies of said policies of insurance. The Developer shall pay all premiums in whole or part when due. At least thirty (30) days prior to the expiration of each such policy, the Developer shall furnish the City evidence satisfactory to the City of the payment of the premium and the reissuance of a policy continuing insurance in force as required by this Agreement. The Developer will deliver to the City the originals of all insurance policies no later than thirty (30) days after the Closing Date, and all additional, renewal or replacement policies not less than thirty (30) days prior to their respective expiration dates. Each policy of insurance required by this Agreement shall contain a provision that such policy shall not be cancelled or amended, including any reduction in the scope or limits of coverage, without a minimum of sixty (60) days prior written notice to the City.

All policies of insurance required by the terms of this Agreement shall contain an endorsement or agreement by insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the Developer which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all right set-off, counterclaim or deductions against the Developer, and shall provide that the amount payable for any loss shall not be reduced by reasons of co-insurance.

In the event the Developer shall fail to comply with this section, the City, at its option (without waiving or releasing any obligation or default by the Developer under this Agreement) shall have the unqualified right to obtain or maintain any of the insurance policies required under this Agreement. All sums so expended by the City shall be promptly reimbursed by the Developer upon demand by the City.

Section 13. Maintaining Records/Right To Inspect.

13.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the amount and disposition of the total cost of the activities paid for with the C.D.B.G. Float Loan proceeds. All such books, records and other documents including, but not limited to, the Developer's loan statements, general contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices shall be available at the Developer's offices for inspection, copying, audit and examination by any authorized representative of the City. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Phase I Project.

13.02 Inspection Rights.

Any authorized representative of the City shall have access to all portions of the Project and Property during normal business hours as long as the Redevelopment Area is in effect.

Section 14. Equal Employment Opportunity.

The Developer and its successors and assigns, contractors, subcontractors, tenants and lessees, agree that so long as the Redevelopment Area is in effect:

- (a) The Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status, or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988. The Developer will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin or ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion,

or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting for the provisions of this nondiscrimination clause.

- (b) To the greatest extent feasible, the Developer shall create training and employment opportunities for the benefit of low- and moderate-income residents of the Redevelopment Area. Moreover, to the greatest extent possible, contracts for work performed in connection with the Project shall be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the Redevelopment Area.
- (c) All solicitation or advertisements for employees placed by or on behalf of the Developer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge, or source of income.
- (d) Simultaneously upon the execution and delivery of this Agreement, the Developer and the City of Chicago, Mayor's Office of Employment and Training ("M.E.T.") will enter into a "First Source Agreement" in the form attached hereto as (Sub)Exhibit P and incorporated herein by reference.
- (e) The Developer shall comply with federal and state equal employment and affirmative action statutes, rules and regulations, including but not limited to the City and State Human Rights Acts, and any subsequent amendments and regulations promulgated pursuant thereto.
- (f) The Developer agrees to be bound by and comply with the Minority Business Enterprise and Women Business Enterprise Commitment provisions contained in (Sub)Exhibit Q attached hereto and incorporated herein by reference. For the purposes of this Agreement, the following terms used in (Sub)Exhibit Q shall have the following meanings: (i) year advertised shall mean year of Closing Date, (ii) contractor, bidder and proposer shall mean the Developer, (iii) total contract prices shall mean total costs of the Project as indicated in the Project Budget.
- (g) The Developer will include the foregoing provisions in every contract entered into in connection with the Project, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, and every lease or sublease so that such provision will be binding upon each such

contractor, or subcontractor, tenant or subtenant as the case may be. The term Developer as used in this section shall be deemed to include the Developer's successors, assigns, contractors, subcontractors, tenants and lessees.

Section 15. Notice.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested.

If To City:

City of Chicago
Department of Economic
Development
24 East Congress Parkway
Room 700
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

City of Chicago
Department of Law
121 North LaSalle Street
Room 511, City Hall
Chicago, Illinois 60602
Attention: Division of Finance and
Economic Development

City of Chicago
Department of Economic
Development
Division of Planning
24 East Congress Parkway
Room 700
Chicago, Illinois 60602
Attention: Deputy Commissioner

If To Developer:

Hawthorn Realty Group, Inc.
10275 West Higgins Road
Rosemont, Illinois 60018
Attention: _____

With Copies To:

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

Section 16. Environmental Matters/Hazardous Waste.

16.01 Environmental Studies.

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with this Agreement and all (Sub)Exhibits attached hereto, the Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

16.02. Definitions.

For purposes of this Agreement, "Hazardous Material" means: (i) "hazardous substances", as defined by the Comprehensive Environmental Response, Compensation and Liability Act ("C.E.R.C.L.A."), 42 U. S. C., Sec. 9601, et seq., and the Illinois Environmental Protection Act ("Illinois Environmental Act"), Ill. Rev. Stat., Ch. 111½, Sec. 1001, et seq.; (ii) "hazardous wastes", as defined by the Resource Conservation and Recovery Act ("R.C.R.A."), 42 U.S.C., Sec. 6902, et seq.; (iii) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (iv) more than 100 gallons of crude oil, or any fraction thereof, which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute); (v) any radioactive materials, including any source, special nuclear or by-product material, as defined at 42 U. S. C., Sec. 2011, et seq., as amended or hereafter amended; and (vi) asbestos in any form or condition.

16.03 Representations And Warranties.

Developer represents and warrants to the City that:

- (a) **Compliance.** To the best of Developer's knowledge, after due inquiry, the Property (including underlying groundwater and areas leased to tenants, if any), and the use and operation thereof, are currently in material compliance with all applicable laws, ordinances, requirements and regulations, including consent decrees and health and safety and protection of the environment, including those statutes, laws, regulations and ordinances identified in Paragraph 1 above, all as amended and modified from time to time (collectively, "Environmental Laws"). To the best of Developer's knowledge, all Hazardous Materials, if any, generated or handled on the Property have been disposed of in a lawful manner.
- (b) **Absence of Hazardous Material.** No generation, manufacture, storage, treatment, transportation or disposal (except for the asbestos material and related material incident to the demolition of existing structures and simultaneous removal of such material as part of Phase 1 of the Project) of Hazardous Material (to the best of Developer's knowledge) occurred or is occurring on or from the Property. No environmental or public health or safety hazards currently exist with respect to the Property or the business or operations conducted thereon. To the best of Developer's knowledge, after due inquiry, no underground storage tanks (including petroleum storage tanks) are present on or under the Property.
- (c) **Proceedings and Actions.** There have been (to the best of the Developer's knowledge) no past, and there are no pending or threatened: (i) actions or proceedings by a governmental agency or any other entity regarding public health risks or the environmental condition of the Property, or the disposal or presence of Hazardous Material on the Property; or (ii) liens or governmental actions, notices of violations, notice of noncompliance or other proceedings of any kind that could impair the value of the Property.

16.04 Developer's Covenants.

The Developer agrees with the City as follows:

- (a) Compliance. The Property and the use and operation thereof, shall be in material compliance with all Environmental Laws. All required governmental permits and licenses shall remain in effect and the Developer shall comply therewith. All Hazardous Materials, present, handled or generated on the Property will be disposed in a lawful manner. The Developer will satisfy all requirements of applicable Environmental Laws for the maintenance and removal of all underground storage tanks on the Property, if any. Without limiting the foregoing, all Hazardous Material shall be handled in compliance with all applicable Environmental Laws.
- (b) Absence of Hazardous Material. Other than Permitted Material, no Hazardous Material shall be introduced to or handled on the Property without 30 days prior written notice to the City.
- (c) Proceedings and Actions. The Developer shall immediately notify the City and provide copies within ten (10) days of receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Property or compliance with Environmental Laws. The Developer shall promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of the City. The Developer shall keep the Property free of any lien imposed pursuant to any Environmental Laws.
- (d) Environmental Audit. The Developer shall provide such information and certifications which the City may reasonably request from time to time to insure the Developer's compliance with this Agreement. To investigate the Developer's compliance with Environmental Laws and with this Agreement, the City shall have the right, but no obligation, at any time to enter upon the Property, take samples, review books and records of the Developer, interview the employees and officers of the Developer, and conduct similar activities. The Developer shall cooperate in the conduct of such an audit.

16.05 City's Right To Rely.

The City is entitled to rely upon the Developer's representations and warranties contained in this Agreement despite any independent investigations by the City or its consultants. The Developer shall take reasonable actions to determine for itself, and to remain aware of, the environmental condition of the Property and shall have no right to rely

upon any environmental investigations or findings made by the City or its consultants.

16.06 Indemnifications.

The term "City's Environmental Liability" shall mean any losses, liabilities, obligations, penalties, claims, litigation demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements or expenses of any kind or nature whatsoever (including attorney's fees at trial and appellate levels and expert's fees and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, incurring by or asserted or awarded against the City in connection with or arising from:

- (a) any Hazardous Material, on, in or under or affecting all or any portion of the Property, the groundwater under the Property or any Hazardous Material released from the Property which is affecting any surrounding areas;
- (b) any misrepresentation, inaccuracy or breach of any warranty, covenant or agreement contained or referred to in this Agreement;
- (c) any violation or claim of violation by the Developer of any Environmental Laws;
- (d) the imposition of any lien on the Property for damages caused by or the recovery of any costs for the cleanup, release or threatened release of Hazardous Material; or
- (e) any claim by the Developer against the City under C.E.R.C.L.A. or any state equivalent, or any similar law now existing or hereafter enacted.

The Developer agrees to indemnify, defend (at trial and appellate levels and with counsel acceptable to the City and at the Developer's sole cost) and hold the City free and harmless from and against the City's Environmental Liability provided, however, notwithstanding anything to the contrary in this Agreement, the Developer shall have no obligation under this Agreement in connection with the City's Environmental Liability arising out of the City's gross negligence or willful misconduct. The foregoing indemnification, defense and hold harmless obligations shall survive the term or repayment of the C.D.B.G. Float Loan or any

transfer of the Property by foreclosure or by a deed in lieu of foreclosures for any of the City's Environmental Liability.

It is expressly understood and agreed that to the extent that the City is strictly liable under any Environmental Laws, the Developer's obligation to the City under this indemnity shall likewise be without regard to fault on the part of the Developer with respect to the violation or condition which results in liability to the City.

16.07 Survival.

The foregoing indemnification, defense and hold harmless obligations shall survive the term or repayment of the C.D.B.G. Float Loan or any transfer of the Property by foreclosure or by a deed in lieu of foreclosure for any City's Environmental Liability.

16.08 Interest.

Any amount claimed hereunder by the City which is not paid by the Developer within 30 days after written demand from the City shall bear interest at the rate of 12% per year.

16.09 Binding Nature.

The indemnities and agreements contained herein shall be continuing, irrevocable and binding upon each of the persons and entities comprising the Developer and their respective successors and assigns, and shall benefit the City and its successors and assigns.

16.10 No Impairment.

The Developer's obligations hereunder shall in no way be impaired, reduced or released by reason of the City's omission or delay to exercise any right described herein or any act or omission of the City in connection with any notice, demand, warning or claim regarding violations of codes, laws or ordinances governing the Property.

The Commissioner may waive any or all of the requirements of this Section 16 to the extent not applicable or if he receives adequate evidence or other assurances from the Developer that the Developer will comply

with and indemnify the City in connection with any environmental matters.

Section 17. Miscellaneous.

17.01 Amendment.

This Agreement and any (Sub)Exhibits attached hereto, may not be amended without the prior written consent of the City.

17.02 Entire Agreement.

This Agreement (including the (Sub)Exhibits attached hereto) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

17.03 Limitation Of Liability.

No member, official, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or any successor in interest or on any obligation under the terms of this Agreement.

17.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

17.05 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

17.06 Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership, or joint venture, or to create or imply any association or relationship involving the City.

17.07 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

17.08 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

17.09 Assignment.

The Developer may not sell, transfer, assign or otherwise dispose of this Agreement in whole or in part without the prior written consent of the City. The Developer consents to the City's sale, assignment, transfer or other disposition of this Agreement at any time in whole or in part.

17.10 Severability.

If any provision of this Agreement, or any paragraph, sentence, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part was never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

17.11 Governing Law.

This Agreement shall be governed by and construed in accordance with Illinois law.

17.12 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to City shall be in form and content satisfactory to City.

17.13 Term Of Agreement.

This Agreement and all provisions herein shall remain in full force and effect until retirement of C.D.B.G. Float Loan issued in connection with the Project.

17.14 Signs.

The City reserves the right to: (a) erect a sign of a size and style approved by the City in a conspicuous location on the Property during the construction period of the Project, indicating that financing has been provided by the City (b) include the name, photograph, artistic rendering and other pertinent information of Developer, the Property and the Project in the City's promotional literature and communications.

17.15 Approval.

Wherever this Agreement provides for the approval or consent of the City or D.E.D., or any matter is to be to the City's or D.E.D.'s satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City or D.E.D. in their sole discretion.

17.16 Binding Effect.

This Agreement shall be binding upon the Developer and its successors and assigns and shall inure to the benefit of the City, its successors and assigns.

17.17 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective parties with respect to any other default or with respect to any particular default except to the extent specifically waived by the City or the Developer in writing.

17.18 Specific Performance.

Upon a breach of this Agreement either of the parties in any court of competent jurisdiction may by any action or proceeding at law or in equity, secure the specific performance of the covenants and agreements herein contained or may be awarded damages for failure of performance or both.

In Witness Whereof, The parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

Developer:

Hawthorn Realty Group, Inc.,
a Delaware corporation
authorized to do business in Illinois

Attest:

Assistant Secretary

By: _____

Its: _____

City:
City of Chicago, an Illinois
municipal corporation

By: _____
Joseph James

Its: Commissioner, Department
of Economic Development

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____, personally known to me to be _____ of Hawthorn Realty Group, Inc. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as a free and voluntary act for the uses and purposes therein set forth.

Notary Public

(Seal)

My commission expires: _____

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that Joseph J. James, personally known to me to be the Commissioner of the City of Chicago Department of Economic Development and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as a free and voluntary act for the uses and purposes therein set forth.

Notary Public

(Seal)

My commission expires: _____

[(Sub)Exhibits A through Q referred to in this Agreement
unavailable at time of printing.]

**AUTHORIZATION TO ACCEPT FUNDING FROM PRIVATE
SECTOR PARTICIPANTS UNDER "BUSINESS
INFRASTRUCTURE ASSISTANCE
PROGRAM".**

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the establishment of a Business Infrastructure Assistance Program, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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") and is a home rule unit under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City has heretofore received Community Development Block Grant Funds ("C.D.B.G. Funds") for the purpose, in part, of funding a City program entitled the Business Infrastructure Assistance Program (the "Program") formerly known as the Industrial Capital Assistance Program; and

WHEREAS, The Program is designed to promote the revitalization of commercial and industrial areas of the City through the timely implementation of physical improvements; and

WHEREAS, The eligible improvements under the Program may include all elements of public infrastructure which require either new installation, repair, replacement or relocation; and

WHEREAS, In order to leverage the amount of C.D.B.G. Funds currently available to the City, the Program is structured to require that the private sector and the City share the costs of each specific infrastructure project ("Project") on an equal basis subject to adjustment based upon final Project costs, provided that in any case the total amount of the City share not exceed \$250,000 of those Project costs; now, therefore,

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

SECTION 1. The City is hereby authorized either to reimburse the City share to the private sector participant or to accept funds received from the

private sector (the "Private Share Funds") under the Program and such funds received are hereby appropriated for such purpose.

SECTION 2. The Comptroller of the City (the "Comptroller") is hereby directed to disburse the C.D.B.G. Funds and the Private Share Funds on an equal basis as required to carry out each Project.

SECTION 3. In the event final Project costs exceed initial Project cost estimates, the City may, upon the recommendation of the Commissioner (the "Commissioner") of the Department of Economic Development and with the concurrence of the Budget Director of the City, contribute additional funds in excess of the City's one-half share of Project costs but in no event shall the total amount of the City share exceed \$250,000.

SECTION 4. The Mayor, the Commissioner, the Comptroller and the Purchasing Agent, as the case may be, are authorized to approve or execute, and the City Clerk to attest, subject to the review of the Corporation Counsel, applications, agreements and amendments thereto pertaining to the Program, all in accordance with applicable federal, state and local requirements.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

AUTHORIZATION FOR ISSUANCE OF TAX INCREMENT
ALLOCATION BONDS, SERIES 1991A AND EXECUTION
OF REDEVELOPMENT AGREEMENT FOR CENTRAL
STATION AREA REDEVELOPMENT PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Central Station Tax Increment Allocation Bonds for the Central Station Project, in the amount of \$4,500,000, 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.

Alderman Burke moved to amend the proposed ordinance by substituting for the proposed Exhibit "C" of the Redevelopment Agreement the following:

Exhibit "C".

Central Station Redevelopment Agreement

Dated As Of _____, 1991,

By And Among

The City Of Chicago

And

Central Station Development Corporation

And

Chicago Title And Trust Company

As Trustee Under Trust Agreements

Numbered 1093252 And 1080000

And

Central Station Limited Partnership

And

1304 South Indiana Avenue Limited Partnership.

This Agreement is made as of this _____ day of _____, 1991 by and among the City of Chicago, Illinois, an Illinois municipal corporation (the "City") through its Department of Planning (the "D.O.P."), and Chicago Title and Trust Company of Chicago, not personally but as trustee (the "Trustee") under a Trust Agreement dated June 27, 1989 and known as Trust No. 1093252 whose sole beneficial owner is 1304 South Indiana Avenue Limited Partnership, an Illinois limited partnership ("Indiana") and Chicago Title and Trust Company of Chicago, not personally but as Trustee under a Trust Agreement dated March 1, 1990 and known as Trust No. 1080000 whose sole beneficial owner is Central Station Limited Partnership, an Illinois limited partnership ("Central Station"), and Central Station Development Corporation, an Illinois corporation ("C.S.D.C."; collectively C.S.D.C., Indiana and Central Station shall be referred to as the "Developer").

Recitals:

A. As a home rule unit of government under Section 6(a), Article VII of the Constitution of the State of Illinois, the City has the authority to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to create employment and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, Section 11-74.4.4-1 et seq., of Ch. 24, Ill. Rev. Stat., as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

C. To stimulate and induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 28, 1990: (1) "An Ordinance of the City of Chicago, Illinois, Approving a Tax Increment Redevelopment Plan for Central Station Area Redevelopment Tax Increment Financing Project Redevelopment Project Area", (2) "An Ordinance of the City of Chicago, Illinois, Designating the Central Station Area as a Redevelopment Project Area" and (3) "An

Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for the Central Station Redevelopment Project Area". Said ordinances are collectively referred to as the "Ordinances". The Central Station Area Redevelopment Project Area (the "Redevelopment Area") is legally described in (Sub)Exhibit A attached hereto and incorporated herein.

D. To address the blight on Chicago's lakefront, the Chicago Plan Commission adopted the Central Station Development Guidelines on March 1, 1990 and any amendments thereto (the "Development Guidelines") attached hereto as (Sub)Exhibit B and incorporated herein.

E. To regulate the development in the Redevelopment Area the City Council adopted the Residential-Business Planned Development No. 499 (the "P.D.") and any amendments thereto attached hereto as (Sub)Exhibit C and incorporated herein and thereafter the Chicago Plan Commission adopted Master Plan I and any amendments thereto ("Master Plan I") attached hereto as (Sub)Exhibit D.

F. Collectively, Indiana and Central Station own and the Developer intends to redevelop certain property legally described on (Sub)Exhibit E attached hereto and made a part hereof (the "Property"), consisting of approximately 70.25 acres, a portion of which consists of air rights, for commercial, retail, exhibition, office, hotel, residential, institutional and public use. The Property is located within the Redevelopment Area. The Property, together with all improvements contemplated thereon is sometimes referred to herein as the "Project" which is more particularly described in (Sub)Exhibit F attached hereto and incorporated herein. The Project will be developed in phases as more particularly determined throughout this Agreement. The portion of the Project contemplated herein and more specifically described in (Sub)Exhibit G attached hereto is referred to as "Phase 1". Phase 1 shall be composed of certain Developer improvements as more particularly described in (Sub)Exhibit H attached hereto and incorporated herein (the "Developer Improvements") and certain public improvements constructed on behalf of the City by the Developer as described in (Sub)Exhibit I hereto and incorporated herein (the "Phase 1 T.I.F. Improvements"). Collectively, the Developer Improvements and Phase 1 T.I.F. Improvements shall be referred to as the "Phase 1 Improvements".

G. The Project will be constructed in accordance with the Tax Increment Financing Redevelopment Project and Plan for Central Station Area Redevelopment (the "Redevelopment Plan") which is attached hereto as (Sub)Exhibit J and incorporated herein.

H. For the purpose of paying a portion of the redevelopment project costs of the Phase 1 T.I.F. Improvements, the City Council, on _____ adopted "An Ordinance of the City of Chicago, Illinois, providing for the issuance of not to exceed \$4,500,000.00 Tax Increment Allocation Bonds, Central

Station Project Series 1991A (the "Bond Ordinance"). The proceeds from the sale of the bonds issued pursuant to the Bond Ordinance (the "Series 1991A T.I.F. Bonds") will be used to finance part of the costs relating to the Phase 1 T.I.F. Improvements, including the construction of public improvements related to Phase 1 and certain other costs and expenses related to the issuance of the Series 1991A T.I.F. Bonds. The Developer shall pay for the costs of completing the remaining Phase 1 T.I.F. Improvements (the "Additional T.I.F. Improvements") and shall be reimbursed for such costs from the proceeds of Additional Bonds (as defined in the Bond Ordinance), if any, or excess real estate tax increment, if any, generated by the Redevelopment Area in accordance with the Bond Ordinance. The City may issue additional series of bonds to fund the construction of public improvements related to other phases of the Project.

I. The development of the Project including the Phase 1 T.I.F. Improvements would not reasonably be anticipated without the financing contemplated by this Agreement.

J. In connection with the development of the Project as provided herein, the Developer will act as the City's agent and oversee construction of the Phase 1 T.I.F. Improvements. The Phase 1 T.I.F. Improvements are necessary to construct the infrastructure required for the redevelopment of the Property and the Project and shall be funded in part from the proceeds of the Series 1991A T.I.F. Bonds. In addition, to the extent permitted by law, the Developer shall be entitled to apply for and the City shall consent to the benefits of a deduction from the Illinois Retailer's Occupation Tax for gross receipts from retail sales of building materials, for those portions of the Phase 1 T.I.F. Improvements funded by Series 1991A T.I.F. Bonds.

K. In the event that the Developer advances funds for the construction of Additional T.I.F. Improvements, then such funds shall be reimbursed to the Developer from the proceeds of any Additional Bonds (as defined in the Bond Ordinance) or excess real estate tax increment generated from the Redevelopment Area, contingent upon the receipt of an opinion from a nationally recognized bond counsel, satisfactory in form and substance to the City, regarding the effect of such reimbursement on the tax exempt status of the Series 1991A T.I.F. Bonds.

L. The City and the Developer agree that all of the provisions contained in this Agreement concerning the development and construction of Phase 1 shall apply and be utilized in the development and construction of all phases of the Project, it being the intent of the parties hereto to the extent applicable that this Agreement shall control the process of development and construction of the Project.

For and in consideration of the mutual covenants described above and the agreements contained below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section I.

Incorporation Of Recitals And Exhibits.

The recitations set forth in the foregoing recitals and the exhibits attached hereto are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein, and this Agreement shall be construed in accordance therewith.

Section II.

Developer Representations And Warranties.

The Developer represents and warrants to the City as follows:

2.01 Organization And Authority.

The Developer is a corporation or partnership, as applicable, duly organized, validly existing and in good standing under the laws of the State of Illinois, has all requisite corporate or partnership power and authority to control, develop and operate the Property and the Project and perform its obligations hereunder.

2.02 Litigation.

There are no proceedings pending or threatened against or affecting the Developer, the Property or the Project in any court or before any governmental authority which involves the possibility of materially or adversely affecting the business or condition (financial or otherwise) of the Developer, the Property or the Project or the ability of the Developer to perform its obligations under this Agreement.

2.03 Authorization.

The execution, delivery and performance of this Agreement and the consummation by the Developer of the transactions provided for herein and the compliance with the provisions of this Agreement and the bond purchase agreement for the Series 1991A T.I.F. Bonds:

(a) have been duly authorized by all necessary corporate or partnership action on the part of the Developer and the Trustee; and

(b) require no other consents, approvals or authorizations on the part of the Developer or the Trustee in connection with the Developer's and the Trustee's execution, delivery and performance of this Agreement; and

(c) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, agreement or other instrument to which the Developer, the Property or the Project is subject, including but not limited to the Developer's Articles of Incorporation, its bylaws, the partnership agreements and the trust agreements of Indiana and Central Station.

2.04 Use Of The Proceeds.

The proceeds of the Series 1991A T.I.F. Bonds will be used solely to pay for construction of the Phase 1 T.I.F. Improvements and for such other uses specified in the Bond Ordinance. The Developer shall not apply such proceeds, nor the investment earnings therefrom, for any other purpose.

2.05 Governmental Approvals.

The Developer has or will obtain all federal, state and local governmental permits, licenses, approvals and reviews, including, without limitation, all appropriate environmental clearances necessary or required by law to conduct its business and own, lease, operate and construct the Project.

2.06 Financial Statements.

The Developer has heretofore furnished to the City and certifies to the City that the following audited financial statements have been prepared in conformity with generally accepted accounting principles:

(a) Annual Reports of Forest City Enterprises, Inc. for the periods ending January 31, 1990 and January 31, 1991.

(b) The Developer further certifies that (i) Forest City Central Station, Inc. is a fifty percent (50%) owner of Central Station Limited Partnership; (ii) Forest City Central Station, Inc. is one hundred percent (100%) owned by Forest City Rental Properties Corporation; and (iii) Forest City Rental

Properties Corporation is one hundred percent (100%) owned by Forest City Enterprises, Inc.

The Developer is solvent, able to pay its debts as such debts become due and has capital sufficient to carry on its business and the transactions contemplated under this Agreement.

2.07 Development Guidelines And Plan Of Development.

All of the information contained in the descriptions of the Project and Phase 1 Improvements which the Developer has delivered to the City is true, correct and complete; the Developer shall, in advance of each subsequent phase, and in compliance with the phasing and scheduling requirements of Master Plan I, the P.D. and the Development Guidelines deliver to the City a more detailed description of the Project with respect to each such phase, which description shall be subject to acceptance and approval by the Commissioner of D.O.P. or his or her designee (the "Commissioner"); the information to be contained in such subsequent Project description shall be true, correct and complete; the Developer shall give thirty (30) days prior written notice to the Commissioner of any proposed changes in the Project or the Phase 1 Improvements and in any subsequent phases which materially affect the character of the Project and such changes shall be subject to the City's consent; and the development of the Project for all phases shall comply with (i) the Development Guidelines, (ii) the P.D., and (iii) the Master Plan I.

2.08 Revenue Projections.

The City has relied in all material aspects upon the Developer's projections of real estate tax revenues estimated to be received from the Property for the years and amounts set forth in (Sub)Exhibit K attached hereto and incorporated herein, and the Developer represents that said tax projections are accurate and complete in all respects.

Section III.

Developer Covenants.

The Developer covenants and agrees with the City as follows:

3.01 Developer's Covenant To Redevelop.

Promptly after the date hereof, the Developer shall commence redevelopment of Phase 1 in accordance with this Agreement, the P.D., the Redevelopment Plan and Master Plan I. Ten (10) days prior to the issuance of the Series 1991A T.I.F. Bonds, the Developer shall deliver to the Commissioner the approved Phase 1 Infrastructure Site Plan and approved Plans and Specifications (all as hereinafter defined in Sections 3.02 and 3.05) for the Phase 1 T.I.F. Improvements. Five (5) days prior to the issuance of the Series 1991A T.I.F. Bonds, the Developer shall deliver to the Commissioner the approved construction permit and the approved maintenance agreement (all hereinafter defined in Section 3.05) for the Phase 1 T.I.F. Improvements. Within one hundred eighty (180) days after the issuance of the Series 1991A T.I.F. Bonds, the Developer shall deliver to the Commissioner an approved site plan and approved Plans and Specifications for "Parcel C" (as that term is defined in Master Plan I).

3.02 Time For Commencement And Completion Of Improvements.

The Developer shall commence construction of the Phase 1 T.I.F. Improvements within sixty (60) days, weather and other construction conditions permitting, after the date of the issuance of the Series 1991A T.I.F. Bonds, in accordance with the Redevelopment Plan, the Phase 1 T.I.F. Improvements Infrastructure Site Plan, as approved in accordance with the P.D. and Master Plan I, attached hereto as (Sub)Exhibit L (the "Phase 1 Infrastructure Site Plan") and the "Plans and Specifications" (as hereinafter defined in Section 3.05) prepared by the Developer and approved by the applicable City departments as provided in Section III. The Developer shall complete construction of the Phase 1 T.I.F. Improvements and the remaining Phase 1 Improvements in conformity with Master Plan I, recognizing that the City, in selecting the Developer, relied in material part upon the projected completion of the Project. The Developer shall complete subsequent phases of the Project, (the "subsequent phases") according to the schedules described in subsequent master plans, the P.D., the Development Guidelines and in conformity with the Redevelopment Plan. The Developer agrees that items 4 through 7 of the Phase 1 T.I.F. Improvements shown on (Sub)Exhibit M shall be completed within two (2) years from the issuance of the Series 1991A T.I.F. Bonds, that the remaining Phase 1 T.I.F. Improvements shall be completed in accordance with the schedule contained in Master Plan I, that the Developer Improvements in "Parcel C" (as that term is defined in Master Plan I) shall be completed within five years from the date of the issuance of the Series 1991A T.I.F. Bonds and the remaining Developer Improvements shall be completed not later than December, 1999. In the event the Developer fails to complete the Phase 1 T.I.F. Improvements and/or substantially complete the Developer Improvements or any subsequent phase in accordance with this Agreement, the City may, but

shall not be obligated to, complete the Project or select an alternate Developer to complete the Project. Furthermore, the Developer shall request that the Cook County Assessor reassess the Property not later than thirty (30) days after the date upon which thirty percent (30%) of the residential units in "Parcel C" (as that term is defined in Master Plan I) are substantially complete, and the Developer shall make additional requests for reassessment of the Property not later than thirty (30) days after the date upon which the following events occur: (i) substantial completion of sixty percent (60%) of the residential units in Parcel C; (ii) substantial completion of one hundred percent (100%) of the residential units in Parcel C; (iii) substantial completion of fifty percent (50%) and one hundred percent (100%) respectively of all development in "Parcels B and A" (as those terms are defined in Master Plan I).

3.03 Compliance With Laws.

The Phase 1 Improvements shall be constructed in accordance with the requirements of this Agreement and shall be in conformance with applicable laws, ordinances, regulations, the Development Guidelines, the P.D. and the Master Plan I.

3.04 Accuracy Of Representations.

All of the information contained in the Redevelopment Plan regarding the Redevelopment Project Area, the Project, the Property and the Developer is true, correct and complete. All of the information contained in that certain Limited Offering Memorandum prepared in connection with the Series 1991A T.I.F. Bonds (the "Limited Offering Memorandum") set forth in the sections titled "The Central Station Redevelopment Project", "The Redevelopment Agreement" and "Estimated Sources and Uses of Funds" is true, correct and complete.

3.05 Plans And Specifications.

Prior to commencing construction of any portion of Phase 1, the Developer shall deliver to the Commissioner for review and approval complete construction documents containing working drawings and specifications including final engineering drawings approved by the applicable City departments for such improvements and construction drawings approved by D.O.P. in accordance with the P.D. and Master Plan I (the "Plans and Specifications"), site plans approved by D.O.P. in accordance with the P.D. and Master Plan I, construction permit(s) approved by the City's Department of Public Works, substantially in the form attached hereto as

(Sub)Exhibit O and maintenance agreement(s) approved by the City's Department of Public Works substantially in the form attached hereto as (Sub)Exhibit N. The Plans and Specifications and site plans prepared by the Developer shall conform to the P.D., Master Plan I, the Redevelopment Plan as amended from time to time, and all applicable state and local laws, ordinances and regulations. Any amendments or change to any of the Plans and Specifications, site plans, or Master Plan I must be submitted by the Developer to the Commissioner for approval for the purposes of this Agreement. Any amendment or change to Master Plan I, the site plans, or the construction drawings are subject to the amendment process and schedule set forth in the P.D. and Master Plan I and such amendments or changes will only be reviewed for approval by the Commissioner for the purpose of this Agreement following the conclusion of the amendment process required by the P.D. and Master Plan I with respect to Master Plan I, the site plans and the construction drawings. For the purpose of this Agreement, the time within which the Commissioner may approve or reject the Plans and Specifications and site plans or approved changes in the Plans and Specifications and site plans shall be fourteen (14) business days after the date of the Commissioner's receipt of the Plans and Specifications and site plans. Failure by the Commissioner to reject such Plans and Specifications or site plans or any approved changes therein within said fourteen (14) day period shall be deemed a disapproval of said Plans and Specifications, site plans or approved changes therein for the purposes of this Agreement.

3.06 Limited Applicability Of The Commissioner's Approval.

Any approvals granted by the Commissioner with respect to the Plans and Specifications or site plans for the Project are for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City or any other competent jurisdiction; nor does any approval by the Commissioner pursuant to this Agreement constitute approval of the quality, structural soundness or the safety of the Project or any other improvements.

3.07 Insurance.

Commencing upon the date of issuance of the Series 1991A T.I.F. Bonds, the Developer shall cause the Property to be insured in such amounts and against such risks and hazards as are set forth in (Sub)Exhibit P. Throughout the term of the Series 1991A T.I.F. Bonds, the Developer shall keep the Property continuously insured in such amount and against such risks as the City may from time to time reasonably require, and the Developer shall pay all premiums in respect thereto as the same become due. Copies or certificates of the insurance policies required by this Section shall

be delivered to the City at least fifteen (15) days prior to the issuance of the Series 1991A T.I.F. Bonds, and copies or certificates of any new or renewal policies shall be delivered to the City not less than thirty (30) days prior to the applicable expiration date. Policies of insurance provided for in this Section shall be maintained with companies licensed to do business in the State of Illinois.

3.08 Damage And Destruction.

If, prior to the payment in full of the Series 1991A T.I.F. Bonds, the Project is destroyed (in whole or in part) or is damaged by fire or other casualty, the Developer shall give written notice of any such damage or destruction to the City.

3.09 Condemnation And Eminent Domain.

Any and all awards made by any governmental or other lawful authority for the taking, through the exercise of condemnation or eminent domain, of all or any part of the Property, whether temporarily or permanently, shall be divided and utilized in the following manner. The Developer shall be entitled to recover from such award its basis in the Property taken together with the Developer's cost of the Developer Improvements upon the Property and any and all resulting damage to the remainder of the Property, if any. After deducting these items from the award, the City shall deposit the net proceeds in the Principal and Interest Account (as defined in the Bond Ordinance) to be applied as provided for in the Bond Ordinance.

3.10 Financial Reports.

Until payment in full of the Series 1991A T.I.F. Bonds, the Developer shall deliver to the City, within one hundred twenty (120) days after the end of each fiscal year of the Developer, a balance sheet certified by the Developer and reports prepared by the Developer certifying operating income and receipts, operating expenses and net annual cash flow resulting from the operation of the Project and any additional Project financial information required by the Bond Ordinance. Each of the foregoing reports shall contain a statement made by the Developer that the report(s) have been prepared in conformity with generally accepted accounting principles and certifying as to their accuracy and completeness.

3.11 Survival Of Covenants.

Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the term of the Series 1991A T.I.F. Bonds or earlier termination of this Agreement, shall survive such term or termination.

3.12 No Third Party Beneficiaries.

This Agreement shall be only for the benefit of the City and the Developer, and no other person or party may claim any benefit of the provisions hereof.

3.13 Time Is Of Essence.

Time is of the essence of this Agreement.

3.14 Liens.

The Property and the Project (including, without limitation, all furniture, fixtures and equipment) shall be and remain free and clear of all liens and encumbrances of every nature and description, except for such other exceptions as the City may approve in writing (the "Permitted Encumbrances"). Notwithstanding the foregoing, the Developer may contest in good faith the validity of any mechanic's or materialman's lien, provided the Developer shall notify the City in writing and either cause _____ (the "Title Company") to insure over such mechanic's or materialmen's liens for the benefit of the City or post a bond in an amount not less than one hundred ten percent (110%) of the amount of the claim, and, provided further, in either such case that the Developer shall diligently prosecute the claim and cause the removal of such lien.

3.15 Payment Of Taxes And Assessments.

The Developer shall pay all taxes, assessments, water charges, sewer charges and the like on the Project and the Property when the same are due and before any penalty attaches and shall provide to D.O.P. or any other City monitoring department or agency designated by D.O.P., within forty (40) days of payment paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, the Developer may, in conformity with Section 8.04 of this Agreement, in good faith and with reasonable

diligence, contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such assessments or charges is stayed. However, real estate taxes must be paid in full when due and may only be contested after such payment is made and in accordance with the terms of this Agreement.

3.16 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the amount and disposition of the total cost of the activities paid for with the Series 1991A T.I.F. Bond proceeds, the development and operation of the Project and the Phase 1 Improvements. All such books, records and other documents including, but not limited to, the Developer's loan statements, general contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices which relate to the Project and the Phase 1 T.I.F. Improvements shall be available at the Developer's offices during normal business hours for inspection and examination by any authorized representative of the City upon reasonable advance written notice. The Developer shall incorporate this right to inspect and examine all books and records into all contracts entered into by Developer with respect to the Project. Subject to and in accordance with applicable law, the City shall not disseminate such information with respect to the Project third parties, to the extent that such information is proprietary to the Developer.

3.17 Indemnification.

The Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the failure of the Developer to comply with any of the terms, covenants or conditions of this Agreement or (ii) the failure of the Developer or any contractor to pay contractors, subcontractors, or materialmen in connection with the Project or the Phase 1 T.I.F. Improvements or (iii) material misrepresentations or omissions in the Limited Offering Memorandum, Redevelopment Plan, this Agreement or any financing documents related thereto which are the result of information supplied or omitted by the Developer or by its agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iv) the failure of the Developer to cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto, or (v) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the

Project by the Developer, or (vi) any violation of any applicable statute, rule or regulation for the protection of the environment which occurs upon the Property or in connection with the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation; provided, however, that this indemnity shall not apply to any act or omission arising from the City's own negligence; provided further, however that to the extent that the City is strictly liable in respect to the Property under any such environmental statute, the Developer's obligation to the City under this indemnity shall likewise be without regard to fault on the part of the Developer with respect to the violation of law which liability to the City. The Developer further agrees that the indemnity in the foregoing subsection relating to environmental matters and the representations and warranties implicit therein shall continue and remain in full force and effect beyond the term of this Agreement and shall be terminated only when there is no further City obligation of any kind, whether in law or equity or otherwise, in connection with environmental clean-up costs, environmental liens or environmental matters involving the Property.

3.18 Access To Property.

The City and its authorized agents or representatives shall, at all reasonable times, have access to the Property and the Project for the purpose of inspecting same.

3.19 Conflict Of Interest.

To the best of the Developer's knowledge after due inquiry, no member, official or employee of the City, is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any work relating to the Project in the making or letting of which such individual has been called upon to act, vote or participate in any decision relating to this Agreement. To the best of the Developer's knowledge, after due inquiry no such individual represents, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work relating to the Project in regard to which such individual has been called upon to act, vote or participate in any decision relating to this Agreement, nor has any such officer taken or received, or offered to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or action in his official capacity. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may

become due to the Developer or successor or on any obligation under the terms of this Agreement.

3.20 Project Restrictions.

The Developer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer shall:

(a) develop the Property in accordance with the uses set forth herein and in the Development Guidelines, P.D., the Master Plan I and any additional development plans accepted and approved by the Commissioner; and

(b) devote the Property solely to the uses specified herein and in the Development Guidelines, P.D., the Master Plan I and any additional development plans accepted and approved by the Commissioner; and

(c) not discriminate upon the basis of race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City Human Rights Ordinance adopted December 21, 1988, in the sale, lease or rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.

3.21 Affordable Housing.

The Developer agrees to make provision for affordable housing within the residential rental units constructed in high-rise structures on the Property such that at the time of the completion of the Project a minimum of twenty percent (20%) of such residential rental units up to a maximum of 400 affordable housing units shall be available as affordable housing for "low- and moderate-income" individuals as that term is defined at 14 Illinois Administrative Code, Sec. 1200.100 et seq. at the time of the execution of this Agreement. All (100%) of the required affordable housing units may be provided to individuals who are both "low- or moderate-income" and "elderly" as defined at 14 Illinois Administrative Code, Sec. 1200.100 et seq. Further, no affordable housing units shall be required to be constructed in Parcels A, B or C in the Master Plan I area of the Property, and the Developer shall not be required to provide any of the affordable housing units in the absence of state, federal or locally assisted financing programs.

*Section IV.**Project Development.***4.01 Development Standards.**

In consideration of, among other things, the City's approval of the Developer's plat of subdivision for the Property, the Developer shall develop the Project and Property in accordance with the requirements of this Agreement and in conformance with all applicable federal, state and local laws, ordinances, rules, regulations, the Development Guidelines, the Master Plan I and the P.D..

4.02 Payment And Performance Bonds.

The Developer shall require in the construction contract for each phase of the Project that the general contractor be bonded for its performance and payment by sureties having a AA rating or better, using American Institute of Architects forms (No. A311) or its equivalent, with the City being shown as obligee or as additional obligee for the Phase 1 T.I.F. Improvements portion of the Project. The bonds for Phase I of the Phase 1 T.I.F. Improvements shall be in an amount equal to the lesser of (i) the sum of the lines 13 and 17 entries in (Sub)Exhibit M for "Phase 1-A Non T.I.F." and "Phase 1-A T.I.F." or (ii) the corresponding sum as it is calculated from the corresponding line item entries on the Project Budget as described in Section 5.01. The bonds for Phase 1-B of the Phase 1 T.I.F. Improvements shall be provided in an amount determined in a manner similar to that used in this Section 4.02 in relation to bonds for Phase 1-A improvements prior to the start of construction of any Phase 1-B improvements. The general contractor may require bonds from subcontractors. The payment and performance bonds for the Phase 1 T.I.F. Improvements shall be delivered to the City five (5) days prior to the issuance of the Series 1991A T.I.F. Bonds.

4.03 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall, as required by applicable City ordinances, install a construction barricade of a type, kind and appearance approved by the Commissioner and required by all applicable City ordinances and federal or state laws and regulations. Until the barricades erected pursuant to this Section are removed, the Commissioner shall retain the right to approve: (i) the

maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

4.04 Subsequent Phases.

In accordance with this Agreement and the Redevelopment Plan, the City may issue bonds not to exceed \$40,000,000.00 in the aggregate, corresponding to the total phases of the Project. Bond sizing for subsequent phases shall be solely in the City's discretion and shall be related to the increase in equalized assessed value of the Property as a result of the Project. Bond proceeds for subsequent phases shall not be used to pay for costs of public improvements previously paid from Bond proceeds. The construction of subsequent phases of the Project shall proceed in accordance with the guidelines outlined in this Agreement, including but not limited to, construction, schedules, time frames for delivery of documents and the Commissioner's right to approve subsequent phase plans. Prior to the commencement of construction for each subsequent phase, the Developer shall, in addition to those deliveries set forth in Sections 3.01, 3.02 and 3.05, deliver to the Commissioner, a report which complies with the provisions of the P.D., the Development Guidelines, and Section 8B, (xiii) of Master Plan I as they relate to the siting of both public and private elementary schools, public library facilities, public police facilities and public fire facilities.

4.05 City Fees.

Upon the issuance of the Series 1991A T.I.F. Bonds, the City shall allocate a sum not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) from the proceeds of the portion of the Series 1991A T.I.F. Bonds for the payment of costs incurred by the City in the administration and monitoring of the construction of the Phase 1 T.I.F. Improvements.

Section V.

Project Construction.

5.01 Project Budget And Balancing.

Five (5) days prior to the issuance of the Series 1991A T.I.F. Bonds, the Developer shall deliver to the City a detailed analysis, in form and content satisfactory to the City, (i) setting forth all construction and non-construction costs (as defined in (Sub)Exhibit M) of Phase 1 T.I.F.

Improvements to be incurred, and (ii) disclosing that the Phase 1 construction loan and Developer's equity will be sufficient to pay all Phase 1 T.I.F. Improvements or to be incurred to complete Phase 1 of the Project (collectively, the "Project Budget"). The Developer shall promptly deliver to the City any and all revisions to the Project Budget and promptly deliver to the City any subsequent cost analyses pertaining to the Project. The Developer shall be entitled to modify and reallocate the Phase 1 T.I.F. Improvements costs described in the Project Budget during the course of construction and in accordance with Section 6.03. Prior to commencement of any subsequent phases, the Developer will deliver to the City Project Budgets for subsequent phases.

5.02 Construction Contract.

(a) The Developer shall enter into a construction contract ("Phase 1 Construction Contract") with a general contractor ("Phase 1 General Contractor") or shall itself perform as the construction manager for construction of the Phase 1 T.I.F. Improvements. The Phase 1 Construction Contract and all other contracts and subcontracts for services and materials relating to the construction of Phase 1 shall expressly waive any right to a mechanic's or materialman's lien against any of the Property. Not less than five (5) days prior to the issuance of the Series 1991A T.I.F. Bonds, the Developer shall deliver a certified copy of the Phase 1 Construction Contract to the City and any construction management contract and, if applicable, certify to the City that the Developer is performing as construction manager for construction of Phase 1 of the Project, and certify to the City the amount of compensation that the construction manager will receive for the services.

(b) The Developer shall not authorize or permit the performance of any remodeling, reconstruction, demolition or construction constituting a part of the Project or furnishing of materials to the Project in connection therewith pursuant to any "Change Order" as hereinafter defined without giving ten (10) business days' prior written notice to the City, except for Change Orders whose cost does not exceed Fifty Thousand Dollars (\$50,000) up to an aggregate amount of Three Hundred Fifty Thousand Dollars (\$350,000), without obtaining the prior written approval of the Commissioner in each and every instance, which shall be given or denied within ten (10) business days after receipt by the Commissioner of the request for the Change Order and documentation substantiating the need therefore. The Developer shall obtain a covenant from the Phase 1 General Contractor to this effect. The City shall be permitted to extend the Change Order approval period for an additional five (5) business days at its sole discretion. Failure by the City to approve or deny any Change Order request pursuant to this Section within the total fifteen (15) business day period shall be deemed approval of such Change Order, provided, however, that any approval (or deemed approval) shall only be for purposes of budget revision and shall have no effect upon nor shall it waive the Developer's obligations to comply with all City codes,

ordinances and regulations. "Change Order" shall mean any amendment or modification to the Plans and Specifications for Phase 1 or the Phase 1 Construction Contract or any subsequent phases of the Project or subsequent construction contracts relating to such subsequent phases having an effect on such budget line item. The City's approval of any Change Order shall not be deemed to imply any increase in funding or other assistance to the Developer; however, it shall not affect the extent or collection of costs for the Additional T.I.F. Improvements.

5.03 Progress Reports.

The Developer shall provide the Commissioner with monthly progress reports detailing the status of construction of the Project including progress and slippage and other information required by the City or the City's representative for construction inspection purposes.

5.04 Utility Connections.

The City hereby agrees that the Developer shall have the right to connect all on-site water lines and sanitary and storm sewer lines constructed on the Property to the City utility lines existing on the Property or near the perimeter of the Property, provided that the Developer complies with all City requirements for such connections.

5.05 Permit Fees.

The City agrees that the Developer shall be obligated to pay, in connection with the development of the Project, only those normal and customary building, permit, engineering, tap on, and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other similar Property and development within the City.

5.06 Certification Of Completion.

After completion of the construction of Phase 1 or any part thereof in accordance with this Agreement, the Commissioner, at the Developer's request, shall promptly furnish the Developer with an appropriate instrument so certifying (the "Certificate of Completion"). The Certificate of Completion by the Commissioner shall be conclusive evidence of the satisfaction and termination of the covenants in this Agreement with respect to the obligation of Developer and its successors and assigns to

construct or cause to be constructed, Phase 1, or that portion thereof for which a Certificate of Completion has been issued. The Certification of Completion shall be in recordable form and shall constitute the City's acceptance of the Phase 1 T.I.F. Improvements, or any part thereof. The Commissioner shall respond to Developer's request within ninety (90) days after the Commissioner's receipt thereof, either with a Certification of Completion or a written statement, indicating, in adequate detail, that the Developer has failed to complete the construction of Phase 1 in conformity with the Redevelopment Plan or this Agreement, or is otherwise in default, and what measures or act will be necessary, in the opinion of the Commissioner, for Developer to take or perform in order to obtain the Certificate of Completion. If the Commissioner requires additional measures or acts of the Developer to assure compliance, the Developer shall resubmit a written request for a Certificate of Completion upon compliance with the Commissioner's response. If the Commissioner fails to respond to the Developer's request within such ninety (90) day period, then such items covered with the request shall be deemed approved. Notwithstanding the above, for the portions of the Project constituting private improvements within Parcels A, B and C (as defined in Master Plan I), the time period for delivering the certificate of completion shall be thirty (30) days after the Commissioner's receipt of the Developer's request.

Section VI.

Phase 1 T.I.F. Improvements.

6.01 The Developer Authorized To Construct Certain T.I.F. Improvements.

In order to further the development of the Redevelopment Area, the City hereby authorizes the Developer to cause the Phase 1 T.I.F. Improvements to be carried out in accordance with this Agreement and the Plans and Specifications approved by the City pursuant to Section 3.05 at an aggregate cost not to exceed the costs set forth in (Sub)Exhibit M.

6.02 Bid Requirements.

Prior to entering into an agreement with a contractor for construction of the Phase 1 T.I.F. Improvements, the Developer shall solicit bids from qualified contractors eligible to do business in the City. The Developer shall solicit bids in accordance with the requirements of the Municipal Purchasing Act for Cities of 500,000 or More Population, Ill. Rev. Stat. Ch. 24, par. 8-10-1 et seq., a copy of which is attached hereto as (Sub)Exhibit Q

and the City Guidelines hereto as (Sub)Exhibit R. The City shall have the right to inspect said bids submitted and exercise final approval over the bid process in order to determine the same has been completed in conformity with the Municipal Purchasing Act and the City Guidelines. The Developer shall select the contractor submitting the lowest responsible bid who can complete the Phase 1 T.I.F. Improvements in a timely manner. The Developer shall enter into a contract with said contractor in accordance with this Agreement to build said Phase 1 T.I.F. Improvements. The Contract shall conform to the guidelines prescribed by the Purchasing Agent of the City for City purchasing contracts and provide for payment in accordance with this Agreement and the Bond Ordinance. Nothing herein contained shall be construed to permit construction to commence before the Plans and Specifications for the work are completed and approved by applicable City departments as provided in this Agreement.

6.03 Costs Of Phase 1 T.I.F. Improvements.

If the costs of the Phase 1 T.I.F. Improvements undertaken by the Developer as described in (Sub)Exhibit M are in excess of the amounts specifically allocated for such improvements as set forth in (Sub)Exhibit M, the Developer shall be fully responsible for and shall hold the City harmless from all costs and expenses of completing the Phase 1 T.I.F. Improvements in excess of the aggregate amount of the costs of the Phase 1 T.I.F. Improvements as shown on (Sub)Exhibit M providing that such excess costs are not the result of a change in the scope of the work caused by the City. The Developer shall be reimbursed from Additional Bonds (as defined in the Bond Ordinance) or excess real estate tax increment for such excess or requested costs incurred for reimbursable items or excess costs from changes in the scope of the work caused by the City. If any portion of the Phase 1 T.I.F. Improvements is completed at a cost savings then, after the Certificate of Completion has been provided, the savings shall be applied first to reimburse the Developer for any Additional T.I.F. Improvements, then to construct additional T.I.F. Improvements scheduled for subsequent phases or to redeem the Series 1991A T.I.F. Bonds. The Developer shall be entitled to modify and reallocate the costs of the Phase 1 T.I.F. Improvements as described in (Sub)Exhibit M in accordance with this Agreement during the course of construction and promptly notify the Commissioner in writing of such modifications.

6.04 Conditions Precedent For Disbursement Of Series 1991A T.I.F. Bond Funds.

The Developer understands that proceeds of the Series 1991A T.I.F. Bonds shall not be available for disbursement unless there is compliance with certain preconditions set forth in the Bond Ordinance, the Limited Offering

Memorandum, and this Agreement. The Developer agrees to comply and satisfy the preconditions to disbursement of proceeds of the Series 1991A T.I.F. Bonds. In addition, the Developer shall furnish the City with (i) a title insurance policy in the most recently revised A.L.T.A. form subject only to Permitted Exceptions and containing such endorsements as the City may require including comprehensive no. 1, zoning, contiguity, location and survey; (ii) and five (5) current plat of surveys ("Surveys") acceptable in form and content to the City and the Title Company, certified to the City and Title Company and certifying whether or not the Property is in a flood hazard area.

6.05 Issuance Of Series 1991A T.I.F. Bonds.

The parties agree that tax increment allocation financing implemented in accordance with the terms and provisions of the Act shall be the primary source of funding construction of the Phase 1 T.I.F. Improvements from the Series 1991A T.I.F. Bond proceeds. The City agrees to issue the Series 1991A T.I.F. Bonds in accordance with this Agreement and the Bond Ordinance in an amount not to exceed \$4,500,000.00. The City agrees to apply the proceeds realized upon the sales of Series 1991A T.I.F. Bonds to the extent available to the costs and in the manner set forth in the Bond Ordinance and this Agreement. In no event shall the Series 1991A T.I.F. Bonds be or become general obligations of the City nor shall the costs of the Phase 1 T.I.F. Improvements be paid from any funds other than the Series 1991A T.I.F. Bond proceeds, Additional Bonds (as defined in the Bond Ordinance), excess real estate tax increments or the Developer's own funds.

6.06 Depository Of Project Funds.

The Series 1991A T.I.F. Bond proceeds shall be deposited with a trustee (as defined in the Bond Ordinance but herein referred to as the "Depository") chosen by the City.

6.07 Disbursement Of Project Funds.

The parties shall enter into a construction escrow agreement (the "Escrow") in form and substance customarily used by the City for projects similar in nature to the Phase 1 T.I.F. Improvements and reasonably acceptable to the Commissioner and the Developer with a title insurance company reasonably acceptable to the City (the "Escrowee"). The Escrow shall allow the Developer to present the Escrowee with invoices and accompanying documentation approved for payment by the Commissioner after inspection and approval of work completed for which payment is being

submitted. Not less than twenty (20) business (days prior to any date upon which the Developer desires payment or reimbursement hereunder, the Developer shall notify the City that the City or the City's representative may visit Phase 1. Not less than twenty (20) business days prior to any date upon which the Developer desires payment or reimbursement hereunder to be deposited by the City or the Depository, as the case may be, into the Escrow, the Developer shall submit a written request therefore to the Commissioner setting forth the amount for which payment or reimbursement is sought, and Developer's estimate of the percentage of completion of each Phase 1 T.I.F. Improvement with respect to which payment or reimbursement is sought. Each request for payment or reimbursement shall be accompanied by a Developer's sworn statement recommending payment, the Phase 1 General Contractor's sworn statement, and such bills, contracts, invoices, contractor's sworn statements, lien waivers and other evidence as the Commissioner and the Escrowee shall reasonably require to evidence the Developer's right to payment or reimbursement hereunder, and the Developer's records relating to all costs paid by the Developer, and such other information as is necessary for Commissioner to evaluate the Developer's compliance with the terms hereof. The Commissioner shall have twenty (20) business days after receipt of any request for payment or reimbursement to approve or disapprove any such request and inspect and approve the work completed. Upon approval of the request the City shall be obligated to promptly disburse the funds needed for such payment or reimbursement or send a disbursement authorization to the Depository authorizing payment to the Escrowee, as the case may be, however, payment for work completed shall not constitute the City's acceptance of such work. In the event the Commissioner finds an error in the request or disputes the work performed in respect thereto or finds that the request is not in accordance with this Agreement, the Commissioner shall specify such error or dispute in detail in writing within such twenty (20) business days after receipt of any request for payment or reimbursement, and the request or the work shall be corrected prior to approval of the request affected. Failure of the Commissioner to respond to the Developer's request for payment within such twenty (20) business day period shall constitute approval of the request. Notwithstanding the above, no funds shall be disbursed from the Escrow until the Escrowee is prepared to issue its title insurance policy and any endorsements thereto to the City and the Developer insuring that there are no liens affecting the Redevelopment Area and that all documents received have been reviewed and are sufficient to waive all rights of lien or that the Escrowee is prepared to issue its title indemnity concerning such liens.

6.08 Amounts Of Payment For Phase 1 T.I.F. Improvements.

The Developer shall be paid no more than the applicable amount set forth in (Sub)Exhibit M for the Phase 1 T.I.F. Improvements subject to reallocation of budget line items described in Section 5.01. Payments to the

Developer shall be made based upon the percentage of each item of work satisfactorily completed as determined in the sole judgment of the Commissioner, provided that there shall be withheld from each any such payment an amount equal to 10% of such payment until such time as 50% of the Phase 1 T.I.F. Improvements are completed, and 5% of each such payment thereafter; provided however, that the Commissioner shall not withhold any amount from a payment which is for Phase 1 T.I.F. Improvements which are for acquisition of real property. The retained amount shall be held by the Depository and shall be paid upon the issuance of a Certificate of Completion for all or that part of the Phase 1 T.I.F. Improvements in accordance with this Agreement. No funds in excess of the amounts budgeted for each of the Phase 1 T.I.F. Improvements described in (Sub)Exhibit M shall be disbursed unless the Developer satisfies the Commissioner that there are sufficient funds available with which to complete the remaining Phase 1 T.I.F. Improvements, or the Developer, with the Commissioner's written consent as provided in Section 6.09, has reduced the scope of the Phase 1 T.I.F. Improvements so that the remaining funds are adequate to pay for the cost of completing the Phase 1 T.I.F. Improvements. Each request for payment or reimbursement for Phase 1 T.I.F. Improvements, submitted by the Developer to the Commissioner shall have incorporated therein a warranty by the Developer that the construction has been completed in compliance with all applicable laws, ordinances and regulations. Notwithstanding the foregoing, the Commissioner may withhold his or her approval of any request for payment or reimbursement if, and so long as the Developer is in material default in connection with any provision of this Agreement, the Redevelopment Plan, the P.D., the Development Guidelines or Master Plan I.

6.09 Amendments/Modification To Phase 1 T.I.F. Improvements.

The Developer may, with the prior written approval of the Commissioner, change individual budget line item costs which are included in (Sub)Exhibit M and change the scope of the Phase 1 T.I.F. Improvements by eliminating or adding certain public improvements provided that there is full compliance with the Redevelopment Plan, the P.D., the Development Guidelines and Master Plan I. In no event shall the City be obligated to consent to such reduction or change in scope, it being the express intent of the parties that the Developer's obligations to construct the Phase 1 T.I.F. Improvements set forth in (Sub)Exhibit M and under Section 6.03 hereof are material to this Agreement.

6.10 Failure Of Developer To Complete Phase 1 T.I.F. Improvements.

If the Developer fails to complete the Phase 1 T.I.F. Improvements in accordance with the terms hereof, after notice, then the City shall have the

right (but not obligation) to complete or cause to be completed said improvements and to pay for the costs of the Phase 1 T.I.F. Improvements (including interest costs) out of the Series 1991A T.I.F. Bond proceeds, Additional Bonds, or excess real estate tax increment as appropriate.

6.11 Title Insurance.

At the Developer's expense, the Developer shall provide the City with a lender's title insurance policy naming the City as insured up to an amount not to exceed the amount of the payment and performance Bond as described in Section 4.02 covering the portion of the Redevelopment Area to be owned by the City or upon which Phase 1 T.I.F. Improvements or portion thereof are to be constructed. Said title insurance policy shall be later dated and appropriately endorsed at the time of each request for payment or reimbursement.

6.12 Developer Reimbursement For Additional T.I.F. Improvements.

Each year, for so long as the Series 1991A T.I.F. Bonds are outstanding, the City shall credit the required amounts from the moneys on deposit in the Incremental Taxes Fund (as defined in the Bond Ordinance) to the separate accounts within the Incremental Taxes Fund, as set forth in the Bond Ordinance. Moneys remaining in the General Account shall be transferred in the following order of priority by the City Treasurer first, if necessary, to remedy any deficiencies in any prior accounts in the Incremental Taxes Fund; second, shall be used to pay the costs of Additional T.I.F. Improvements; and third, shall be used as provided in the Bond Ordinance. To the extent that such moneys remaining in the General Account are to be used to pay for or reimburse the Developer for costs of Additional T.I.F. Improvements, (i) the costs to be paid from the General Account for the Additional T.I.F. Improvements shall not exceed \$_____; (ii) disbursements from the General Account to pay for or reimburse the Developer for costs of the Additional T.I.F. Improvements shall be pursuant to the Escrow entered into pursuant to Section 6.07 of this Agreement; and (iii) any disbursement from the Escrowee to pay for or reimburse the Developer for amounts expended for Additional T.I.F. Improvements shall include interest not to exceed the cost of borrowing of the Developer and, in any event not to exceed two (2) points above that rate of interest charged by the First National Bank of Chicago to its most creditworthy customers for ninety (90) day unsecured loans up to a maximum rate of eleven and one-half percent (11.5%) or such other rate as the Commissioner may approve in writing. Notwithstanding the above, the City may issue Additional Bonds (as defined in the Bond Ordinance) to reimburse the Developer for Additional T.I.F. Improvements so long as the Developer complies with (i), (ii) and (iii) above. It is the understanding of the parties that the interest

rate of 11.5% used in (Sub)Exhibit M, line 21 was used only for purposes of providing an estimate and that actual interest rate calculations will conform to this Section 6.12.

Section VII.

Performance Of Developer Obligations.

7.01 Permitted Delay.

For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of materials, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quality for an abnormal duration, tornadoes or cyclones and other like event or condition beyond the reasonable control of the party affected which, in fact, interferes with the ability of such party to discharge its respective obligations hereunder; nor shall either the City or the Developer be considered in breach of, or in default of its obligations under this Agreement, in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the City or the Developer to act or perform under the Redevelopment Plan, the Ordinances, the Bond Ordinance or this Agreement. The City or the Developer if it is the party whose right or authority to act is being challenged shall diligently contest any such proceedings and any appeals therefrom. The City or the Developer may settle a contested proceeding at any point, so long as the settlement results in either party's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on the other party or increase the other party's obligations under this Agreement, provided, however, that the party seeking the benefit of the provisions of this Section 7.01 shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

7.02 No Waiver By Delay.

Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver to

such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City and the Developer should still attempt otherwise to resolve the problems created by the default involved). No waiver in fact made by the City with respect to any specific default by the Developer should be considered or treated as a waiver of the rights of the City with respect to any other defaults by Developer or with respect to the particular default except to the extent specifically waived in writing.

7.03 Arbitration.

If there is a dispute between any of the parties to this Agreement (an "Arbitrable Dispute") and the parties to the dispute cannot reach an agreement within thirty (30) days after notice of the existence of such Arbitrable Dispute is given by one party to the other, then any party may, upon notice to the others, submit the dispute for arbitration to an arbitrator at the Chicago, Illinois Office of the American Arbitration Association in accordance with its then Commercial or Construction Arbitration Rules. The arbitrator shall be selected in accordance with arbitration rules. The arbitrator shall base its decision and award on the terms and conditions of this Agreement and the law applicable thereto, and such award may include money damages, specific performance and injunctive relief. The parties shall have the right to investigation of facts surrounding the dispute (i.e., pre-trial discovery) as are then permitted by laws and judicial rules of the courts of the State of Illinois or federal district courts of the United States, subject to such reasonable time-frame as determined by the arbitrator. The fees and costs of any arbitration (filing fees, arbitrator's fees and expenses, court reporters and transcript fees, reasonable witness fees and attorney's fees) shall be borne by the losing party or as may otherwise be allocated by the arbitrator. Any award shall state the arbitrator's reasons for rendering the award. Any monetary damages shall bear pre-award and post-award interest rates determined by the arbitrator to be appropriate and enforceable. A copy of the decision of the arbitrator shall be signed by the arbitrator and given to each party in the manner provided in Section 13.03 of this Agreement. The award of the arbitrator shall be binding and conclusive and may be entered as a final judgment by any competent court and enforced thereby. Notwithstanding anything contained herein to the contrary, if there is an Arbitrable Dispute the City may suspend disbursement of the Series 1991A T.I.F. Bond proceeds subject to the decision of the arbitrator. Moreover, City compliance with an arbitrator decision and/or award shall be contingent upon receipt of an opinion from a nationally recognized bond counsel regarding the effect of the arbitrator award or decision on the taxability of the Series 1991A T.I.F. Bonds. In the event that the arbitrator's award or decision negatively impacts the tax exempt status of the Series 1991A T.I.F. Bonds the opinion of bond counsel shall prevail.

Section VIII.

Real Estate Taxes/Tax Increment Financing.

8.01 Acknowledgment Of Taxes.

The Developer agrees: (i) that for the purpose of this Agreement, the estimates of the total minimum assessed value ("Minimum Assessed Value") of the respective portions of the Project are shown on (Sub)Exhibit S attached hereto and incorporated by reference herein for the years as noted on the (Sub)Exhibit; and (ii) that the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project pledged from the incremental tax revenues described in the Bond Ordinance are estimated as shown in (Sub)Exhibit K attached hereto.

8.02 Exemptions.

With reference to the Property and the Project or any part thereof, neither the Developer nor any agent, representative, lessee, tenant, assigned or transferee of, or successor in interest to, the Developer shall for any year that the Redevelopment Plan is in effect, as may be amended from time to time, apply for, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970), except for homestead exemptions, to the extent available, on residential property, and for exemptions described in Sections 19.1 through 19.23-1 of Chapter 120, Ill. Rev. Stat., as amended.

8.03 No Reduction.

Neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer shall for any year that the Redevelopment Plan is in effect, directly or indirectly, initiate, apply for, or seek to lower the assessed values below the amount of the Minimum Assessed Value except that the Developer shall be entitled to apply for class 7 property tax incentives on a case-by-case basis for all portions of the Property other than the Property subject to Master Plan I.

8.04 No Objections.

Neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer shall, for any year that the Redevelopment Plan is in effect, as may be amended from time to time, object to or in any way seek to prevent, on procedural or any other grounds, the filing of any underassessment complaint with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer.

8.05 No Class 6A, 6B Or 8 Incentives.

Neither the City nor the Developer shall consent to or support any application for any class 6A or 6B or 8 or other property tax incentives or rebates in connection with the Property and/or Project in the Redevelopment Area.

8.06 Understanding Of The Parties.

The foregoing covenants in this Section VIII shall be construed and interpreted as an express agreement by the Developer with the City that the material consideration inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Property and Project. This Agreement and the Exhibits attached hereto may be used by the City in the City's discretion, as admissions against the Developer's interest in any proceeding.

Section IX.

Equal Employment Opportunity.

The Developer, for itself and its successors, assigns, contractors, subcontractor, tenants and lessee, agrees that so long as any Series 1991A T.I.F. Bonds remain outstanding or the Redevelopment Plan is in effect:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status, or source of

income, as defined in the City Human Rights Ordinance adopted December 21, 1988. The Developer will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin or ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) To the greatest extent feasible, the Developer is required to present opportunities for training and employment that are to be given to lower income residents of the Project Area, hereby defined as the City of Chicago, and that the contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the Redevelopment Area.

(c) The Developer will, in all solicitation or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status, or source of income.

(d) The Developer agrees to comply with federal and State of Illinois Equal Employment and Affirmative Action statutes, rules and regulations, including but not limited to the Illinois and City of Chicago Human Rights Acts, as in effect from time to time, and regulations promulgated pursuant thereto.

(e) The Developer agrees to be bound by and comply with the terms of the Affirmative Action Plan attached hereto as (Sub)Exhibit T.

The Developer will include the foregoing provisions of this Section in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provision will be binding upon each such contractor and every lease or sublease or subcontractor, tenant or sub-tenant as the case may be. Failure to comply with these provisions will be a basis to institute remedies under the provisions of Section 7.03 of this Agreement including specifically suspending disbursement of the Series 1991A T.I.F. Bonds. For purposes of this Section IX, the term Developer shall be deemed to include the Developer's successors, assigns, contractors, subcontractors, tenants and lessees.

*Section X.**Transfers And Encumbrances.***10.01 Prohibition Against Certain Transfers.**

Prior to the issuance of a Certificate of Completion for Phase 1 the Developer shall not make, create or suffer to be made any sale, transfer, assignment, or conveyance with respect to this Agreement or the Property, or any part thereof or any interest therein, including but without limitation, any transfer or assignment of the beneficial interest in the trusts or any part thereof, or contract or agree to do any of the same, unless any such sale, transfer of property, or assignment is pursuant to Section 10.02. After the issuance of the Certificate of Completion as set forth in Section 5.06 of this Agreement and subsequent sale, transfer, deed assignment or conveyance, the Developer shall be released from any and all of its obligations hereunder relating to that portion of the Property being conveyed to the extent that any such transferee assumes any such obligations which apply to that portion of the Property being conveyed. This paragraph shall not prohibit the sale or other transfer of any limited partnership interest in the Developer, which interests may be sold, assigned, issued or otherwise be transferred at any time without the consent of the Commissioner.

10.02 Allowable Transfers And Encumbrances And Execution Of Documents Affecting Title.

The Developer shall have the right to sell, transfer, assign or convey the Property or any portion thereof to a purchaser of a completed residential unit or upon the prior written consent of the City, shall be entitled to transfer any portion of the Property to any transferee who in the City's sole determination, demonstrates the financial capability and previous development experience necessary to satisfy the development obligations contained in this Agreement. Prior to any sale, assignment or transfer of a part or all of any of the Property, Developer shall give written notice to the City of the proposed transferee and such information as the City may request in order to determine whether the proposed transferee meets the above criteria. Additionally, the proposed transferee must evidence by affidavit or certification that it agrees to be bound by the Development Guidelines, P.D., Master Plan I, the Redevelopment Plan, this Agreement and all federal, state and local laws, regulations, rules or ordinances then in effect including, but not limited to, any requirements imposed by the City pursuant to any ordinance, resolution or executive order, on entities doing business with the City.

The Developer shall have the right to encumber the Property with a mortgage from Hokkaido Takushoku Bank Ltd. in an amount not to exceed Twenty-five Million Dollars (\$25,000,000) (the "Hokkaido Mortgage") and the City hereby consents to such mortgage or any participation or assignment resulting therefrom. In the event of a default by the Developer under the Hokkaido Mortgage and the Hokkaido Takushoku Bank Ltd.'s acquisition of the Property pursuant to foreclosure or deed in lieu thereof, Hokkaido Takushoku Bank Ltd. shall be entitled to transfer or convey the Property without the consent of the City. Notwithstanding anything else to the contrary in this Agreement, Developer shall not be required to obtain the release of any liens, claims or encumbrances (including mechanic's and materialmen's liens) on the Property so long as Developer is contesting the validity of any such liens, claims, encumbrances or charges in good faith in accordance with the provisions of Section 3.14.

Section XI.

Covenants Running With The Land.

It is intended and agreed, that all covenants provided in this Agreement including specifically Section VIII and those special conditions set forth in Section XII shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit of and in favor of, and enforceable by the other party, and any successor in interest to the Property, or any part thereof, provided, however, that the covenants with respect to the construction of the Phase 1 T.I.F. Improvements shall be released upon the filing of the Certificate of Completion with the Recorder of Deeds of Cook County, Illinois.

Section XII.

Special Conditions.

12.01 Establishment Of Parks And Open Space.

The Developer shall provide for the establishment, landscaping and other improvements and dedication of parks and the establishment, landscaping and other improvements, and dedication or private maintenance of open space in accordance with the P.D., the Development Guidelines, Master Plan I and future master plans.

The parks and open space shall be completed by the Developer in accordance with the schedule set forth in the P.D., the Development Guidelines, the Master Plan I and future master plans.

12.02 Vacations, Dedications And Easements.

The Developer shall provide the Commissioner with a comprehensive schedule of proposed vacations, dedications and easements ("V.D.E.") prior to the issuance of the Series 1991A T.I.F. Bonds. Such schedule shall legally describe the V.D.E. contemplated for Phase 1 and shall generally describe, on a phase by phase basis, all V.D.E. with respect to the Property. Subject to the Commissioner's recommendation, D.O.P. shall cause an ordinance to be introduced to the City Council approving all or any portion of the V.D.E. in accordance with the compensation policy regarding V.D.E. then in effect. In no event however, shall the City be obligated to accept any public improvement with respect to proposed dedications unless and until such public improvement complies with all City requirements.

12.03 Fiber Optics.

The Developer and the City agree that it will be necessary to relocate certain fiber optics transmission lines within the Property and that it is necessary to provide for an easement for such fiber optics facilities within the area contemplated for future dedication as public right-of-way as described on (Sub)Exhibit U attached hereto and the City agrees to accept such dedication without regard to the easement for fiber optics provided herein.

12.04 Freight Tunnels.

The Developer acknowledges the City's ownership of the freight tunnels depicted in (Sub)Exhibit V attached hereto and incorporated herein and the Developer further agrees not to challenge or contest the City's ownership of said freight tunnels. The Developer agrees not to damage or alter those freight tunnels specifically identified in (Sub)Exhibit V and further agrees to indemnify the City for any and all damage resulting from any action, directly or indirectly, on the part of the Developer.

Section XIII.

Miscellaneous Provisions.

13.01 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

13.02 Disclaimer.

Except as expressly provided herein, nothing contained in this Agreement nor any act of the City or Developer, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Developer.

13.03 Notices.

Unless otherwise specified, any notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first class mail, return receipt requested.

If To City:

City of Chicago
Department of Planning
121 North LaSalle Street
Room 1000, City Hall
Chicago, Illinois 60602
Attention: Commissioner

If To Developer:

Central Station Development
Corporation
867 North Dearborn Street
Chicago, Illinois 60610
Attention: Mr. Gerald W.
Fogelson, President

With Copies To:

John J. George, Esq.
100 West Monroe Street
Suite 500
Chicago, Illinois 60603

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

13.04 Paragraph Headings.

The paragraph headings and references are for the convenience of the parties and not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

13.05 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13.06 Recordation Of Agreement.

The parties agree to execute and deliver this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records.

13.07 Successors And Assignees.

The terms, covenants and conditions of this Agreement are to apply to and bind the successors and assignees of the City and the Developer.

13.08 Severability.

If any provision of the Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

13.09 Amendment.

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties by the adoption of an ordinance or resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

13.10 No Other Agreements.

Except as otherwise provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

13.11 Conflict.

If there is a direct conflict between any of the terms of this Agreement and the terms of the Bond Ordinance, the Bond Ordinance shall control and the parties agree that with respect to such terms and conflict, they will each comply with the Bond Ordinance.

In Witness Whereof, The parties hereto have executed this Agreement on the date hereinabove first mentioned.

City of Chicago

By: _____
Acting Commissioner,
Department of Planning

Central Station Development
Corporation, an Illinois corporation

Attest:

By: _____

By: _____

Its: _____

Its: _____

Chicago Title And Trust Company
Of Chicago, not personally, but as
Trustee of Trust No. 1093252
aforesaid

Attest:

By: _____

By: _____

Its: _____

Its: _____

Chicago Title And Trust Company
Of Chicago, not personally, but as
Trustee of Trust No. 1080000
aforesaid

Attest:

By: _____

By: _____

Its: _____

Its: _____

1304 South Indiana Limited
Partnership

Central Station Limited Partnership

By: _____

By: _____

Its: _____
General Partner

Its: _____
General Partner

[(Sub)Exhibits K, L, N, O and S attached to this Central
Station Redevelopment Agreement unavailable
at time of printing.]

[(Sub)Exhibits A through J, M, P, Q, R, T, U, W1 and W2 attached
to this Central Station Redevelopment Agreement omitted for
printing purposes but on file and available for
public inspection in the Office
of the City Clerk.]

The motion to substitute was *Adopted* by a viva voce vote.

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

Yeas -- Aldermen Mazola, Rush, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Coleman, Streeter, Murphy, Troutman, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, M. Smith, Stone -- 37.

Nays -- Aldermen Preckwinkle, Bloom, Steele, Beavers, Dixon, Jones, Evans, Shiller, Moore -- 9.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 11:14 A.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City"), has designated a portion of the City as a "redevelopment project area" known as the Central Station Area Tax Increment Redevelopment Area (the "Project Area") in accord with the provisions of the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as supplemented and amended (the "Act"); and

WHEREAS, The City has held the necessary public hearings required by the Act and approved a redevelopment plan and redevelopment project for the Project Area; and

WHEREAS, The City Council of the City (the "Corporate Authorities") has determined that it is necessary and in the best interests of the City that the City issue tax increment allocation bonds for the purpose of paying a portion of the redevelopment project costs for the redevelopment project which has been approved for the Project Area; now, therefore,

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

SECTION 1. Definitions. The following words and terms used in this ordinance shall have the following meanings unless the context or use indicates another or different meaning:

"Act" means the Tax Increment Allocation Redevelopment Act of the State of Illinois, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended and supplemented from time to time.

"Additional Bonds" means any bonds issued in the future on a parity with and sharing ratably and equally in the incremental taxes with the Bonds.

"Bond Closing Date" means the date on which there is delivery by the City of, and payment for, the Bonds.

"Bond Year" means a 12-month period commencing on July 2 of each calendar year and ending on July 1 in the next succeeding calendar year, provided, however, that the initial Bond Year with respect to the Bonds shall commence on the Dated Date and end as of July 1, 1992.

"Bonds" means not to exceed \$4,500,000 aggregate principal amount of Tax Increment Allocation Bonds (Central Station Project) Series 1991A, authorized under this Ordinance.

"Certified Initial Equalized Assessed Value" means \$6,996,776, or such different amount as shall later be determined to be the total initial equalized assessed value of the taxable real property within the Project Area as of November 28, 1990, as certified by the Clerk of the County of Cook, Illinois.

"City" means the City of Chicago, Illinois and its successors and assigns.

"Construction Escrow Agreement" means a construction escrow agreement between the City, the Escrowee and such other parties as may be, to provide for the disbursement of the proceeds of the Bonds in accordance with this Ordinance, in such form as approved by the Corporation Counsel.

"Corporate Authorities" means the City Council of the City.

"Corporation Counsel" means the Corporation Counsel of the City.

"Dated Date" means the dated date of the Bonds as designated in the Determination Certificate.

"Debt Service Reserve Requirement" means as of the date of calculation, an amount of money equal to Maximum Annual Debt Service.

"Designated Officer" means the Designated Officer of the City or designees or assigns.

"Determination Certification" means the certificate of the Designated Officer, filed with the office of the City Clerk addressed to the Corporate Authorities, as provided in Section 6 of this Ordinance.

"Escrowee" means a trust company or a bank with trust powers which commonly acts in a trust capacity of construction money escrows, as selected by the Designated Officer of the City.

"Government Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America; or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of principal or interest on any of such obligations) of the character described in this definition as long as the receipt, certificate or other evidence of an ownership interest represents direct interest in future principal or interest payments on obligations unconditionally guaranteed by the United States of America and such obligations are held by a custodian in safekeeping on behalf of

the holders of the receipt, certificate or other evidence of ownership interest in them.

"Incremental Taxes" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the Certified Initial Equalized Assessed Value of each such piece of property, all as determined by the County Clerk of the County of Cook, Illinois, in accord with Section 11-74.4-9 of the Act.

"Incremental Taxes Fund" means the 1990 Central Station Area Tax Increment Redevelopment Area Special Tax Allocation Fund of the City, which is a special tax allocation fund for the Project Area established pursuant to Section 11-74.4-8 of the Act and created by an ordinance adopted by the Corporate Authorities on November 28, 1990, as continued and further described by Section 11 of this Ordinance.

"Independent" when used with respect to any specified person means such person who is in fact independent and is not connected with the City as an officer, employee, underwriter, or person performing a similar function. Whenever it is provided in this Ordinance that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the City, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within its meaning.

"Junior Lien Bonds" shall mean obligations of the City payable from Pledged Revenues which are specifically subordinate and junior to the Bonds and any Additional Bonds.

"Maximum Annual Debt Service" means at any given time of determination an amount equal to the maximum principal and interest requirement on the Bonds then outstanding in the then current or in any succeeding Bond Year by reason of stated maturities, scheduled mandatory prepayments or by operation of any mandatory sinking fund.

"Ordinance" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented in accordance with its terms.

"Pledged Revenues" means Incremental Taxes.

"Principal and Interest Requirements" means, for any Bond Year, the amount required to pay the principal (including mandatory sinking fund redemption payments) of and interest due on all outstanding Bonds and any Additional Bonds during such Bond Year.

"Program Expenses" means, in any Bond Year, all initial and ongoing administrative expenses related to or incurred in connection with the Bonds and any Additional Bonds, including, specifically, (i) the sum necessary to pay all costs and expenses of any Trustee, registrar, or paying agent, (ii) the expected annual fees or premiums of any issuer or provider of any credit enhancement with respect to the Bonds or any Additional Bonds, which expected annual fees may include additional amounts owing to such issuer or provider pursuant to any reimbursement or other agreement, other than reimbursement obligations arising from any draw or payment under such credit enhancement instrument and other than payments on the Bonds, and (iii) fees related to the calculation or verification of any required payment to the United States of America pursuant to Section 148(f) of the Code; but excluding, specifically, expenses of the City relating specifically to the administration of the Project.

"Project" means the redevelopment project approved by the Corporate Authorities pursuant to an ordinance, adopted on November 28, 1990, in furtherance of the objectives of the Redevelopment Plan.

"Project Area" means the Central Station Area Tax Increment Redevelopment Area described more fully in Exhibit A attached to this Ordinance and established by the Corporate Authorities in accordance with the provisions of the Act.

"Project Costs" means the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Redevelopment Plan and the Project, including, without limitation, the following:

- (i) Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected;

- (ii) Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

- (iii) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures;

- (iv) Costs of the construction of public works or improvements;

- (v) Costs of job training and retraining projects;

(vi) Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued under this Ordinance accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months after that, and including reasonable reserves related to such obligations;

(vii) All or a portion of a taxing district's capital costs resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Project, to the extent the City by written agreement accepts and approves such costs;

(viii) Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law;

(ix) Payment in lieu of taxes;

(x) Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code;

(xi) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

(A) such costs are to be paid directly from the Incremental Taxes Fund; and

(B) such payments in any one year may not exceed 30% of the annual interest costs incurred by the redeveloper with regard to the Project during the year;

(C) if there are not sufficient funds available in the Incremental Taxes Fund to make the payment pursuant to this paragraph (xi) then the amounts so due shall accrue and be payable when sufficient funds are available in the Incremental Taxes Fund; and

(D) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) costs paid or incurred by the redeveloper for the Project plus (ii) Project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act.

(xii) Unless explicitly stated in the Act the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.

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

"Qualified Investments" means Government Securities and any of the other following securities which at the time of investment of any amounts in any Fund or Account established pursuant to this Ordinance are legal investments under the laws of the State of Illinois for such Fund or Account:

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

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

(b) direct and general obligations of the State of Illinois;

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

(d) repurchase agreements for obligations described in the definition of Government Securities and in clause (a) of this definition, provided that the entity which agrees to repurchase such obligations from the City must be a Qualified Financial Institution or a government bond dealer reporting to, trading with and recognized as a primary dealer by a Federal Reserve Bank, in any case with capital and surplus aggregating at least \$50,000,000, and provided that the agreement provides for the City to be secured by such obligations (by delivery to the Trustee or its agent in that capacity or by other steps which, as evidenced by an opinion of counsel not directly employed by the City, shall have the effect of securing the Trustee to the same effect as if it or its agent in that capacity were the holder of the underlying obligations) with a market value at least equal to the repurchase amount;

(e) negotiable or non-negotiable time deposits evidenced by certificates of deposit, or investment agreements, or similar banking arrangements, issued or made by banks, savings and loan associations, trust companies or national banking associations (which may include the Trustee) which are members of the Federal Deposit Insurance Corporation or any successor agency to the Federal Deposit Insurance Corporation, provided that such time deposits, investment agreements or similar banking arrangements in any such bank, savings and loan association, trust company or national banking association either (i) are continuously secured by obligations described in the definition of Government Securities or in subparagraphs (a), (b) or (c) of this definition (by physical delivery to the Trustee or its agent in that capacity or by other steps which, as evidenced by an opinion of counsel not directly employed by the City, shall have the effect of securing the Trustee to the same effect as if it or its agent were in that capacity the physical holder of the underlying obligations) and provided that such obligations at all times have a market value at least equal to the maturity value of the deposits so secured,

including accrued interest, (ii) are continuously and fully insured by the Federal Deposit Insurance Corporation or (iii) are rated in the highest rating category by (x) the Rating Agency, if any, which at the time maintains a rating on such deposits, investment agreements or similar banking arrangement or (y) any nationally recognized rating agency other than a Rating Agency if a Rating Agency does not maintain a rating of such deposits, investment agreements or similar banking arrangements.

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

"Redevelopment Agreement" means that certain Central Station Redevelopment Agreement, dated as of August 1, 1991, by and among the City, Central Station Development Corporation, Chicago Title and Trust Company, not personally, but as Trustee under Trust Agreements numbered 1098252 and 1080000 and Central Station Limited Partnership and 1304 South Indiana Avenue Limited Partnership.

"Redevelopment Plan" means the comprehensive program of the City for the Project Area approved by the Corporate Authorities by an ordinance adopted on November 28, 1990, and together with any further amendments and supplements to it.

"Treasurer" means the City Treasurer of the City.

"Trustee" means Independence Bank of Chicago, Chicago, Illinois, and its successors and assigns.

SECTION 2. Findings. The Corporate Authorities hereby find that the Project Area has been established in accordance with the provisions of the Act and that it is necessary and in the best interests of the City that the City issue the Bonds to finance the construction, acquisition and installation of certain public improvements relating to the Project.

SECTION 3. Authorization of the Bonds. There shall be issued by the City not to exceed \$4,500,000 for the purposes set forth in this Ordinance. Such bonds shall be designated "Tax Increment Allocation Bonds, (Central Station Project) Series 1991A" (the "Bonds"). The Bonds shall have the terms and provisions set forth in this Ordinance and the related Determination Certificate and shall bear interest at a rate or rates per year determined therein not in excess of 12% per year. Additional Bonds sharing ratably and equally with the Bonds in the Incremental Taxes and the Funds and Accounts established under this Ordinance may be issued pursuant to the provisions of a supplemental ordinance to this Ordinance, subject to the terms and conditions set forth in Section 16 of this Ordinance.

SECTION 4. General Terms And Provisions Of Bonds.

(a) Medium of Payment; Form and Date.

(i) Principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Principal of and premium, if any, of each Bond shall be paid at the principal corporate trust office of the Trustee. Interest on each Bond shall be paid by check or draft of the Trustee to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date.

(ii) The Bonds shall be issued initially in fully registered form without coupons in denominations of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The Bonds shall be numbered as provided in the Determination Certificate. All Bonds shall have a certificate of authentication substantially in the form as set forth in this Ordinance, duly executed by the Trustee as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued under this Ordinance. The Bonds shall have impressed or imprinted on them the corporate seal (or a facsimile of the corporate seal) of the City and shall be signed by the manual or duly authorized facsimile signatures of the Mayor and the City Clerk of the City, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

(iii) The Bonds shall be dated as of the Dated Date. Bonds exchanged or transferred before the first interest payment date shall be dated as of the Dated Date. Bonds delivered in exchange for other Bonds on or after that first interest payment date shall be dated as of their date of exchange or transfer if exchanged or transferred on an interest payment date, or if not exchanged or transferred on such a date, shall be dated as of the interest payment date next preceding their date of exchange or transfer. However, notwithstanding the previous sentence, if the interest on such Bonds shall be in default, as shown by the records of the Trustee, Bonds delivered in fully registered form in exchange or transfer for Bonds exchanged or transferred in default shall be dated as of the Dated Date or the date to which interest

has been paid in full on the Bonds surrendered, whichever date is later. The Bonds shall bear interest from their date. All Bonds shall mature (including by reason of mandatory sinking fund redemption) on January 1 of each year beginning with the first principal payment date, which shall not be later than January 1, 1993, and ending with final maturity, which shall not be later than January 1, 2011. The Bonds shall be issued as serial bonds, as term bonds or any combination of serial bonds and term bonds. The maturities for the Bonds and any designation of Bonds shall be provided in the Determination Certificate, which shall be consistent with terms of sale of the Bonds in the Bond Purchase Agreement (as defined below). The first interest payment date on the Bonds shall be such date as the City shall specify in the Determination Certificate.

(b) Negotiability, Transfer, Exchange and Registry.

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

(ii) Each Bond shall be transferable only upon the books of the City, which shall be kept for that purpose at the corporate trust office of the Trustee. Such a transfer may be made by the holder of the Bond in person or by the holder's agent duly authorized in writing, upon surrender of the Bond together with a written instrument of transfer satisfactory to the Trustee, duly executed by the holder, or such holder's duly authorized agent. Upon the transfer of any such Bond, the City shall execute (and cause to be authenticated by the Trustee) and deliver a new Bond or Bonds registered as directed by the instrument of transfer, of the same aggregate principal amount and maturity as the surrendered Bonds. The Bonds may, upon surrender at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or her or his duly authorized agent, at the option of their registered owner, be exchanged for an equal aggregate principal amount of Bonds of the same series with a minimum denomination of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The City and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the books of the City as the absolute owner of such Bond, whether such

Bond be overdue or not, for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, of and interest on such Bond and for all other purposes, and all such payments so made by any such holder or upon such holder's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary. The City agrees to indemnify and save the Trustee harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence under this Ordinance in so treating such holder.

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

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

(d) Preparation of Definitive Bonds; Temporary Bonds. Until definitive Bonds are prepared, the City may execute and cause to be authenticated by

the Trustee in the same manner as is provided in this Ordinance, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions, as the definitive Bonds (except as to the denominations) one or more temporary Bonds, substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denomination of \$100,000 or any integral multiples of \$5,000 in excess of \$100,000, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Mayor or other Designated Officer is authorized to enter into such agreements as may be necessary or desirable with the purchasers of any Bonds for issuance of such temporary Bonds. The City at its own expense shall prepare, execute and cause to be authenticated by the Trustee and, upon the surrender of such temporary Bonds, for which no payment or only partial payment has been provided, for exchange and the cancellation of such surrendered temporary Bonds, without charge to the holder of such Bonds, shall deliver in exchange, at the corporate trust office of the Trustee, definitive Bonds. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Ordinance. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall then be promptly canceled by the Trustee.

SECTION 5. Redemption Of Bonds.

(a) Optional Redemption. The Bonds shall be subject to redemption, in whole or in part, at the option of the City, at a price equal to their principal amount, plus accrued interest to the date of redemption if not an interest payment date and, subject to the remaining provisions of this Section 5, upon such other terms as the Designated Officer shall provide in the Determination Certificate, each and all of which the Designated Officer is authorized and directed to determine and approve on behalf of and in the name of the City. The Bonds shall not be subject to optional redemption before January 1, 2002, but shall be subject to optional redemption at any time after the first optional redemption date established in the Determination Certificate, as to those Bonds with a maturity later than the first year in which an optional redemption is authorized, at an initial redemption premium not greater than 102% of the principal amount of the Bonds to be so redeemed.

(b) Mandatory Sinking Fund Redemption. Any term Bonds subject to mandatory sinking fund redemption shall be selected for redemption by lot by the Trustee, as provided below, and shall be so redeemed at a price of 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the date fixed for redemption. To the extent that term Bonds subject to mandatory sinking fund redemption have been previously called for redemption in part otherwise than from a sinking fund payment, one or more annual sinking fund payments for such term Bonds shall be reduced by the amount determined by the City in its sole discretion, which

determination shall be made by the Designated Officer, provided that any reduction of any annual sinking fund payment shall be in an amount of \$5,000 or any integral multiple of that amount. Written notice of that determination shall be sent promptly by the Designated Officer to the Trustee.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the term Bonds through the purchase of such term Bonds in the open market. Bonds shall not be purchased in the open market at a price in excess of the principal amount of the Bonds plus the redemption premium, if any, applicable to the redemption of such Bonds on the next date on which they may be optionally redeemed plus accrued and unpaid interest on the principal of the purchased Bonds to the date of purchase. The total principal amount of the Bonds of any maturity which shall be redeemed pursuant to purchase on the open market shall be a credit against and a reduction of any one more applicable annual sinking installments determined by the City in its sole discretion, which determination shall be made by the Designated Officer, provided that any reduction of any annual sinking fund payment shall be in an amount of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. Written notice of that determination shall be sent promptly by the Designated Officer to the Trustee.

(c) Partial Redemption of Bonds. In the event of a redemption of less than all the Bonds of a maturity, the Trustee shall assign to each outstanding Bond of a denomination greater than \$5,000 a distinctive number for each \$5,000 portion of such Bond so as to distinguish each such \$5,000 portion from each other portion of such Bond. The Trustee shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such Bond of a denomination greater than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

(d) Notice of Redemption. When the Trustee shall receive notice from the Designated Officer of the City's election to redeem Bonds pursuant to this Ordinance, or when redemption of Bonds is required by this Ordinance, the Trustee shall give notice, in the name of the City, of the redemption of such Bonds. The notice shall specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any maturity are to be redeemed, the letters and numbers of such Bonds so to be redeemed. In the case of Bonds to be redeemed in part only, the notice shall also specify the respective portions of the principal amount to be redeemed. The notice shall further state that on the redemption date there shall become due and payable upon each Bond the redemption premium of the specified portions of the principal to be redeemed, together with unpaid interest accrued to the

redemption date on the principal of the Bonds to be redeemed, and that from and after that date interest on such principal amount shall cease to accrue and be payable. The Trustee shall mail a copy of the notice, first class postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the holders of any Bonds or portions of Bond which are to be redeemed at their last addresses, if any, appearing upon the registry books of the City, but such mailing shall not be a condition precedent to such redemption and the failure of any holder to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

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

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

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

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

(e) Payment of Redeemed Bonds. Notice having been given in the manner provided in subparagraph (d) of this Ordinance, the Bonds or portions of Bonds so called for redemption shall become due and payable on the redemption date so designated at the redemption premium, plus interest accrued and unpaid to the redemption date on the principal of the Bonds to

be redeemed, and, upon presentation and surrender of such Bonds at the offices specified in such notice, together with, in the case of Bonds presented by other than the holder, a written instrument of transfer duly executed by the holder or that holder's duly authorized attorney, such Bonds, or portions of such Bonds, as the case may be, shall be paid at the redemption premium plus interest accrued and unpaid to the redemption date on the Bonds to be redeemed. If there shall be selected for redemption less than all of the principal amount of a Bond, the City shall execute and deliver, upon the surrender of such Bond, without charge to the holder of that Bond for the unredeemed portion of the principal amount of the Bond so surrendered, Bonds of like maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions of the Bonds of any maturity to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available for that redemption on that date and if notice of redemption shall have been given as provided in this Section, then from and after the redemption date, interest on the Bonds, or portions of Bonds of such maturity so called for redemption shall cease to accrue and become payable. If those moneys shall not be so available on the redemption date, such Bonds or portions of such Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Any monies held by the Trustee in trust for the payment of the redemption premium of any of the Bonds which remain unclaimed, shall be retained by the Trustee for at least one year after the final maturity date of the Bonds or advance refunding date, if applicable.

SECTION 6. Sale Of Bonds.

(a) The Designated Officer is authorized to execute on behalf of the City a contract for the sale by the City of the Bonds pursuant to a negotiated sale. The purchase price shall not be less than 97% of the original principal amount of the Bonds plus accrued interest, less the amount of original issue discount, if any, on the Bonds from the Dated Date to the Bond Closing Date, and on such terms as he or she may deem to be in the best interests of the City as provided in this Ordinance. Such terms include, without limitation, the aggregate principal amount of the Bonds, the amount of any original issue discount, the maturities of the Bonds, the issuance of the Bonds as serial bonds, term bonds subject to mandatory sinking fund redemption, or any combination of serial bonds or term bonds and the numbering of the Bonds, the interest rate or rates for the Bonds and the prices and other terms upon which the Bonds are subject to redemption, all as provided in and subject to the limitations expressed in this Ordinance. Any Bonds sold at an original issue discount shall have a principal amount (net of original issue discount) not to exceed \$4,500,000 and shall be sold at an original issue discount of not to exceed 5% of their principal amount. The terms of the Bonds shall provide for Principal and Interest Requirements of the Bonds to

be approximately level for each of the Bond Years beginning with the Bond Year commencing on July 2, 1992 and ending with the Bond Year of the final scheduled maturity of the Bonds, inclusive, subject to such variations as the Designated Officer shall determine. The Designated Officer may in the Determination Certificate make such changes to the terms of the Bonds and the form of the Bonds from those provided in this Ordinance as he or she shall determine but which shall result in the Bonds having substantially the terms and being in substantially the form provided by this Ordinance. The Designated Officer is further authorized to take the actions and execute and deliver the documents and instruments specified in this Ordinance. The Bonds shall be then duly prepared and executed in the form and manner provided in this Ordinance and delivered to the Designated Officer for delivery to the purchasers in accordance with the terms of sale.

(b) The City shall enter into the bond purchase agreement (the "Bond Purchase Agreement") with the initial purchaser or purchasers of the Bonds substantially in the form as previously used for similar tax increment bond financings of the City, with appropriate revisions to reflect the terms and provisions of the Bonds and such other revisions in text as the Designated Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The Designated Officer is authorized and directed to execute the Bond Purchase Agreement on behalf of and in the name of the City.

(c) The City shall cause there to be prepared and delivered to prospective purchasers of the Bonds a preliminary Limited Offering Memorandum substantially in the form attached to this Ordinance as (Sub)Exhibit B, with such other appendices and with such changes, including without limitation the specification of all amounts or sums in the Limited Offering Memorandum, as shall be approved by the Designated Officer. Upon sale of the Bonds, the Designated Officer is authorized and directed to cause the final Limited Offering Memorandum to be prepared and (i) delivered to the initial purchaser with respect to the Bonds and (ii) filed with the Office of the City Clerk and addressed to the City Council. The circulation by the initial purchasers of the Limited Offering Memorandum and the final Limited Offering Memorandum is approved.

(d) Subsequent to such sale, the Designated Officer shall file in the Office of the City Clerk, addressed to the City Council, (i) a Determination Certificate setting forth the terms of sale of the Bonds, the interest rate or rates on the Bonds, the numbering of the Bonds and the redemption terms for the Bonds; (ii) an executed copy of the Bond Purchase Agreement; and (iii) the final Limited Offering Memorandum.

SECTION 7. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered upon the books of the City in the name of Kray & Co., or any successor thereto ("Kray"), as nominee of Midwest Securities

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

With respect to Bonds registered upon the books of the City in the name of Kray, as nominee of Midwest, the City and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which Midwest holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to in this Ordinance as a "Midwest Participant") or to any person on behalf of whom such a Midwest Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of Midwest, Kray or any Midwest Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Midwest Participant or any other person, other than a registered owner of a Bond as shown upon the books of the City, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Midwest Participant or any other person, other than a registered owner of a Bond as shown upon the books of the City, of any amount with respect to principal of, redemption premium or interest on the Bonds. The City and Trustee may treat and consider the person in whose name each Bond is registered upon the books of the City as the holder and absolute owner of such Bond for the purpose of payment of principal, redemption premium and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, redemption premium and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds as shown upon the books of the City, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, redemption premium and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown upon the books of the City, shall receive a Bond certificate evidencing the obligation of the City to make payment of principal, redemption premium and interest with respect to any Bond. Upon delivery by Midwest to the Trustee of written notice to the effect that Midwest has determined to substitute a new nominee in place of Kray, and subject to the provisions in Section 4 of this Ordinance with respect to the payment of interest by the mailing of checks to the registered owners of Bonds at the close of business on the 15th day of the month next preceding the applicable interest payment date, the name "Kray" in this Ordinance shall refer to such new nominee of Midwest.

In the event that (i) the Designated Officer determines that Midwest is incapable of discharging its responsibilities described in this Ordinance and in the Representation Letter, (ii) the agreement among the City, the Trustee and Midwest evidenced by the Representation Letter shall be terminated for any reason or (iii) the Designated Officer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify Midwest and Midwest Participants of the availability through Midwest of Bond certificates and the Bonds shall no longer be restricted to being registered upon the books of the City in the name of Kray, as nominee of Midwest. At that time, the Designated Officer may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Designated Officer, or such depository's agent or designee, and if the Designated Officer does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names of registered owners of Bonds transferring or exchanging such Bonds shall designate, in accordance with the provisions of Section 4 of this Ordinance.

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

SECTION 8. Determination by Designated Officer as to Specific Phase I T.I.F. Projects to be Financed. The Commissioner of the Department of Planning of the City shall make a determination at the time of sale of the Bonds, which determination shall be set forth in a certificate delivered by the Designated Officer to the Trustee, of the specific projects included within the Phase I T.I.F. Improvements (as defined in the Redevelopment Agreement), any portion of which are reasonably expected to be financed with the proceeds of the Bonds. Other Phase I T.I.F. Improvements not identified in that certificate may be financed with the proceeds of the Bonds in lieu of the Phase I T.I.F. Improvements identified in that certificate to the extent authorized by the Redevelopment Agreement.

SECTION 9. Security. The Bonds, together with the interest and premium, if any, are limited obligations of the City, payable solely and only from the collection of the Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts (other than the Rebate Account) as provided in this Ordinance. No holder of any Bond shall have the right to compel the exercise of any taxing power of the City for payment of principal of the Bond or interest or premium, if any, on the Bond. The Bonds do not constitute an indebtedness of the City or a loan of credit of the City within the meaning of any statutory or constitutional provision.

SECTION 10. Form of Bond. The Bonds shall be in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [4] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [15] shall be inserted immediately after paragraph [5]:

[Form Of Bond -- Front Side]

Registered
No.

Registered
\$

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Bond

(Central Station Project)

Series 1991A.

:See Reverse Side :
:For Additional :
:Provisions :

Interest
Rate: ____%

Maturity
Date: _____, ____

Dated
Date: _____, 1991

Registered Owner:

Principal Amount :

[1] The City of Chicago, Illinois (the "City"), acknowledges itself to owe, and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as provided below, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above, commencing January 1, 1992, and on each January 1 and July 1 after January 1, 1992 until the Principal Amount is paid, except as the provisions set forth in this Bond with respect to redemption prior to maturity are and become applicable to this Bond. Both principal of this Bond and premium, if any, on this Bond are payable in lawful money of the United States of America at the principal office of Independence Bank of Chicago, Chicago, Illinois, as trustee, bond registrar and paying agent (the "Trustee"). Payment of interest shall be made to the Registered Owner of the Bond on the registration books of the City maintained by the Trustee at the close of business on the 15th day of the month next preceding the interest payment date and shall be paid by check or draft of the Trustee mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Trustee.

[2] This Bond and each Bond of the series of which it forms a part (together, the "Bonds"), are issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act") and all laws amendatory of the Act and supplemental to the Act, and the principal of and interest, and premium, if any, on the Bonds are payable from the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Central Station Area Tax Increment Redevelopment Area established by the City in accord with the provisions of the Act (the "Project Area") by any and all taxing districts or municipal corporations having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the initial equalized assessed value of each such piece of property as of November 28, 1990, all as determined by the County Clerk of the County of Cook, Illinois, in accord with the provisions of the Act (the "Incremental Taxes"). The Bonds are being issued for the purposes of paying certain costs of a redevelopment project in the Project Area, all as more fully described in proceedings adopted by the City Council of the City (the "Corporate Authorities") pursuant to the Act and in an ordinance authorizing the issuance of the Bonds adopted by the Corporate Authorities on the 24th day of July, 1991, and authorizing the issuance of the Bonds (the "Bond Ordinance"), to all the

provisions of which the holder by the acceptance of this Bond assents. The Bonds, together with the interest and premium, if any, on the Bonds, are limited obligations of the City, payable solely from the Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts as provided in the Bond Ordinance. For the prompt payment of this Bond, both principal and interest, as stated above, at maturity, the Incremental Taxes are hereby irrevocably pledged. The Bonds Do Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Holder Of This Bond Shall Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of Principal Of This Bond Or Interest Or Premium, If Any, On This Bond.

[3] Under the Act and the Bond Ordinance, the Incremental Taxes shall be deposited in the 1990 Central Station Tax Increment Redevelopment Area Special Tax Allocation Fund of the City (the "Fund"). Moneys on deposit in the Fund shall be used first and are pledged for paying the principal of, interest on, and premium, if any, on the Bonds and then in making any further required payments to the funds and accounts as provided by the terms of the Bond Ordinance. Additional Bonds having a parity lien with the Bonds on Incremental Taxes and the Funds and Accounts established by the Bond Ordinance may be issued pursuant to the terms of the Bond Ordinance.

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

[5] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law, and the City by this Bond covenants and agrees that it has made provision for the segregation of the Incremental Taxes and that it will properly account for those taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Bond Ordinance.

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

[7] In Witness Whereof, The City of Chicago, Illinois, by its City Council, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Mayor and the City Clerk, and its corporate seal or a facsimile of its corporate seal to be impressed or reproduced on this Bond, all as appearing on this Bond and as of the Dated Day identified above.

Mayor

City Clerk

Date of Authentication: _____, _____

**Certificate Of
Authentication**

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the Tax Increment Allocation Bonds (Central Station Project), Series 1991A, of the City of Chicago, Illinois, having an original dated date of [August 1], 1991.

Trustee,
Bond Registrar,
and
Paying Agent: _____

as Trustee

By: _____
Authorized Officer

[Form Of Bond -- Reverse Side]

City Of Chicago, Illinois

Tax Increment Allocation Bond
(Central Station Project)

Series 1991A.

[8] This Bond is transferable by the registered holder of this Bond in person or by his attorney duly authorized in writing at the principal office of the Trustee in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange for the old Bond or Bonds.

[9] The Bonds are issued initially in fully registered form in the minimum denomination of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. This Bond may be exchanged at the principal office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

[10] The City and the Trustee may deem and treat the registered holder of this Bond as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of this Bond, premium, if any, and interest due on this Bond and for all other purposes and neither the City nor the Trustee shall be affected by any notice to the contrary.

[11] The Bonds due on January 1, 2011, are subject to mandatory redemption by operation of the Principal and Interest Account of the Incremental Taxes Fund at a price of par and accrued interest, without premium, on January 1 of the years and in the amounts as follows:

Year	Amount (\$)
1993	
1994	
1995	
1996	
1997	
1998	
1999	
2000	
2001	
2002	

Year	Amount (\$)
2003	
2004	
2005	
2006	
2007	
2008	
2009	
2010	
2011 (maturity)	

[12] This Bond is also subject to redemption at the option of the City, in whole or in part, and if in part, by lot as determined by the Trustee, from any available funds of the City on January 1, 2002, and on any date after that date, at the redemption premiums (expressed as a percentage of principal amount redeemed) on the dates as follows, plus accrued interest to the date fixed for redemption:

Redemption Dates (inclusive)	Price (%)
January 1, 2002 through December 31, 2002	102%
January 1, 2003 through December 31, 2003	101%
January 1, 2004 and thereafter	100%

[13] Written notice of the redemption of any or all of the Bonds shall be given by the City to the registered holder of any or all of said Bonds by certified or registered mail to the address shown on the registration books of the City maintained by the Trustee or at such other address as is furnished in writing by such registered owner to the Trustee. The date of the mailing and filing of such notice shall be not more than sixty (60) and not less than thirty (30) days prior to such prepayment date, and when any or all of said Bonds or any portion of the Bonds shall have been called for redemption and

payment made or provided for, interest on the Bonds called for redemption shall cease from and after the date so specified.

[14] The rights and obligations of the City and of the registered owners of Bonds of the series of which this Bond is one may be modified or amended at any time with the consent of the City and of the holders of not less than majority in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided in the Bond Ordinance of any Bond without the express consent of the registered owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

(Assignment)

For Value Received, The undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ or its successor as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

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

SECTION 11. Incremental Taxes Fund -- Accounts. There has been created by ordinance duly adopted by the City a special fund of the City, to be held by the City subject to the provisions of this Ordinance, which fund is

held separate and apart from all other funds and accounts of the City and is known as the 1990 Central Station Tax Increment Redevelopment Area Special Tax Allocation Fund (the "Incremental Taxes Fund"). All of the Incremental Taxes and any other revenues from any source whatsoever designated to pay principal of, interest on and premium, if any, on the Bonds shall be set aside as collected and be deposited by the Treasurer in the Incremental Taxes Fund which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance, and any ordinance supplemental to this Ordinance authorizing the issuance of Additional Bonds. The Bonds and any Additional Bonds are secured by a pledge of all of the moneys on deposit in the Incremental Taxes Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

In accord with the provisions of the Act, the Incremental Taxes are to be paid to the Treasurer by the officers who collect or receive the Incremental Taxes. At such time as the Treasurer receives any of the Incremental Taxes, the Treasurer shall promptly deposit the same into the Incremental Taxes Fund. The moneys on deposit in the Incremental Taxes Fund shall be used by the City solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as provided in this Ordinance to the separate accounts created by this Ordinance within the Incremental Taxes Fund to be known as the "Program Expenses Account", "Principal and Interest Account", the "Reserve and Redemption Account" and the "General Account". The General Account shall be held by the City, and all other accounts of the Incremental Taxes Fund shall be held by the Trustee, except as provided below. Subject to the provisions of Section 16 of this Ordinance, the City may, but is not required to, establish separate sub-accounts in the Reserve and Redemption Account by an Ordinance or Ordinances supplemental to this Ordinance authorizing the issuance of Additional Bonds. As moneys are deposited by the City into the Incremental Taxes Fund, they shall be credited as follows:

(a) The Program Expenses Account. The Treasurer shall deposit with the Trustee promptly upon receipt the Pledged Revenues. The Trustee shall credit to and shall deposit into the Program Expenses Account an amount of Pledged Revenues sufficient to pay Program Expenses for the current Bond Year, provided that the Trustee may reasonably rely upon such information, calculations, or estimates of such Program Expenses as necessary to determine the proper amount of such deposit into the Program Expenses Account.

(b) Principal and Interest Account. The Trustee shall next transfer the balance of the Pledged Revenues into the Principal and Interest Account and shall deposit in such Account an amount sufficient to pay the Principal and Interest Requirements for the current Bond Year. Except as provided below, such moneys shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the

Bonds and any Additional Bonds as the same become due. Capitalized interest received upon the sale of the Bonds shall be deposited to and held in the Capitalized Interest Sub-account created by this Ordinance within the Principal and Interest Account and shall be used to pay interest coming due on the Bonds prior to applying any other monies for that purpose.

On or before sixty days prior to each principal payment date on the Bonds or any Additional Bonds, the Trustee shall determine (i) the amount of Pledged Revenues, together with investment earnings on the Pledged Revenues, to the credit of the Principal and Interest Account and (ii) the amount of proceeds of the Bonds or any Additional Bonds, if applicable, together with investment earnings on those proceeds, to the credit of the Capitalized Interest Sub-account. Monies to the credit of the Capitalized Interest Sub-account shall be deemed the first monies available to pay interest on the Bonds and on the Additional Bonds, as applicable, and shall be applied by the Trustee to first interest coming due on the Bonds and on the Additional Bonds, as applicable. The Trustee shall determine the remaining amount necessary to pay principal, interest, and redemption premium and expenses, if any, on such principal payment date, which remaining amount shall be paid from the Principal and Interest Account. Funds to the credit of the Principal and Interest Account in excess of such necessary amount shall first be transferred by the Trustee to the Reserve and Redemption Account as provided below and shall next be paid by the Trustee to and credited by the City Treasurer to the General Account as described below. Any surplus funds remaining to the credit of the Capitalized Interest Sub-account after all capitalized interest has been paid may be deemed available by the Trustee for deposit in the Principal and Interest Account to be applied to the payment of interest on the Bonds or any Additional Bonds on the next interest payment date.

(c) Reserve and Redemption Account. The Trustee shall next transfer the balance of the Pledged Revenues into the Reserve and Redemption Account until such account aggregates the Debt Service Reserve Requirement, and thereafter no such payments shall be made into that Account, except that when any money is paid out of that Account payments shall be resumed and continued until that Account has been restored to an aggregate amount equal to the Debt Service Reserve Requirement. The Trustee shall value the investments in the Reserve and Redemption Account on each date that Pledged Revenues are deposited with the Trustee pursuant to sub-paragraph (a) of this Section 11. In determining the value of the investments in the Reserve and Redemption Account, such investments shall be valued at the market price of such investments. Moneys on deposit shall be transferred to the Principal and Interest Account as may be necessary from time to time to prevent or remedy a default in the payment of interest or premium, if any, on or principal of the Bonds or any Additional Bonds. Moneys on deposit in the Reserve and Redemption Account also may be used by the Trustee to

redeem any Bonds or redeem any Additional Bonds. Whenever a transfer to the Principal and Interest Account is made the Trustee shall promptly give written notice of such transfer to the City.

Whenever there is on deposit in the Reserve and Redemption Account an amount sufficient to meet the Debt Service Reserve Requirement, the Trustee shall then deposit remaining funds to the credit of the General Account.

(d) The General Account. The balance of the Pledged Revenues remaining after crediting the required amounts to the respective accounts provided for above, shall be credited to the General Account. Moneys on deposit in the General Account shall be transferred by the Treasurer or the Trustee first, if necessary, to remedy any deficiencies in any prior accounts in the Incremental Taxes Fund, including the Rebate Account; second, for the purpose of crediting the amounts to the respective accounts established under any indenture with respect to any Junior Lien Bonds; and, after that, shall be used for one or more of the following purposes, without any priority among them:

- (i) for the purpose of paying any Project Costs; or
- (ii) for the purpose of redeeming Bonds or Additional Bonds; or
- (iii) for the purpose of purchasing Bonds or Additional Bonds at a Price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or
- (iv) for the purpose of distribution of such funds to the taxing districts or municipal corporations having the power to tax real property in the Project Area in accordance with the Act.

(e) Rebate Account. There is created by this Ordinance a separate and special account within the Incremental Taxes Fund known as the "Rebate Account", which shall be held by the Trustee and into which there shall be deposited as necessary investment earnings in the Principal and Interest Account and the Reserve and Redemption Account to the extent required so as to maintain the status of the interest on the Bonds as excludible from the "gross income" of their owners for federal income tax purposes (if the Bonds were issued on that exempt basis). All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Account. Amounts on deposit in the Rebate Account are not pledged to the payment of the Bonds or any Additional Bonds.

(f) Investments. The moneys on deposit in the Incremental Taxes Fund and the various accounts in the Incremental Taxes Fund may be invested

from time to time in Qualified Investments pursuant to directions from the City to the Trustee or by the Designated Officer to the Treasurer if held by the Treasurer in the General Account. Any such investments may be sold from time to time by the City as moneys may be needed for the purposes for which the Incremental Taxes Fund and such accounts have been created. In addition, the Trustee and the Treasurer shall (with or without direction from the City) sell such investments when necessary to remedy any deficiency in the Incremental Taxes Fund or such accounts created in the Incremental Taxes Fund. Any earnings on such investments in the Reserve and Redemption Account shall first be attributed to the Rebate Account to the extent required, next be credited to and held in the Reserve and Redemption Account so long as the credit balance in said Account is less than the Debt Service Reserve Requirement, and next be transferred to the Incremental Taxes Fund. All other investment earnings shall be attributed to the account within the Incremental Taxes Fund for which the investment was made.

SECTION 12. General Covenants. The City covenants and agrees with the holders of the Bonds that, so long as any Bonds remain outstanding and unpaid:

(a) The City will cause to be punctually paid from the Incremental Taxes Fund, but solely to the extent that adequate amounts are on deposit in that Fund for that purpose, the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements of the Bonds and this Ordinance.

(b) The City will cause to be punctually paid and discharged, from the Incremental Taxes Fund, but solely to the extent that adequate amounts are on deposit in that Fund for that purpose, any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part of the Pledged Revenues, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds. Nothing in this Ordinance shall require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

(c) The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Bonds and to the Pledged Revenues. Such books of record and accounts, and any report provided by the Developer to the City pursuant to Sections 3.10 and 5.03 of the Redevelopment Agreement, shall at all times during business hours be subject to the inspection of the

holders of not less than ten percent (10%) of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.

The City will prepare or cause the preparation of, within one hundred eighty (180) days after the close of each fiscal year of the City so long as any of the Bonds are outstanding, complete financial statements with respect to the preceding fiscal year showing the Pledged Revenues received and all disbursements from the funds and accounts created by this Ordinance, including the balances in all funds and accounts relating to the Bonds and the Pledged Revenues as of the end of such fiscal year, which statements shall be accompanied by a certificate or opinion in writing of an independent certified public accountant. The City will furnish a copy of such statements to any Bondholder upon written request.

(d) The City will preserve and protect the security of the Bonds and the rights of the Bondholders, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

(e) The City will execute and deliver any and all such instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

SECTION 13. Execution of Instruments. Any Designated Officer and such other officers of the City as may be necessary are authorized to execute such documents as may be necessary to implement the Project and to effect the issuance and delivery of the Bonds, including but not limited to:

(a) a Redevelopment Agreement in substantially the form attached to this Ordinance as Exhibit C; and

(b) a Construction Escrow Agreement;

and execution of such Redevelopment Agreement and Construction Escrow Agreement by such officer is hereby deemed conclusive evidence of approval of each with such changes as may be effected.

SECTION 14. Use of Bond Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest received by the City upon the sale of the Bonds shall be remitted to the Trustee for deposit in the Capitalized Interest Sub-

account of the Principal and Interest Account. Capitalized interest in an amount sufficient to pay interest on the Bonds from the Dated Date through and including July 1, 1992, and derived from the proceeds of the Bonds, shall be remitted to the Capitalized Interest Sub-account of the Principal and Interest Account, which sub-account is created by this Ordinance within that Principal and Interest Account.

(b) The City shall then allocate from the Bond proceeds an amount for expenses incurred in the issuance of the Bonds, including, without limitation, the administrative fee of the City, which shall be deposited into an "Expense Fund" to be maintained by the Designated Officer and disbursed for such issuance expenses from time to time in accordance with usual City procedures for the disbursement of funds. Monies not disbursed from the Expense Fund within 6 months from the Bond Closing Date shall be transferred by the Designated Officer to the Trustee for deposit in the Project Fund described in this Ordinance, and any deficiencies in the Expense Fund shall be paid by disbursement from the Project Fund.

(c) A sum equal to the lesser of (i) 10% of the face amount of the Bonds or (ii) the Debt Service Reserve Requirement, shall be paid to the Trustee and credited to the Reserve and Redemption Account.

(d) The remaining funds shall be set aside in a separate fund created by this Ordinance and designated as the "Project Fund (Series 1991A)" (the "Project Fund"), which the City shall maintain with the Escrowee. Money in said fund shall be withdrawn from time to time as needed for the payment of costs of the Project and paying the fees and expenses incidental to the Project not paid out of the Expense Fund and that money shall be disbursed by the Escrowee from time to time as provided in the Construction Escrow Agreement.

Within sixty (60) days after full depletion of the Project Fund or payment of all costs of the Phase I T.I.F. Improvements (as defined in the Redevelopment Agreement) to be funded with the Bonds, as designated by the Corporate Authorities in the Determination Certificate, a Designated Officer shall provide certification in writing (a "Completion Certificate") to the Corporate Authorities and to the Trustee of the fact of such completion. Upon delivery of such Completion Certificate to the Trustee, funds (if any) remaining in the Project Fund may first be applied, at the sole discretion of the City, to finance costs of Phase I T.I.F. Improvements not otherwise financed with the proceeds of the Bonds or, if not so applied, shall be transmitted by the Trustee to the City Treasurer, and the City Treasurer shall credit those funds to the Incremental Taxes Fund; and the Project Fund shall be closed.

Pursuant to the Construction Escrow Agreement, funds on deposit in the Project Fund may be invested by the Escrowee at the direction of the Designated Officer in Qualified Investments. All Investment Earnings in the Project Fund shall first be transferred to the Trustee for crediting to the Rebate Account as necessary to maintain the status of interest on the Bonds as excludable from the "gross income" of their owners for federal income tax purposes and next shall be credited to the Project Fund.

SECTION 15. Arbitrage. The Corporate Authorities certify and covenant with the purchasers and holders of the Bonds from time to time outstanding, that so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986 (the "Code"), and any lawful regulations promulgated or proposed under the Code, as such regulations presently exist, or may from time to time be amended, supplemented or revised. The Corporate Authorities reserve the right, however, to make any investment of such moneys permitted by Illinois law and this Ordinance, if, when and to the extent that said Section 148(a) or regulations promulgated under Section 148(a) shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Bonds includible in the "gross income" of their owners for federal income tax purposes.

SECTION 16. Additional Bonds. The City reserves the right to issue Additional Bonds from time to time for the purposes authorized in the Redevelopment Plan, and any such Additional Bonds shall share ratably and equally with the Bonds in the Incremental Taxes and the Funds and Accounts established under this Ordinance and shall have the terms established in the ordinance supplemental to this Ordinance authorizing such series of Additional Bonds. Additional Bonds shall not have any terms creating a preference or priority of any series of Additional Bonds over the Bonds or any other series of Additional Bonds, provided, however, that the City may, in any ordinance supplemental to this Ordinance, provide for the establishment of separate sub-accounts within the Reserve and Redemption Account of the Incremental Taxes Fund relating to a particular series of Additional Bonds. The creation of such separate sub-accounts shall not create a preference of one series of Additional Bonds over the Bonds or any other series of Additional Bonds, except that amounts on deposit in any such sub-accounts shall secure only the series of Additional Bonds with respect to which such sub-account is established.

Additional Bonds shall be executed substantially in the form and manner set forth in this Ordinance with respect to the Bonds, but prior to or

simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, there shall be filed with the Trustee the following:

- (a) A certified copy of the supplemental ordinance of the City authorizing the issuance of the series of Additional Bonds;
- (b) A request and authorization to the Trustee, on behalf of the City, to authenticate and deliver such Additional Bonds; and
- (c) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Bonds.

Notwithstanding the preceding paragraph, no Additional Bonds shall be issued except upon compliance with all of the following conditions:

- (a) All payments required to be made by the City into the Program Expenses Account, the Principal and Interest Accounts, and the Reserve and Redemption Account shall have been made up to and including the date of adoption of any such ordinance authorizing the issuance of Additional Bonds.
- (b) A debt service reserve requirement for the Additional Bonds, calculated and established on the same basis as the Debt Service Reserve Requirement for the Bonds, shall be established by the ordinance supplemental to this Ordinance authorizing such Additional Bonds. The supplemental ordinance may, but is not required to, establish a separate sub-account within the Revenue and Redemption Account of the Incremental Taxes Fund relating to such series of Additional Bonds and may, but is not required to, authorize the deposit with the Trustee of a reserve fund credit instrument (including, but not limited to, a surety bond or a letter of credit) to meet the debt service reserve requirement for such Additional Bonds. The specific provisions governing the use of such a reserve fund credit instrument shall be established in such supplemental ordinance. Such supplemental ordinance further must provide that the debt service reserve requirement with respect to the Additional Bonds be funded at the time of the issuance of such Additional Bonds with the proceeds of such Additional Bonds at an amount which is the lesser of (i) the debt service reserve requirement of such Additional Bonds, or (ii) to the greatest extent permissible under the Code, as then in effect, unless provision is made in such supplemental ordinance for the debt service reserve requirement to be satisfied through the deposit with the Trustee of a reserve fund credit instrument.
- (c) Either (i) the aggregate amount of Incremental Taxes deposited in the Incremental Taxes Fund in the Bond Year immediately preceding the

Bond Year during which any ordinance authorizing the issuance of Additional Bonds shall be adopted shall have been equal to at least 120% of Maximum Annual Debt Service calculated for the then current and all succeeding Bond Years on all Bonds and Additional Bonds then outstanding and the Additional Bonds then proposed to be issued, or (ii) the aggregate amount of Incremental Taxes deposited in the Incremental Taxes Fund in the Bond Year immediately preceding the Bond Year during which any ordinance authorizing the issuance of Additional Bonds shall be adopted shall have been equal to at least 105% of Maximum Annual Debt Service calculated for the then current and all succeeding Bond Years on all Bonds and Additional Bonds then outstanding and the Additional Bonds then proposed to be issued; and the City shall have received a report of a nationally recognized Independent Consultant, knowledgeable as to urban redevelopment, tax increment allocation financing and municipal finance, which includes the information and conclusions as follows:

1. A description of the purposes for which such Additional Bonds are to be issued; and
2. A statement that, in such Independent Consultant's opinion, based upon his or her review of executed redevelopment agreements and such other documents as he or she reasonably deems pertinent, Incremental Taxes to be generated will be equal to at least 150% of Maximum Annual Debt Service calculated for all succeeding Bond Years on the Bonds and any Additional Bonds then outstanding and the Additional Bonds proposed to be issued.

Notwithstanding the foregoing restrictions, if, prior to the payment of the Bonds, the City shall determine, as provided in Section 17 of this Ordinance, to refund part or all of the Bonds or Additional Bonds then outstanding, said Bonds or Additional Bonds may be refunded, and any Additional Bonds issued in a refunding may share ratably and equally in the Incremental Taxes with the portion, if any, of the Bonds and Additional Bonds which are not refunded without meeting the restrictions of paragraphs (a) and (b) of this Section 16 if the Principal and Interest Requirements are not increased for the then current Bond Year and all succeeding Bond Years on all Bonds and Additional Bonds then outstanding and the Additional Bonds then proposed to be issued.

Any Additional Bonds which may be issued in compliance with this Ordinance shall be payable as to principal on January 1 and as to interest on January 1 and/or July 1 in each year in which principal and interest come due.

SECTION 17. Refunding Bonds. Refunding Bonds issued to refund, whether at or in advance of maturity, Bonds issued under this Ordinance, may be issued by the Corporate Authorities under this Ordinance to the extent permitted by the Code, and, upon such issuance, shall be "Bonds" as defined under this Ordinance, subject to the limitations of this Ordinance and the Code.

SECTION 18. Defaults and Remedies. The events of default under this Ordinance and remedies for an event of default are as follows:

(a) Definition of Events of Default; Remedies. If one or more of the following events, called "Events of Default", shall happen, that is to say, in case:

(i) default shall be made in the payment of the principal of or redemption premium, if any, on any Bond or any Additional Bond when such payment shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(ii) default shall be made in the payment of any installment of interest on any Bond or any Additional Bond when and as such payment shall become due and payable; or

(iii) default shall be made by the City in the performance of any obligation in respect of the Reserve and Redemption Account and such default shall continue for 30 days after such default; or

(iv) the City shall (1) commence a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, (2) make an assignment for the benefit of its creditors, (3) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (4) be adjudicated a bankrupt or have entered against it any order for relief in respect of an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law and such order continue in effect for a period of 60 days without stay or vacation; or

(v) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the City, or of the whole or any substantial part of its property, or approving a petition seeking reorganization of the City under the federal bankruptcy laws or any other applicable federal or state law or statute and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry of such order, judgment or decree; or

(vi) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within 60 days from the date of assumption of such custody or control; or

(vii) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance on the part of the City to be performed, and such default shall continue for 30 days after written notice specifying such default and requiring such default to be remedied shall have been given to the City by the Trustee (which may give such notice whenever it determines that such a default is subsisting and shall give such notice at the written request of the holders of not less than a majority of holders of the principal amount of the Bonds then outstanding);

then in each and every such case the Trustee may, and upon the written request of the holders of a majority of the principal amount of the Bonds affected by the Event of Default and then outstanding under this Ordinance shall, proceed to protect and enforce its rights and the rights of the holders of the Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained in this Ordinance or in aid or execution of any power granted by this Ordinance or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce those rights.

During the continuance of an Event of Default, all monies received by the Trustee under this Ordinance from the City or from any other source shall be applied by the Trustee in accordance with the terms of paragraph (i) of this Section.

(b) Notice of Default. The Trustee shall within 90 days after the occurrence of an Event of Default, mail to the Bondholders at the address shown on the Bond Registrar notice of all Events of Default known to the Trustee unless such defaults shall have been cured before the giving of such notice.

(c) Termination of Proceedings by Trustee. In case any proceedings taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights under this Ordinance, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

(d) Right of Bondholders to Control Proceedings. Anything in this Ordinance to the contrary notwithstanding, the holders of a majority in principal amount of the Bonds then outstanding shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Bonds; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred due to such remedial proceedings.

(e) Right of Bondholders to Institute Suit. No holder of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust under this Ordinance, or for any other remedy under this Ordinance or on the Bonds unless such holder previously shall have given to the Trustee written notice of an Event of Default as provided above, and unless also the holder, or holders, of a majority in principal amount of the Bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted to the Trustee by this Ordinance, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred by the Trustee as a result, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Ordinance or for any other remedy under this Ordinance; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right under this Ordinance, except in the manner provided in this Ordinance, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in this Ordinance and for the equal benefit of all holders of the outstanding Bonds. Nothing in this Section contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on his Bonds out of the Incremental Taxes Fund or special funds and accounts provided for such payment, or the obligation of the City to pay the same, out of said taxes or special funds and accounts, at the time and place in the Bonds expressed.

(f) Suits by Trustee. All rights of action under this Ordinance, or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production of the Bonds at the trial or other proceeding relative to the Bonds, and any such suit, or proceeding, instituted by the Trustee shall be brought in its name for the

ratable benefit of the holders of the Bonds affected by such suit or proceeding, subject to the provisions of this Ordinance.

(g) Remedies Cumulative. No remedy conferred by this Ordinance upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Ordinance or now or later existing at law or in equity or by statute.

(h) Waiver of Default. No delay or omission of the Trustee or of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence in such default; and every power and remedy given by this Section to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient.

(i) Application of Monies After Default. The City covenants that if an Event of Default shall happen and shall not have been remedied, the Trustee shall apply all monies, securities and funds received by the Trustee pursuant to any right given or action taken under the provisions of this Section as follows and in the following order:

(i) First, to the payment of the reasonable and proper expenses of the Trustee, the bond registrar and paying agents, and thereafter;

(ii) Second, to the payment of principal or redemption premium, if any, and interest then due on the Bonds as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such monies shall be applied as follows:

(A) first, to the payment to the persons so entitled of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled to such payment, without any discrimination or preference;

(B) second, to the payment to the persons so entitled of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which monies are held pursuant to the provisions of this Ordinance), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount

available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal ratably according to the amount of such principal due on such date, to the persons entitled to payment without any discrimination or preference; and

(C) third, to the payment of the redemption premium, if any, on and the principal of any Bonds called for redemption pursuant to the provisions of this Ordinance.

(2) If the principal of all the Bonds shall have become due and payable, all such monies shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest on the Bonds as provided above, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled to payment without any discrimination or preference.

Whenever monies are to be applied by the Trustee pursuant to the provisions of this paragraph, such monies shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. The deposit of such monies with the paying agents, or otherwise setting aside such monies, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Ordinance as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which shall be an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date and of the endorsement to be entered on each Bond on which payment shall be made, and shall not be required to make payment to the holder of any unpaid Bond until such

Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory by the Trustee.

SECTION 19. Pertaining to the Trustee. The Trustee under this Ordinance is the trustee of an express trust hereby created for the Bondholders. The further rights and duties of the Trustee are set out as follows:

(a) Acceptance by Trustee. The Trustee shall accept the trusts hereby created by certificate of acceptance duly delivered, but only upon the terms and conditions set forth in this Section.

(b) Performance of Duties. The Trustee shall, prior to an Event of Default, and after the curing of all such Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Ordinance, using such care as a corporate trustee ordinarily would use in performing trusts under a corporate indenture or trust or depository agreement. The Trustee shall, during the existence of any such Event of Default which has not been cured, exercise such of the rights and powers vested in it by this Ordinance, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

No provision of this Ordinance shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) Prior to an Event of Default under this Ordinance and after the curing of all such Events of Default which may have occurred:

(1) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Ordinance, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee; and

(2) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed in any certificate or opinion furnished to the Trustee conforming to the requirements of this Ordinance; but in the case of any such certificate or opinion which by any provision of this Ordinance is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine such

certificate or opinion to determine whether or not it conforms to the requirements of this Ordinance.

(ii) At all times, regardless of whether or not any Event of Default shall exist:

(1) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(2) 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 holders of not less than a majority (or such larger percentage as is otherwise specifically required by the terms of the Ordinance) in aggregate principal amount of all the Bonds at the time outstanding.

(iii) None of the provisions contained in this Ordinance shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

(iv) The Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to take notice or be deemed to have notice of any default under this Ordinance, except failure by the City to cause to be made any of the payments to the Trustee required to be made by Section 11, unless the Trustee shall be specifically notified in writing of such default by the City or by the holders of a majority in aggregate principal amount of all Bonds then outstanding, and all notices or other instruments required by this Ordinance to be delivered to the Trustee must, in order to be effective, be delivered at the principal office of the Trustee, addressed to its Trust Department, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as otherwise provided in this Ordinance.

(v) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the City pertaining to the Project Area and the Bonds, and to take such memoranda from and in regard to the Project Area and the Bonds as may be desired.

(vi) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(vii) Notwithstanding any other provision of this Ordinance, the Trustee shall have the right, but shall not be required, to demand, in respect of the withdrawal of any cash or any action whatsoever within the purview of this Ordinance, any showings, certificates, opinions, appraisals or other information or corporate action or evidence of the foregoing, in addition to that by the terms of this Ordinance required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the City to the withdrawal of any cash or the taking of any other action by the Trustee.

(viii) Before taking any action under this Section 19, the Trustee may require that a satisfactory indemnity bond or other security satisfactory to it be furnished 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 the negligence or willful default of the Trustee in connection with any action so taken.

(ix) All monies received by the Trustee or any paying agent shall, until used or applied or invested as provided in this Ordinance, be held in trust for the purposes for which they were received.

(c) Instruments Upon Which Trustee May Rely. Except as otherwise provided in paragraph (b) of this Ordinance:

(i) The Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Bond, or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

(ii) Any notice, request, direction, election, order or demand of the City mentioned in this Ordinance shall be sufficiently evidenced by an instrument signed in the name of the City by its Mayor or its City Clerk (unless other evidence in respect of any such notice, request, direction, election, order or demand be specifically prescribed in this Ordinance); and any resolution of the Corporate Authorities may be evidenced to the Trustee by a copy of such resolution certified by the City Clerk under the City seal;

(iii) The Trustee may consult with counsel (who may but need not be counsel for the City) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or

suffered by it pursuant to this Ordinance in good faith and in accordance with the opinion of such counsel;

(iv) Whenever in the administration of the trusts under this Ordinance the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence is specifically prescribed in this Ordinance) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of the City; and such certificate of the City shall, in the absence of negligence or bad faith on the part of the Trustee, be full warranty to the Trustee for any action taken or suffered by it under the provisions of this Ordinance upon the faith of the City.

(d) Trustee not Responsible for Recitals and Other Matters. The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals in this Ordinance or in the Bonds (except the Trustee's certificate of authentication on the Bonds), all of which are made by the City solely; and the Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Ordinance, or of any ordinance supplemental to this Ordinance, or of the Bonds, or the sufficiency of the taxes to pay the principal of and interest on the Bonds, or for the security afforded by this Ordinance or for the validity of any securities at any time held under this Ordinance, and the Trustee makes no representation with respect to the foregoing. The Trustee shall not be accountable for the use or application by the City of any Bonds authenticated and delivered under this Ordinance or of the proceeds of such Bonds, or for the use or application of any monies paid over by the Trustee in accordance with any provision of this Ordinance.

(e) Trustee May Acquire Bonds. The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Bonds and may otherwise deal with the City in the manner and to the same extent and with like effect as though it were not Trustee under this Ordinance.

(f) Monies Need Not Be Segregated. Subject to the provisions of Sections 11 and 21 of this Ordinance, all monies received by the Trustee shall, until used or applied as provided in this Ordinance, although held in trust for the purposes for which they were received, need not be segregated from other funds except to the extent required by this Ordinance or by law. Notwithstanding the foregoing, the Trustee shall invest monies held by it under this Ordinance pursuant to the applicable provisions of this Ordinance.

(g) Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee

may intervene on behalf of Bondholders and, subject to the provisions of subparagraph (b)(viii) of this Section 19, shall do so if requested in writing by the owners of a majority in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee to intervene in any such judicial proceeding under this Section are subject to the approval of a court of competent jurisdiction if approval of such intervention is otherwise required by law.

(h) Compensation of Trustee. The City covenants and agrees to cause to be paid from the Incremental Taxes Fund to the Trustee from time to time, and the Trustee shall be entitled to, reasonable compensation for all services rendered by it in the execution of the trusts created by this Ordinance and in the exercise and performance of any of the powers and duties under this Ordinance of the Trustee, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the City will pay or reimburse the Trustee upon its request for all expenses (ordinary and extraordinary), disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Ordinance, including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ, except any such expense, disbursement or advance as may arise from its negligence or bad faith. The City also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability, expense or advance incurred or made without 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 fees for legal, engineering and other professional services deemed advisable by the Trustee and all costs and expenses of defending itself against any claim of liability in the premises. The obligations of the City under this paragraph to compensate the Trustee for services and to pay or and reimburse the Trustee for expenses, disbursements, liabilities and advances shall constitute additional indebtedness under this Ordinance. In default of the payment of such additional indebtedness by the City, the Trustee shall have a lien for such additional indebtedness on any monies held by the Trustee under this Ordinance prior to any rights in such monies of the holders of the Bonds except funds held in trust by the Trustee for the benefit of the holders of particular Bonds.

(i) Qualification of Trustee. There shall at all times be a Trustee under this Ordinance which shall be a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$100,000,000; and shall be subject to supervision or examination by federal or state authority. Any such Trustee, except for a successor Trustee appointed under subparagraph (j) (iii) of this Ordinance, shall have its principal office and place of business in the State of Illinois; provided, however, if there be no such corporation qualified under this Ordinance and willing to so act as Trustee, any such Trustee shall then meet the requirements of a successor Trustee set forth in subparagraph (j)

(iii). If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus and undivided profits of such corporation shall be deemed to be its combined capital, surplus and undivided profits as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this paragraph, the Trustee shall resign immediately in the manner and with the effect specified in paragraph (j) of this Ordinance.

(j) Resignation or Removal of Trustee and Appointment of Successor.

(i) The Trustee may at any time resign by giving written notice to the City and by giving to the Bondholders notice by publication of such resignation, which notice shall be published at least once in a financial newspaper or journal printed in the English language and customarily published on each business day and of general circulation among dealers in municipal securities in the City of New York, New York, and by first class mail to the names and addresses shown on the Bond Register. If, because of the temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of resignation in the manner provided in this Ordinance, then such publication as shall be made with the approval of the Trustee shall constitute sufficient publication of notice. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing executed by order of the Corporate Authorities. If no successor Trustee shall have been so appointed and have accepted appointment within 30 days after the publication of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide holder of a Bond or Bonds for at least six months may, on behalf of himself or herself and all others similarly situated, petition any such court for the appointment of a successor Trustee. Such court may upon such petition, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

(ii) In case at any time any of the following shall occur:

(1) The Trustee shall cease to be eligible in accordance with the provisions of paragraph (i) or subparagraph (j) (iii) of this Section and shall fail to resign after written request for its resignation by the City or by any Bondholder who has been a bona fide holder of a Bond or Bonds for at least six months, or

(2) The Trustee shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or of its

property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the City may remove the Trustee and appoint a successor Trustee by an instrument in writing executed by order of the Corporate Authorities or any Bondholder may, on behalf of herself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee. Such court may upon such petition, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor Trustee.

(iii) The holders of a majority in aggregate principal amount of all the Bonds at the time outstanding may at any time remove the Trustee and appoint a successor Trustee by an instrument or concurrent instruments in writing signed by such Bondholders. Such successor Trustee shall be a corporation authorized under applicable laws to exercise corporate trust powers and may be incorporated under the laws of the United States or of the State of Illinois. Such successor Trustee shall satisfy the minimum combined capital, surplus and undivided profits requirement set forth in paragraph (i) of this Section.

(iv) The City, subject to the approval of the holders of a majority in aggregate principal amount of all the Bonds at the time outstanding, may at any time remove the Trustee and appoint a successor Trustee by an instrument in writing signed by the City and accompanied by an instrument or concurrent instruments in writing signed by such Bondholders approving such removal and appointment.

(v) Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this paragraph (j) shall become effective upon acceptance of appointment by the successor Trustee as provided in paragraph (k) of this Section.

(k) Concerning the Successor Trustee. Any successor Trustee appointed as provided in paragraph (j) of this Section shall execute, acknowledge and deliver to the City and to its predecessor Trustee an instrument accepting such appointment under this Ordinance, and upon such acceptance, the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts under this Ordinance, with the same effect as if originally named as Trustee in this Ordinance; but nevertheless on the written request of the City or the request of the successor Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts

expressed in this Ordinance, all the rights, powers and trusts of the Trustee so ceasing to act. Upon request of any such successor Trustee, the City shall execute any and all instruments in writing more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and duties. Any Trustee ceasing to act shall, nevertheless, retain a lien upon all funds held or collected by such Trustee to secure the amounts due it as compensation reimbursement, expenses and indemnity afforded to it by paragraph (h) of this Section.

No successor Trustee shall accept appointment as provided in this paragraph (k) unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of paragraph (i) or subparagraph (j) (iii) of this Section.

Upon the acceptance of appointment by a successor Trustee as provided in this paragraph (k), the City shall publish notice of the succession of such Trustee to the trusts under this Ordinance at least once in a financial newspaper or journal, printed in the English language, customarily published on each business day and of general circulation among dealers in municipal securities in the City of New York, New York, and shall mail a copy of such notice to each person whose name appears on the Bond Register. If, because of temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of succession in the manner provided in this Ordinance, then such publication as shall be made with the approval of the Trustee shall constitute sufficient publication of notice. If the City fails to publish and mail such notice within 10 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be published and mailed at the expense of the City.

(l) Merger or Consolidation of Trustee. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation succeeding to the business of the Trustee, shall be the successor of the Trustee under this Ordinance without the execution or filing of any paper or any further act on the part of any of the parties to this Ordinance, anything in this Ordinance to the contrary notwithstanding, provided that such successor Trustee shall be eligible under the provisions of paragraph (k) or subparagraph (j) (iii) of this Section.

(m) Financial Statements, Books and Accounts. The Trustee shall retain all financial statements furnished to it by the City pursuant to this Ordinance for at least a period of seven years after the receipt of such financial statements. The Trustee shall provide an accounting to the City not less than 30 days after the end of each fiscal year of the City showing all receipts, disbursements, fund balances, and investments relating to the Funds held by the Trustee under this Ordinance and shall otherwise assist

the City in any reasonable manner in complying with Section 12(c) of this Ordinance.

(n) Trustee May Act Through Agents and Co-Trustees. The Trustee may execute any of the trusts or powers of this Ordinance and perform any duty under this Ordinance either directly or by or through its agents or attorneys. The Trustee may appoint a co-trustee or co-trustees having a principal place of business in the State of Illinois and who shall meet the requirements for a successor trustee set forth in paragraph (k) of this Section. The Trustee may delegate to such co-trustee or co-trustees such power, rights, duties, and responsibilities as the Trustee may deem necessary or desirable in order to permit the lawful execution of the trusts set forth in this Ordinance without qualifying to do business or otherwise subjecting itself to the jurisdiction of any regulatory authority of the State of Illinois.

SECTION 20. Evidence of Bondholder Action. Any request, direction or other instrument required by this Ordinance to be signed or executed by Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument, or of the writing appointing such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Ordinance and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction, who, by the laws of such jurisdiction, has power to take acknowledgments within said jurisdiction, to the effect that the person signing such writing acknowledged before her the execution of such writing, or by an affidavit of a witness to such execution;

(b) The ownership of the Bonds shall be proved by the Bond Register.

SECTION 21. Payment and Discharge; Refunding. The Bonds may be discharged, payment provided for, and the City's liability terminated as follows:

(a) Discharge of Indebtedness. If (i) the City shall pay or cause to be paid to the registered owners of the Bonds or any Additional Bonds, the principal, premium, if any, and interest to become due on the Bonds or any Additional Bonds, respectively, at the times and in the manner stipulated in the Bonds or any Additional Bonds, and in this Ordinance, (ii) all fees and expenses of the Trustee, the bond registrar and the paying agents

shall have been paid, and (iii) the City shall keep, perform and observe all and singular the covenants and promises in the Bonds or any Additional Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights granted by this Ordinance with respect to the Bonds or any Additional Bonds so paid, shall cease, determine and be void, and thereupon the Trustee shall execute and deliver to the City such instruments in writing as shall be requisite. If the City shall pay or cause to be paid to the registered owners of all outstanding Bonds or any Additional Bonds, as applicable, or of a particular maturity within any series of such Bonds or any Additional Bonds, the principal, premium, if any, and interest to become due on such Bonds or any Additional Bonds at the times and in the manner stipulated in them and in this Ordinance, such Bonds or any Additional Bonds, as applicable, shall cease to be entitled to any lien, benefit or security under the Ordinance, and all covenants, agreements and obligations of the City to the holders of such Bonds or any Additional Bonds, as applicable, shall cease, terminate and become void and discharged and satisfied.

(b) Provision for Payment. Bonds or any Additional Bonds, as applicable, the payment for or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds or any Additional Bonds), shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; provided, however, that if such Bonds or any Additional Bonds, as applicable, are to be redeemed prior to their maturity, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Trustee shall have been made for the giving of such notice. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums, if any, when due on the Bonds or any Additional Bonds, as applicable, without rendering the interest on them taxable under the Internal Revenue Code of the United States.

The City may at any time surrender to the Trustee for cancellation by it any Bonds or any Additional Bonds, as applicable, previously authenticated and delivered under this Ordinance, which the City may have acquired in any manner whatsoever, and such Bonds or any Additional Bonds, as applicable, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Termination of City's Liability. Upon the discharge of all indebtedness incurred under this Ordinance, or under any Additional Bonds issued under this Ordinance, or upon the deposit with the Trustee of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) of this Section) for the retirement

of any particular Bonds or Additional Bonds, all liability of the City in respect of such Bond or Bonds shall cease, determine and be completely discharged and the holders of such Bonds or Additional Bonds shall after that be entitled only to payment out of the money and the proceeds of the Government Securities deposited with the Trustee for their payment, subject to the provisions of paragraph (d) of this Section. However, if the Trustee, on advice of counsel, shall conclude that the determination and discharge of the City's liability under this Ordinance, upon the deposit of Government Securities with the Trustee as above provided, would or might result in rendering the interest on any of the Bonds or Additional Bonds to be includible in the "gross income" of their owners for federal income tax purposes, the Trustee shall so notify the City in writing and shall refuse to accept such deposit unless the City shall execute and deliver to the Trustee a supplemental ordinance meeting the requirements of the next sentence of this paragraph. Such supplemental ordinance shall provide (a) that so long as said deposit of money and Government Securities remains sufficient for its purposes and in the hands of the Trustee, none of the covenants appearing in this Ordinance, except for the covenant of the City to pay the Bonds or Additional Bonds; as applicable, as to principal and interest and the covenant not to affect the status of interest on the Bonds or Additional Bonds, as applicable, as excludable from the "gross income" of their owners for federal income tax purposes, shall be enforceable or enforced against the City. Such a supplemental ordinance shall further provide that whenever the monies and Government Securities in such deposit shall become insufficient for their purpose, the Trustee shall immediately so notify the City, then all provisions of this Ordinance shall again become fully enforceable and shall be enforced by the Trustee.

(d) Unclaimed Monies. The Trustee shall continue to hold in trust all monies held by it for the payment of principal of and interest and redemption premium, if any, on the Bonds or Additional Bonds until they shall have been presented for payment. If, after the expiration of the pertinent statute of limitations (as to which the Trustee may rely upon counsel of its own choosing), any money remains unclaimed, the Trustee shall pay said money over to the City for use for any lawful corporate purpose or shall pay such money as is then otherwise provided by law.

SECTION 22. Supplemental Ordinances. Supplemental ordinances may be passed as follows:

(a) Supplemental Ordinances Not Requiring Consent of Bondholders. The City by the Corporate Authorities, and the Trustee from time to time and at any time, subject to the conditions and restrictions in this Ordinance contained, may pass and accept an ordinance or ordinances supplemental to this Ordinance, which ordinance or ordinances thereafter

shall form a part of this Ordinance, for any one or more of the following purposes:

(i) To add to the covenants and agreements of the City contained in this Ordinance, to add other covenants and agreements to be observed, or to surrender, restrict or limit any right or power reserved in this Bond Ordinance to, or conferred upon, the City;

(ii) To make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to matters or questions arising under this Ordinance, as the City may deem necessary or desirable and not inconsistent with this Ordinance and which in the opinion of the Trustee shall not adversely affect the interests of the registered owners of the Bonds;

(iii) To designate one or more bond registrars or paying agents;

(iv) To comply with the provisions of Section 19(c) of this Ordinance when money and the Government Securities designated in accordance with that section to be sufficient to provide for the retirement of Bonds shall have been deposited with the Trustee;

(v) As to Bonds which are authorized but unissued under this Ordinance:

(1) to change the amount of Bonds authorized, or

(2) to change in any way the terms upon which such Bonds may be issued or secured; and

(vi) To provide for Additional Bonds pursuant to the provisions of Section 16 of this Ordinance.

Any supplemental ordinance authorized by the provisions of this Section may be passed by the City and accepted by the Trustee without the consent of or notice to the registered owners of any of the Bonds at the time outstanding, notwithstanding any of the provisions of paragraph (b) of this Section, but the Trustee shall not be obligated to accept any such supplemental ordinance which affects the Trustee's own rights, duties or immunities under this Ordinance or otherwise.

(b) Supplemental Ordinances Requiring Consent of Bondholders. With the consent (evidenced as provided in Section 18) of the registered owners of not less than a majority in aggregate principal amount of the Bonds at

the time outstanding, the City, by the Corporate Authorities may pass, and the Trustee may accept from time to time and at any time an ordinance or ordinances supplemental to this Ordinance for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided in any Bond without the express consent of the registered owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or the creation of a preference or priority of any Additional Bond or Bonds over any Bond or Bonds on any other Additional Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, or deprive the registered owners of the Bonds (except as aforesaid) of the right to payment of the Bonds from the taxes pledged to the Bonds without the consent of the registered owners of all the Bonds (as the case may be) then outstanding. Upon receipt by the Trustee of a certified copy of such ordinance and upon the filing with the Trustee of evidence of the consent of Bondholders, the Trustee shall accept such supplemental ordinance (unless such supplemental ordinance affects the Trustee's own rights, duties or immunities under this Ordinance or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, accept such supplemental ordinance).

It shall not be necessary for the consent of the Bondholders under this paragraph to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance of such proposed supplemental ordinance.

Promptly after the passage by the City and the acceptance by the Trustee of any supplemental ordinance pursuant to the provisions of this paragraph, the City shall publish a notice, setting forth in general terms the substance of such supplemental ordinance, at least once in a financial newspaper or journal printed in the English language, customarily published on each business day and of general circulation among dealers in municipal securities in the City of New York, New York. If, because of temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of supplemental ordinance in the manner herein provided in this Ordinance, then publication as shall be made with the approval of the Trustee shall constitute sufficient publication of notice. Any failure of the City to give such notice, or any defect in such notice, shall not, however, in any way impair or affect the validity of any such supplemental ordinance.

(c) Supplemental Ordinance to Modify this Ordinance. Upon the execution of any supplemental ordinance pursuant to the provisions of this

Section, this Ordinance shall be modified and amended in accordance with the supplemental ordinance and the respective rights, duties and obligations under this Ordinance of the City, the Trustee and all registered owners of Bonds outstanding under the Bonds shall be determined, exercised and enforced under this Ordinance subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental ordinance shall be and be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

(d) Trustee May Rely Upon Opinion of Counsel Regarding Supplemental Ordinance. Subject to the provisions of Section 19(b), the Trustee may receive an opinion of counsel as conclusive evidence that any supplemental ordinance executed pursuant to the provisions of this Section complies with the requirements of this Section.

(e) Notation on Bonds. Bonds authenticated and delivered after the execution of any supplemental ordinance pursuant to the provisions of this Section may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds, so modified as to conform, in the opinion of the Trustee and the Corporate Authorities, to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared by the City, authenticated by the Trustee and delivered without cost to the registered owners of the Bonds then outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amounts.

SECTION 23. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and upon the acceptance of the duties under this Ordinance between the City and the Trustee, no changes, additions or alterations of any kind shall be made to this Ordinance, except as provided in it.

SECTION 24. Partial Invalidity. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 25. Registered Form. The City recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest on the Bonds be excludible from the "gross income" of their owners for federal income tax purposes under laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

SECTION 26. List of Bondholders. The Trustee shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

SECTION 27. Rights and Duties of Trustee. If requested by the Trustee, the Mayor and the City Clerk of the City are authorized to execute the Trustee's standard form of agreement between the City and the Trustee with respect to the obligations and duties of the Trustee under this Ordinance, which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided in this Ordinance;
- (b) to maintain a list of Bondholders and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided in this Ordinance;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk of the City is directed by this Ordinance to file a certified copy of this Ordinance with the Trustee.

SECTION 28. Prior Inconsistent Proceedings. All ordinances, resolutions or orders, or parts of the foregoing, in conflict with the provisions of this Ordinance, are to the extent of such conflict repealed by this Ordinance.

SECTION 29. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based on the Bonds or upon any obligation, covenant or agreement in this Bond Ordinance contained against any past, present or future officer, director, member, employee or agent of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, 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 officers, directors,

members, employees or agents as such is expressly waived and released by this Ordinance as a condition of and consideration for the passage of this Ordinance and the issuance of such Bonds.

SECTION 30. City's Administrative Fees. The City administrative fee with respect to the Project and the Project Area, as payable from proceeds of the Bonds, is \$150,000. The Redevelopment Plan is hereby amended to the extent necessary to accommodate this fee and its application to the costs of administration and oversight of the Project and, to the extent permitted by the Act, other tax increment projects of the City, including, without limitation, personnel costs.

SECTION 31. Effective Date. This Ordinance shall be published in pamphlet form by the City Clerk, by causing to be printed at least 100 copies of this Ordinance, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of it. This Ordinance shall be in full force and effect ten (10) days after its adoption, approval by the Mayor and publication as provided in this Section 31.

Passed on July 24, 1991.

Mayor, City of Chicago

Recorded in the City Records on _____, 1991.

Attest:

City Clerk, City of Chicago,
Illinois

Acceptance By Trustee.

The undersigned Trustee does hereby acknowledge receipt of a duplicate original of the above ordinance of the City of Chicago, Illinois, and does hereby agree to perform the trusts imposed in it.

Dated this _____ day of _____, 1991.

Trustee

By: _____

Attest:

[Seal]

Exhibits "A", "B" and "C" attached to this Ordinance read as follows:

Exhibit "A".

*Legal Description Of The Central Station Area
Tax Increment Financing Redevelopment
Project Area.*

The boundaries of the Central Station Area Redevelopment Project Area have been carefully drawn to include only those contiguous parcels of real property and improvements thereon substantially benefitted by the proposed redevelopment project improvements to be undertaken as part of the Central Station Area Tax Increment Financing Redevelopment Project and Plan. The boundaries are more particularly described as follows:

That part of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of the southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

those parts of the southwest quarter of fractional Section 15, the northwest quarter of fractional Section 22 and the east half of southwest fractional quarter of said Section 22, all in Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: beginning on the west line of South Michigan Avenue, at the intersection of said line with the north line of East 11th Street, and running; thence east along the eastward extension of said north line of East 11th Street, to the easterly right-of-way line of South Columbus Drive; thence southwardly, along said easterly right-of-way line to an intersection with the eastward extension of the aforesaid north line of East Roosevelt Road; thence east along said eastward extension of East Roosevelt Road to the easterly right-of-way line of the south bound lanes of South Lake Shore Drive; thence southwestwardly, southwardly and southeastwardly along the easterly right-of-way line of the southbound lanes to an intersection with the eastwardly extension of a line which is 1,500 feet northerly from and parallel with the northerly line of the East 23rd Street viaduct structure; thence westwardly along said line which is 1,500 feet northerly from and parallel with the northerly line of said 23rd Street Viaduct, to the westerly right-of-way line of the Illinois Central Railroad; thence northwardly along said westerly right-of-way line a distance of 1,625 feet, more or less, to the northeast corner of Lot 1 in E. L. Sherman's Subdivision of Lots 4, 5 and 6 in Block 1 of Clarke's Addition to Chicago, in the southwest fractional quarter of Section 22, aforesaid; thence west along the north line of said Lot 1, and along said north line extended west a distance of 186 feet, more or less, to the west line of South Prairie Avenue; thence north along said west line of South Prairie Avenue a distance of 84 feet, more or less, to the southeast corner of Lot 5 in Assessor's Division of Lots 1, 2 and 3 in Block 1 of Clarke's Addition to Chicago, aforesaid; thence west along the south line of said Lot 5 a distance of 177 feet, more or less, to the point of intersection with a line which is the east line of a 20-foot wide alley; thence north along said east line of the 20-foot wide alley a distance of 92 feet, more or less, to the south line of East 16th Street; thence west along said south line of East 16th Street, a distance of 263.00 feet, more or less, to the west line of South Indiana Avenue; thence north along said west line of South Indiana Avenue, a distance of 1,407.00 feet, more or less, to the south line of East 14th Street; thence west along said south line of East 14th Street, a distance of 441.00 feet, more or less, to the west line of South Michigan Avenue, and thence north along said west line of South Michigan Avenue, a distance of 1,955.00 feet, more or less, to the point of beginning, in Cook County, Illinois.

*Exhibit "B".**Preliminary Limited Offering Memorandum
Dated August ____, 1991.*

New Issue

Not Rated

Subject to compliance by the City with certain covenants, in the opinions of Schiff Hardin & Waite and Carney & Brothers, Ltd., Co-Bond Counsel, under present law, interest on the Bonds is not included in gross income for federal income tax purposes and thus is exempt from federal income taxes based on gross income. Interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax on individuals, but will be taken into account in computing the corporate alternative minimum tax. Interest on the Bonds is not exempt from present Illinois income taxes. See the discussion under the heading "Tax Exemption" herein.

\$4,500,000 */

City of Chicago, Illinois

Tax Increment Allocation Bonds

(Central Station Project)

Series 1991A.

Dated: August 1, 1991

Due: January 1, 2011

The Bonds will be issued in fully registered form in denominations of \$100,000 and/or any integral multiple of \$5,000 in excess of \$100,000. The Midwest Securities Trust Company, Chicago, Illinois ("M.S.T.C.") will act as

*/ Preliminary, subject to change.

the securities depository of the Bonds and its nominee will be the registered owner of the Bonds. Individual purchases of Bonds will be recorded on a book-entry only system operated by M.S.T.C. For further details on ownership, payments, notices and other matters under the book-entry only system, see "The Bonds--Global Book-Entry System" herein.

Interest on the Bonds is payable on each January 1 and July 1, commencing January 1, 1992. Principal of and premium, if any, on each Bond is payable at maturity or prior redemption. All payments will be made by Independence Bank of Chicago, Chicago, Illinois, as Trustee. The Bonds are subject to redemption prior to maturity as fully described herein.

Proceeds of the Bonds will be used for the purposes of (i) paying a portion of the Project Costs for Phase 1 of the Central Station Redevelopment Project described herein, (ii) funding certain capitalized interest requirements of the Bonds, (iii) funding a portion of the debt service reserve requirements for the Bonds and (iv) paying certain costs of issuance in connection with the Bonds.

The Bonds are special limited obligations of the City, payable solely and only from Incremental Taxes, as described herein, and from amounts on deposit in and pledged to the various funds and accounts as provided in the Bond Ordinance. The Bonds Do Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Holder Of The Bonds Will Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of The Principal Of, Or Interest Or Premium, If Any, On The Bonds.

\$4,500,000 / % Term Bonds due January 1, 2011.

The Bonds are offered when, as, and if issued by the City, subject to the delivery of the legal opinions of Schiff Hardin & Waite and Carney & Brothers, Ltd., Chicago, Illinois, Co-Bond Counsel. Certain legal matters will be passed upon for the City by its Corporation Counsel; and for the Underwriter by its co-counsel, Mayer, Brown & Platt and Armendariz & Magdziarz, Chicago, Illinois. It is expected that the Bonds, in definitive form, will be available for delivery in Chicago, Illinois, on or about August _____, 1991.

 / Preliminary, subject to change.

Dean Witter Reynolds, Inc.

August ____, 1991.

This Limited Offering Memorandum does not constitute an offer to sell Bonds in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction. No dealer, salesman or any other person has been authorized to give any information or make any representations, other than those contained herein, in connection with the offering of the Bonds, and, if given or made, such other information or representations must not be relied upon. The delivery of this Limited Offering Memorandum at any time does not imply that the information or opinions herein are correct as of any time subsequent to its date. The information set forth herein has been obtained by the Underwriter from the City, the Developer and other sources believed to be reliable, but it is not guaranteed as to accuracy or completeness. All expressions of opinion herein whether or not so stated as such are intended merely as such and not as representations of fact. No statement herein is to be considered as a contract with any purchaser or holder of the Bonds.

No representation is made regarding whether the Bonds constitute legal investments under the laws of any state for banks, savings banks, savings and loan associations, life insurance companies, and other institutions organized in such state, or fiduciaries subject to the laws of such state.

Neither the delivery of this Limited Offering Memorandum nor any sale hereunder will, under any circumstances, create any implication that there has been no change in the Redevelopment Project herein described or in the affairs of the City, the Developer or any other party since the dates as of which information is given herein.

The Bonds will not be registered under the Securities Act of 1933, as amended, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity will have passed upon the accuracy or adequacy of this Limited Offering Memorandum or, other than authorizing action by the City, approved the Bonds for sale. Any representation to the contrary may be a criminal offense.

*Limited Offering Memorandum**Relating To*

*\$4,500,000. */
City Of Chicago, Illinois
Tax Increment Allocation Bonds
(Central Station Project)
Series 1991A.*

Introduction.

This Limited Offering Memorandum, which includes the Cover Page and Appendices, sets forth information concerning the City of Chicago, Illinois (the "City") and the City's \$4,500,000*/ Tax Increment Allocation Bonds (Central Station Project), Series 1991A (the "Bonds"). The Bonds are being issued under and pursuant to the Tax Increment Allocation Redevelopment Act, Section 11-74.4-1 et seq. of the Illinois Municipal Code, as supplemented and amended, and an ordinance adopted by the City Council of the City on July 24, 1991 (the "Bond Ordinance"). The Bonds are special limited obligations of the City, payable solely and only from Incremental Taxes, as defined herein, and from the amounts on deposit in and pledged to the various funds and accounts established under the Bond Ordinance. Additional Bonds having a parity lien with the Bonds in the Incremental Taxes and these funds and accounts may be issued in accordance with the provisions of the Bond Ordinance. For additional information, see "Security for the Bonds" herein.

Proceeds of the Bonds will be used for the purposes of (i) paying a portion of the Project Costs for Phase 1 of the Central Station Redevelopment Project described herein, (ii) funding certain capitalized interest requirements of the Bonds, (iii) funding a portion of debt service reserve requirement for the Bonds and (iv) paying certain costs of issuance in connection with the Bonds. Independence Bank of Chicago, with its principal office in Chicago, Illinois, is acting as Trustee for the Bonds.

*/ Preliminary, subject to change.

The summaries of, and references to, all documents, agreements, ordinances, statutes, reports or other instruments referred to in this Limited Offering Memorandum do not purport to be comprehensive or definitive and are qualified in their entirety by reference to each such document, agreement, ordinance, statute, report or instrument. A prospective purchaser of the Bonds may obtain copies of all such documents, agreements, ordinances, statutes, reports or other instruments from Dean Witter Reynolds, Inc., Two World Trade Center, 59th Floor, New York, New York 10048 (Telephone: (212) 392-2983), Attention: Mr. Kemp J. Lewis.

Certain words and terms used in this Limited Offering Memorandum and in the Bond Ordinance and not defined elsewhere have the meanings set forth in Appendix A to this Limited Offering Memorandum.

The City.

The City is located in Cook County in northeastern Illinois and is the largest city in Illinois. Incorporated in 1837, the City is a municipal corporation and home rule unit of local government under the 1970 Illinois Constitution and as such "may exercise power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt". The General Assembly of the State of Illinois may limit, by a three-fifths vote of each legislative house, the amount of debt incurred by home rule municipalities. To date it has not done so.

Tax Increment Financing.

The Act authorizes the use of T.I.F. financing as a means for municipalities, after the approval of a "redevelopment plan and project", to redevelop "blighted", "conservation" or "industrial park conservation" areas and to finance public redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue is derived from the increase in the equalized assessed valuation of real property within the redevelopment area over and above the certified initial equalized assessed valuation of that real property. Any such increase in equalized assessed valuation is then multiplied, on an annual basis, by the aggregate tax rate resulting from the levy of real property taxes by all units of local government having taxing power over that real property. The product of this calculation is the amount of incremental real estate tax revenues generated within the redevelopment area. For additional information, see "Real Property Assessment, Tax Levy and Collection Procedures" herein.

T.I.F. financing does not generate revenues by increasing tax rates. Instead, it generates revenues by allowing a municipality to capture all new tax revenues resulting from increases in equalized assessed valuation within the area which has been designated for redevelopment. Under T.I.F. financing, all overlapping taxing districts continue to receive real estate tax revenue based on the equalized assessed valuation in effect at the time the redevelopment area is established. Moreover, overlapping taxing districts can receive distributions of incremental real estate tax revenue when the amount of such revenue is greater than necessary to pay for expected redevelopment project costs and principal and interest on obligations issued to pay such costs.

T.I.F. financing is available for payment of redevelopment project costs. These include costs of studies and surveys, costs associated with the acquisition of land, costs of rehabilitation or repair of existing public or private buildings, costs of construction of public works or improvements, costs of job retaining programs and financing costs. Subject to certain limitations, T.I.F. financing will also apply to the interest costs incurred by the developer of a project but will not generally apply to the construction costs of new privately-owned buildings. To finance redevelopment costs, a municipality may issue obligations secured by the anticipated tax increment revenue generated within the redevelopment project area.

In order to be eligible for T.I.F. financing under the Act, the redevelopment area must fit within one or more statutory classifications. One classification allows "blighted areas" to be developed with the aid of T.I.F. financing. Blighted areas may be either improved or vacant; if improved, characteristics such as obsolete or deteriorating structures will cause the area to qualify as a blighted area. If the area under consideration is vacant, factors such as abandoned structures, unused quarries or railyards or chronic flooding resulting from man-made causes will cause the area to qualify as a blighted area.

Implementation of T.I.F. financing requires a public hearing, following which a municipality may adopt ordinances approving the redevelopment project, allocating tax revenues and pledging the incremental tax revenues, and taking such other actions as may be necessary to effect the redevelopment project. All actions required to be taken by the City to implement T.I.F. financing for the Project Area have been taken and the City is authorized to issue the Bonds.

The Central Station Redevelopment Project.

General.

To stimulate and induce redevelopment pursuant to the Act, on November

28, 1990, the City adopted a series of ordinances (the "T.I.F. Ordinances") designating the Project Area, approving the Redevelopment Plan and Project for the Project Area and authorizing T.I.F. financing for the Project Area. The Project Area consists of an approximately 72-acre site on the City's south lakefront, immediately south of the Loop central business district and Grant Park, immediately west of Lake Shore Drive and the cultural complex of the Field Museum, Shedd Aquarium and Adler Planetarium and immediately north of the McCormick Place exposition facilities. A map of the Project Area is set forth on page _____. Because of its size and location, the Project represents one of the most significant urban redevelopment efforts of its kind currently being undertaken in the United States.

The Project Area is primarily vacant land, consisting of unused railyards, rail tracks or railroad rights-of-way. It is the former location of active rail lines and numerous railroad-related uses, including an office building, passenger terminal, train sheds, roundhouses, machine shops, baggage room, power house and miscellaneous support buildings. All of the tracks have been abandoned and the buildings demolished. The Project Area also consists of certain improved, but deteriorated and abandoned, property, as well as railroad property currently operated by Metra, the commuter rail division of the Regional Transportation Authority.

In _____, 1990, the Developer acquired approximately 36 acres of vacant land and approximately 34 acres of air rights over the active Metra railroad property (the land and air rights parcels collectively referred to herein as the "Property") from the Illinois Central Railroad Company. The remaining property within the Project Area consists of approximately _____ acres owned by _____, as well as the railroad property underlying the air rights parcels described above.

Eligibility for T.I.F. Financing.

As set forth in the T.I.F. Ordinances, the City determined that the Project Area qualified for T.I.F. financing as a "blighted area", as defined in the Act, due to the presence of a number of the blighting factors which render the Project Area detrimental to the public safety, health and welfare. Factors qualifying the Project Area as blighted include the age, deterioration, dilapidation and obsolescence of structures and site improvements, structures which are below minimum code standards, excessive vacancies, lack of ventilation, inadequate lighting, sanitary facilities and utilities, deleterious land use or layout, depreciation of physical maintenance, and a lack of community planning.

Redevelopment of the Project Area.

In accordance with the Redevelopment Plan, the Redevelopment Project will consist of a phased, mixed-use development, with residential, commercial, retail, office, exposition, hotel and public use components (the "Private Improvements"), together with related property acquisition, site preparation, demolition, roadways, utilities, parks and open space and other public improvements (the "T.I.F. Improvements"). It is currently anticipated that the Private Improvements will be constructed over a ____ year period.

Certain components of the Private Improvements are expected to be constructed and owned by the Developer while other components will be developed by third parties after the purchase of portions of the Property, or interests therein, from the Developer. As set forth under "Valuation of Property Within the Project Area", the projections of Incremental Taxes available to meet the Principal and Interest Requirements on the Bonds are based solely on the reclassification and reassessment of the Property and do not assume the construction of any of the Private Improvements.

On or before the date of issuance and delivery of the Bonds, the City and the Developer will execute the Redevelopment Agreement which sets forth certain rights and obligations of both parties concerning the financing of construction of both the Private Improvements and the T.I.F. Improvements. For additional information, see "Summary of the Redevelopment Agreement" herein.

Phase 1 Improvements.

Both the Private Improvements and the T.I.F. Improvements will be implemented in phases. The initial phase of the T.I.F. Improvements, referred to in the Redevelopment Agreement as the Phase 1 T.I.F. Improvements, will be funded in part with the net proceeds of the Bonds. The Phase 1 T.I.F. Improvements will consist of roadways and related improvements, construction of a new outfall sewer, landscaping, park and open space improvements and site preparation and demolition.

In accordance with the Redevelopment Agreement, the Developer will act as the City's agent in constructing the Phase 1 T.I.F. Improvements and will be required to solicit bids for contracts to undertake such construction. In construction of the Phase 1 T.I.F. Improvements, the Developer will either contract with a general contractor or perform as the construction manager and may derive a fee for such services.

In connection with Phase 1 T.I.F. Improvements, the City and the Developer will enter into a construction escrow agreement for the

disbursement of net proceeds of the Bonds. No disbursements will be made from this construction escrow until specified conditions have been satisfied. For additional information, see "The Redevelopment Agreement", herein. If the aggregate cost of the Phase 1 T.I.F. Improvements exceeds the net proceeds from the Bonds, the Developer will be responsible for the payment of all costs and expenses of completion, subject to provisions of the Redevelopment Agreement concerning reimbursement to the Developer for Project Costs.

The Developer.

The Developer consists collectively of the following entities: Central Station Development Corporation ("C.S.D.C."), Central Station Limited Partnership ("Central Station Partnership") and 1304 South Indiana Limited Partnership ("Indiana Partnership"). (Central Station Partnership is the sole beneficiary of a land trust which owns a portion of the property and Indiana Partnership is the sole beneficiary of a land trust which owns the remainder of the property.) C.S.D.C. is an Illinois corporation owned by _____. Central Station Partnership is an Illinois limited partnership _____. Indiana Partnership is an Illinois limited partnership _____.

Forest City Enterprises, Inc.

Fogelson Properties.

Estimated Costs of T.I.F. Improvements.

Estimated Project Costs for all phases of the T.I.F. Improvements are established in the Redevelopment Plan at \$40,000,000 for the following elements:

Property Acquisition, Site Preparation, Demolition, Relocation	\$ 3,300,000
Roadways and Related Improvements	27,600,000
Special Utility Improvement	6,500,000
Parks and Open Space	1,800,000

Job Training and Related Educational Programs	\$ 500,000
Analysis, Administration, Studies, Surveys, Legal, et al.	<u>300,000</u>
TOTAL:	\$40,000,000

Of this total amount, Phase 1 T.I.F. Improvements are estimated at \$_____.

Framework for Redevelopment.

In addition to adopting the T.I.F. ordinances, the City has undertaken several important measures to direct and catalyze development of the Project Area. On March 1, 1990, the Chicago Plan Commission approved the Central Station Guidelines for Development (the "Central Station Guidelines") setting forth general land use, transportation, open space and urban design policies for the comprehensive development of the Project Area. On April 6, 1990, the City Council approved the Central Station Planned Development Amendment to the Chicago Zoning Ordinance (the "Central Station Plan of Development") establishing overall land use and zoning parameters for the Property. On _____, the Chicago Plan Commission adopted Master Plan I (the "Master Plan") implementing the Central Station Plan for Development and providing specific land use and development regulations for a portion of the Property on which the initial phase of both T.I.F. Improvements and Private Improvements are expected to be located.

A copy of the Redevelopment Plan, the Central Station Guidelines, the Central Station Plan of Development and the Master Plan are each available upon request from the Underwriter.

Map Of Project Area And Phase 1 T.I.F. Improvements.

The Bonds.

General Description.

The Bonds shall mature, subject to mandatory and optional redemption in certain instances as set forth herein, on January 1, 2011, and shall bear

interest at the rate of ____% per annum (computed on the basis of a 360-day year consisting of twelve 30-day months). Interest shall accrue from August 1, 1991 and shall be payable on January 1 and July 1 of each year, with the first interest payment date being January 1, 1992.

The Bonds shall be issued only in registered form in denominations of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000. The Bonds shall be dated August 1, 1991.

The principal of and premium, if any, on the Bonds shall be payable at the principal corporate trust office of the Trustee, or its successor in trust, upon presentation of such Bonds. Payment of interest on the Bonds shall be made to the registered owners thereof and shall be paid by check or draft of the Trustee mailed to the person in whose name each Bond is registered on the Record Date at his address as it appears on the registration books of the City maintained by the Trustee or at such other address as is furnished in writing by such owner to the Trustee. (The "Record Date" is the 15th day of the month next preceding any regular interest payment date (January 1 or July 1) and the 15th day preceding any other interest payment date which is occasioned by a redemption of Bonds on a day other than a regular interest payment date.)

Mandatory Sinking Fund Redemption.

The Bonds are subject to mandatory redemption at a price of par, plus accrued interest to the date fixed for redemption, without premium, on January 1 of each of the years and in the principal amounts as follows:

Year	Amount */	Year	Amount */

On the basis of the mandatory sinking fund redemptions shown in the schedule above, the average life of the Bonds is approximately ____ years. */

*/ Preliminary, subject to change.

To the extent that any Bonds have been previously called for redemption in part otherwise than from a sinking fund payment, one or more annual sinking fund payments shall be reduced in an amount determined by the City, in its sole discretion, provided that any reduction of any annual sinking fund payment shall be in an amount of \$5,000 or any integral multiple thereof.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the Bonds through the purchase in the open market. Bonds shall not be purchased in the open market at a price in excess of the principal amount of the Bonds plus the redemption premium, if any, applicable to the redemption of such Bonds on the next date on which they may be optionally redeemed plus accrued and unpaid interest on the principal of the purchased Bonds to the date of purchase. The total principal amount of the Bonds which shall be redeemed pursuant to purchase on the open market shall be a credit against and a reduction of any one or more applicable annual sinking fund payments determined by the City, in its sole discretion; provided that any reduction of any annual sinking fund payment shall be in an amount of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000.

Optional Redemption.

The Bonds shall be subject to redemption prior to maturity at the option of the City, from any available moneys, on and after January 1, _____, in whole on any date, or in part on any interest payment date at the redemption prices (expressed as percentages of principal amount) set forth in the following table, plus accrued interest to the date fixed for redemption:

Redemption Dates
(Dates Inclusive)

Redemption Prices

General Redemption Provisions.

In the event of a redemption of less than all the Bonds, the Trustee shall assign to each outstanding Bond a distinctive number for each \$5,000 portion of such Bond so as to distinguish each such \$5,000 portion from each other portion of such Bond. The Trustee shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds as many numbers as, at \$5,000 for each number, shall equal the principal amount of Bonds to be redeemed.

When the Trustee receives notice of the City's election to redeem Bonds, or when redemption of Bonds is required by the Bond Ordinance, the Trustee shall give notice, in the name of the City, of the redemption of such Bonds. The notice shall specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds are to be redeemed, the letters and numbers of such Bonds so to be redeemed. In the case of Bonds to be redeemed in part only, the notice shall also specify the respective portions of the principal amount to be redeemed. The notice shall further state that on the redemption date there shall become due and payable upon each Bond the redemption price of the specified portions of the principal to be redeemed, together with unpaid interest accrued to the redemption date on the principal of the Bonds to be redeemed, and that from and after that date interest on such principal amount shall cease to accrue and be payable. The Trustee shall mail a copy of the notice, first class postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the holders of any Bonds or portions thereof which are to be redeemed at their last addresses, if any, appearing upon the registry books of the City, but such mailing shall not be a condition precedent to such redemption and the failure of any holder to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

A second notice of redemption shall be given within 60 days after the redemption date by the same means as described above, to any registered owner of redeemed Bonds which have not been presented for payment within 30 days after the redemption date. If any of the Bonds are redeemed pursuant to an advance refunding, notice of such advance refunding and redemption shall be given in the same manner and within the same time period with respect to the actual redemption date.

Negotiability, Transfer, Exchange and Registry.

The Bonds shall be negotiable, subject to the following provisions for registration, exchange and transfer. So long as any of the Bonds shall remain outstanding, the City shall maintain and keep, at the corporate trust office of Trustee, who is appointed Bond Registrar, books for the registration and transfer of Bonds. Upon presentation of any Bond for registration and transfer at that office, the City shall register or cause to be registered in those books, and shall permit to be transferred on those books, under such reasonable regulations as it or the Trustee may prescribe, any Bond entitled to registration or transfer.

Each Bond shall be transferable only by the holder of the Bond in person or by the holder's agent duly authorized in writing, upon surrender of the Bond together with a written instrument of transfer satisfactory of the Trustee, duly executed by the holder, or such holder's duly authorized agent. Upon the transfer of any such Bond, the City shall execute (and cause to be

authenticated by the Trustee) and deliver a new Bond or Bonds registered as directed by the instrument of transfer, of the same aggregate principal amount and maturity as the surrendered Bonds. The Bonds may, upon surrender at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or her or his duly authorized agent, be exchanged for an equal aggregate principal amount of Bonds of the same series with a minimum denomination of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000.

The City and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the books of the City as the absolute owner of such Bond, whether such Bond be overdue or not, for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such holder or upon such holder's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

For every transfer or exchange of Bonds, the City or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the City, required to be paid with respect to such transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. No other charge shall be made by the City or the Trustee as a condition precedent to such transfer. The cost of preparing each Bond upon each transfer, and any other expenses of the City or the Trustee incurred in connection with the transfer (except any applicable tax, fee or other governmental charge, other than one imposed by the City), shall be paid by the City. The City and the Trustee shall not be obliged to make any such transfer of Bonds during the fifteen (15) days next preceding an interest payment date on the Bonds or to make any such transfer or exchange in the case of any Bond proposed to be redeemed after the selection by the Trustee of such Bond for redemption.

Global Book-Entry System.

The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered upon the books of the City in the name of Kray & Co., or any successor thereto ("Kray"), as nominee of Midwest Securities Trust Company, and its successors and assigns ("M.S.T.C."). All of the outstanding Bonds shall be registered upon the books of the City in the name of Kray, as nominee of M.S.T.C., except as provided below. The Comptroller is authorized to execute and deliver on behalf of the City such letters to or agreement with M.S.T.C. and the Trustee

as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to as the "Representation Letter").

With respect to Bonds registered upon the books of the City in the name of Kray, as nominee of M.S.T.C., the City and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which M.S.T.C. holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to as an "M.S.T.C. Participant") or to any person on behalf of whom such an M.S.T.C. Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of M.S.T.C., Kray or any M.S.T.C. Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any M.S.T.C. Participant or any other person, other than a registered owner of a Bond as shown upon the books of the City, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any M.S.T.C. Participant or any other person, other than a registered owner of a Bond as shown upon the books of the City, of any amount with respect to principal of, redemption price or interest on the Bonds. The City and the Trustee may treat and consider the person in whose name each Bond is registered upon the books of the City as the holder and absolute owner of such Bond for the purpose of payment of principal, redemption premium and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Trustee shall pay all principal of, redemption premium and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown upon the books of the City, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, redemption premium and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown upon the books of the City, shall receive a Bond certificate evidencing the obligation of the City to make payment of principal, redemption premium and interest with respect to any Bond. (Upon delivery by M.S.T.C. to the Trustee of written notice to the effect that M.S.T.C. has determined to substitute a new nominee in place of Kray, the name "Kray" in this Ordinance shall refer to such new nominee of Midwest.)

In the event that (i) the Comptroller determines that Midwest is incapable of discharging its responsibilities, (ii) the agreement among the City, the Trustee and Midwest evidenced by the Representation Letter shall be terminated for any reason or (iii) the Comptroller determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify Midwest and Midwest Participants of the availability through Midwest of Bond certificates and the Bonds shall no longer be restricted to being registered upon the books of the City in the name of Kray, as nominee of Midwest. At that time, the Comptroller may

determine that the Bonds shall be registered in the name of and deposited with such other depository operating universal book-entry system, as may be acceptable to the Comptroller, or such depository's agent or designee, and if the Comptroller does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names of registered owners of Bonds transferring or exchanging such Bonds shall designate, in accordance with the provisions described above.

Estimated Sources And Uses Of Funds.

The estimated sources and uses of funds (exclusive of accrued interest on the Bonds) are as follows:

Sources of Funds

Proceeds of the Bonds	\$ _____
Interest Earnings	_____
Total Sources:	\$ _____

Uses of Funds

Phase 1 T.I.F. Improvements	\$ _____
Deposit to Capitalized Interest Subaccount	_____
Deposit to Reserve and Redemption Account	_____
Underwriter's Discount	_____
Costs of Issuance	_____
Total Uses:	\$ _____

Projected Debt Service And Debt Service Coverage.

The following table is based on certain information derived from the Consultant's Report attached to this Limited Offering Memorandum as Appendix B and on certain assumptions made by the Underwriter.

Bond Year Ending July 1	Projected Incremental Taxes	Amounts Available In Capitalized Interest Sub-Account	Amounts Available For Debt Service(1)	Principal And Interest Requirements On The Bonds	Projected Debt Service Coverage Ratio
1992					
1993					
1994					
1995					
1996					
1997					
1998					
1999					
2000					
2001					
2002					
2003					
2004					
2005					

(1) Does not include investment earnings in the Reserve and Redemption Account.

Bond Year Ending July 1	Projected Incremental Taxes	Amounts Available In Capitalized Interest Sub-Account	Amounts Available For Debt Service(1)	Principal And Interest Requirements On The Bonds	Projected Debt Service Coverage Ratio
2006					
2007					
2008					
2009					
2010					
2011					

(1) Does not include investment earnings in the Reserve and Redemption Account.

Security For The Bonds.

Pledge of Incremental Property Taxes.

The Bonds are secured by a pledge of all of the moneys on deposit in the Incremental Taxes Fund, and such pledge is irrevocable until the obligations of the City are discharged under the Bond Ordinance. All of the Incremental Taxes and any other revenues from any source whatsoever designated to pay principal of, interest on and premium, if any, on the Bonds shall be set aside as collected and be deposited by the City Treasurer in the Incremental Taxes Fund which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by the Bond Ordinance.

Reserve and Redemption Account.

As described below, the Bond Ordinance establishes a Reserve and Redemption Account within the General Account for the purpose of paying

Principal and Interest Requirement on the Bonds, or any Additional Bonds, for the payment of which other moneys are not otherwise available under the Bond Ordinance.

Funds and Accounts.

General. Pursuant to the Bond Ordinance, a Project Fund and an Expense Fund will be established and maintained by the City Treasurer. In addition, the Bond Ordinance continues the Incremental Taxes Fund established by the City, pursuant to the T.I.F. ordinances. Within the Incremental Taxes Fund, the following accounts will be established: the "Program Expenses Account", the "Principal and Interest Account", the "Reserve and Redemption Account", the "Rebate Account" and the "General Account". Within the Principal and Interest Account, a Capitalized Interest Sub-account will be established. With the exception of the General Account, all of the accounts within the Incremental Taxes Fund will be held by the Trustee.

Application of Bond Proceeds. Accrued interest received by the City upon the sale of the Bonds shall be deposited in the Principal and Capitalized Interest Sub-Account of the Interest Account and be used to pay first interest coming due on the Bonds. Capitalized interest derived from the proceeds of the Bonds in an amount sufficient to pay interest on the Bonds from their date of issuance through and including July 1, 1992, shall also be deposited to the Capitalized Interest Sub-account.

A portion of the proceeds from the sale of the Bonds shall be deposited in the Expense Fund. Amounts in this Fund will be disbursed for payment of expenses incurred in the issuance of the Bonds in accordance with usual City disbursement procedures. Moneys not disbursed from the Expense Fund within six months will be transferred to the Project Fund, and any deficiencies in the Expense Fund will be paid by disbursement from the Project Fund.

An amount equal to [10% of the face amount of the Bonds] [Maximum Annual Debt Service] shall be deposited in the Reserve and Redemption Account.

Bond proceeds remaining after deposits to the Principal and Interest Account and Reserve and Redemption Account of the Incremental Taxes Fund and to the Expense Fund will be deposited in the Project Fund. Amounts in the Project Fund will be used to pay a portion of the Phase 1 T.I.F. Improvements and fees and expenses incidental thereto and will be disbursed in accordance with the provisions of a construction escrow agreement established pursuant to the Redevelopment Agreement.

Application of Incremental Taxes. In accordance with the provisions of the Act and the Bond Ordinance, the Incremental Taxes are to be paid to the City Treasurer and then deposited into the Incremental Taxes Fund. As moneys are deposited by the City Treasurer into the Incremental Taxes Fund, they shall be credited as follows:

The Program Expenses Account. The Trustee shall first credit to and shall deposit into the Program Expenses Account an amount of Incremental Taxes sufficient to pay Program Expenses for the current Bond Year.

Principal and Interest Account. The Trustee shall next transfer the balance of the Incremental Taxes into the Principal and Interest Account and shall deposit an amount sufficient to pay the Principal and Interest Requirements for the current Bond Year. Except as provided below, such moneys shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds and any Additional Bonds as the same become due. Accrued and capitalized interest received upon the sale of the Bonds deposited in the Capitalized Interest Sub-account within the Principal and Interest Account shall be used to pay interest coming due on the Bonds prior to applying any other moneys for that purpose.

On or before sixty days prior to each principal payment date on the Bonds or any Additional Bonds, the Trustee shall determine (i) the amount of Incremental Taxes, together with investment earnings on the Incremental Taxes, to the credit of the Principal and Interest Account and (ii) the amount of proceeds of the Bonds or any Additional Bonds, if applicable, together with investment earnings on those proceeds, to the credit of the Capitalized Interest Sub-account. Monies to the credit of the Capitalized Interest Sub-account shall be deemed the first monies available to pay interest on the Bonds and on the Additional Bonds, as applicable, and shall be applied by the Trustee to interest coming due on the Bonds and on the Additional Bonds, as applicable. The Trustee shall determine the remaining amount necessary to pay principal, interest, and redemption premium and expenses, if any, on such principal payment date, which remaining amount shall be paid from the Principal and Interest Account.

Funds to the credit of the Principal and Interest Account in excess of such necessary amount shall first be transferred by the Trustee to the Reserve and Redemption Account and shall next be paid by the Trustee to and credited by the City Treasurer to the General Account. Any surplus funds remaining to the credit of the Capitalized Interest Sub-account after all capitalized interest has been paid shall be deposited in the Principal and Interest Account to be applied to the payment of interest on the Bonds or any Additional Bonds on the next interest payment date.

Reserve and Redemption Account. The Trustee shall next transfer the balance of the Incremental Taxes into the Reserve and Redemption Account until such account aggregates the Debt Service Reserve Requirement. Thereafter no such payments shall be made into that Account, except that when any money is paid out of that Account payments shall be resumed and continued until that Account has been restored to an aggregate amount equal to the Debt Service Reserve Requirement. The Trustee shall value the investments in the Reserve and Redemption Account, on the basis of market value, on each date that Incremental Taxes are deposited with the Trustee.

Moneys on deposit in the Reserve and Redemption Account shall be transferred to the Principal and Interest Account as may be necessary from time to time to prevent or remedy a default in the payment of interest or premium, if any, on or principal of the Bonds or any Additional Bonds. Moneys on deposit in the Reserve and Redemption Account may also be used by the Trustee to redeem any Bonds or redeem any Additional Bonds. See "Additional Bonds" below for a discussion of the establishment and funding of the debt service reserve requirement which will be required in connection with the issuance of Additional Bonds.

The General Account. The balance of the Incremental Taxes, remaining after crediting the required amounts to the respective accounts provided for above, shall be credited to the General Account. Moneys on deposit in the General Account shall be transferred by the City Treasurer first, if necessary, to remedy any deficiencies in any account in the Incremental Taxes Fund, including the Rebate Account; second, for the purpose of crediting the amounts to the respective accounts established under any indenture with respect to any Junior Lien Bonds; and, then for one or more of the following purposes without any order or priority:

- (i) for the purpose of paying any Project Costs;
- (ii) for the purpose of redeeming Bonds or Additional Bonds;
- (iii) for the purpose of purchasing Bonds or Additional Bonds at a Price not in excess of par and accrued interest and applicable redemption premium to the date of purchase;
- (iv) for the purpose of distribution of such funds to the taxing districts or municipal corporations having the power to tax real property in the Project Area in accordance with the Act.

Pursuant to the Redevelopment Agreement, the City and the Developer have agreed that amounts on deposit in the General Account shall first be used to pay Project Costs, including to reimburse the Developer for any Project Costs expended from his own funds.

Rebate Account. There shall be deposited into the Rebate Account investment earnings in the Principal and Interest Account and the Reserve and Redemption Account to the extent required so as to maintain the status of the interest on the Bonds as excludible from the "gross income" of their owners for federal income tax purposes. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Account. Amounts on deposit in the Rebate Account are not pledged to the payment of the Bonds or any Additional Bonds.

Investments. The moneys on deposit in the Incremental Taxes Fund and the various accounts in the Incremental Taxes Fund may be invested from time to time in Qualified Investments pursuant to directions from the City to the Trustee (or by the City directly if in the General Account). Any such investments may be sold from time to time by the City as moneys may be needed for the purposes for which the Incremental Taxes Fund and such accounts have been created. In addition, the Trustee and the City Treasurer shall sell such investments when necessary to remedy any deficiency in the Incremental Taxes Fund or such accounts created in the Incremental Taxes Fund. Any earnings on such investments in the Reserve and Redemption Account shall first be attributed to the Rebate Account to the extent required, next be credited to and held in the Reserve and Redemption Account so long as the balance therein is less than the Debt Service Reserve Requirement, and next be transferred to the Incremental Taxes Fund. All other investment earnings shall be attributed to the account within the Incremental Taxes Fund for which the investment was made.

Additional Bonds.

Subject to compliance with the conditions described below, the City may issue Additional Bonds for the purposes authorized in the Redevelopment Plan, and any such Additional Bonds will share ratably and equally with the Bonds in the Incremental Taxes and the funds and accounts established by the Bond Ordinance. Additional Bonds shall not have any terms creating a preference or priority of any series of Additional Bonds over the Bonds or any other series of Additional Bonds; provided, however, that the City may provide for the establishment of separate sub-accounts within the Reserve and Redemption Account relating to a particular series of Additional Bonds. The creation of such separate sub-accounts shall not create a preference of one series of Additional Bonds over the Bonds or any other series of Additional Bonds, even if amounts on deposit in any such sub-accounts shall secure only the series of Additional Bonds with respect to which such sub-account is established.

No Additional Bonds may be issued unless all of the following conditions have been met:

(a) All payments required to be made by the City into the Program Expenses Account, the Principal and Interest Accounts, and the Reserve and Redemption Account shall have been made.

(b) A debt service reserve requirement for the Additional Bonds, calculated and established on the same basis as the Debt Service Reserve Requirements for the Bonds, shall be established. The City may, but is not required to, establish a separate sub-account within the Revenue and Redemption Account of the Incremental Taxes Fund relating to such series of Additional Bonds and may, but is not required to, authorize the deposit with the Trustee of a reserve fund credit instrument (including, but not limited to, a surety bond or a letter of credit) to meet the debt service reserve requirement for such Additional Bonds. Any supplemental ordinance authorizing the issuance of Additional Bonds must provide that the debt service reserve requirement with respect to the Additional Bonds be funded at the time of the issuance with the proceeds of such Additional Bonds in an amount which is the lesser of (i) the debt service reserve requirement of such Additional Bonds, or (ii) the maximum amount permissible under the Code as then in effect (unless provision is made in such supplemental ordinance for the debt service reserve requirement to be satisfied a reserve fund credit instrument).

(c) Either (i) the aggregate amount of Incremental Taxes deposited in the Incremental Taxes Fund in the Bond Year immediately preceding the Bond Year during which any ordinance authorizing the issuance of Additional Bonds shall be adopted shall have been equal to at least 120% of Maximum Annual Debt Service calculated for the then current and all succeeding Bond Years on all Bonds and Additional Bonds then outstanding and the Additional Bonds then proposed to be issued, or (ii) the aggregate amount of Incremental Taxes deposited in the Incremental Taxes Fund in the Bond Year immediately preceding the Bond Year during which any ordinance authorizing the issuance of Additional Bonds shall be adopted shall have been equal to at least 105% of Maximum Annual Debt Service calculated for the then current and all succeeding Bond Years on all Bonds and Additional Bonds then outstanding and the Additional Bonds then proposed to be issued; and the City shall have received a report of a nationally recognized Independent Consultant, knowledgeable as to urban redevelopment, tax increment allocation financing and municipal finance, which includes the information and conclusions as follows:

1. A description of the purposes for which such Additional Bonds are to be issued; and

2. A statement that, in such Independent Consultant's opinion, based upon his or her review of executed redevelopment agreements and such other documents as he or she reasonably deems pertinent, Incremental Taxes to be generated will be equal to at least 150% of Maximum Annual Debt Service calculated for all succeeding Bond Years on the Bonds and any Additional Bonds then outstanding and the Additional Bonds proposed to be issued.

Notwithstanding the foregoing restrictions, the City may refund part or all of the Bonds or any Additional Bonds then outstanding, if the Principal and Interest Requirements are not increased for the then current Bond Year or any succeeding Bond Year on all Bonds and Additional Bonds then outstanding, taking into account the Additional Bonds then proposed to be issued. Any Additional Bonds issued in such a refunding will share ratably and equally in the Incremental Taxes with the portion, if any, of the Bonds and Additional Bonds which are not refunded.

(d) Any Additional Bonds shall be payable as to principal on January 1 and as to interest on January 1 and/or July 1 in each year in which principal and interest come due.

Limited Obligation. The Bonds, together with the interest and premium, if any, thereon, are limited obligations of the City, payable solely from the collection of the Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts provided for in the Bond Ordinance. No holder of any Bond will have the right to compel the exercise of any taxing power of the City for payment of principal thereof or interest or premium, if any, thereon. The Bonds Do Not Constitute An Indebtedness Of The City Or A Loan Of Credit Thereof Within The Meaning Of Any Statutory Or Constitutional Provision.

The Bond Ordinance.

The following summary of the Bond Ordinance does not purport to be comprehensive or definitive and is qualified in its entirety by reference to such document, copies of which are available for review prior to the issuance and delivery of the Bonds at the office of the Underwriter and thereafter at the office of the Trustee.

Trustee.

The Bond Ordinance provides for the appointment of the Trustee and sets forth the duties and responsibilities of the Trustee. There is no separate trust indenture.

General Covenants.

Under the Bond Ordinance, the City covenants as follows:

Payment of Bonds. The City will cause to be paid from the Incremental Taxes Fund the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and the Bond Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

Discharge of Liens. The City will pay and discharge, or cause to be paid and discharged, from the Incremental Taxes Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Incremental Taxes, or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds; provided, however, nothing contained in the Bond Ordinance will require the City to make any such payment so long as the City in good faith is contesting the validity of such claims.

Maintenance of Books and Records; Financial Statements. The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries will be made of all transactions relating to the Bonds and to the Incremental Taxes. Such books of record and accounts, and certain reports provided by Developer to the City relating to the Project (See "Summary of the Redevelopment Agreement" herein), will at all times during business hours be subject to the inspection of the holders of not less than ten percent (10%) of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.

The City will prepare or cause the preparation of, within one hundred eighty (180) days after the close of each fiscal year of the City so long as any of the Bonds are outstanding, complete financial statements with respect to the preceding fiscal year showing the Incremental Taxes received, all disbursements from the funds and accounts created by the Bond Ordinance, including the balances in all funds and accounts related to the Bonds as of the end of such fiscal year, which statements shall be accompanied by a certificate or opinion in writing of an independent

certified public accountant. The City will furnish a copy of such statements to any Bondholder upon written request.

Defense of Claims. The City will preserve and protect the security of the Bonds and the rights of the Bondholders, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds will be incontestable by the City.

Further Actions. The City will execute and deliver any and all such further instruments and assurances, as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, the Bond Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in the Bond Ordinance.

Arbitrage.

The City certifies and covenants with the purchasers and owners of the Bonds and any Additional Bonds that, so long as any of the Bonds or Additional Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be "Arbitrage Bonds" within the meaning of Section 148(a) of the Code and any lawful regulations promulgated or proposed thereunder.

Events of Default and Remedies.

Each of the following constitutes an Event of Default pursuant to the Bond Ordinance:

(a) default in the payment of the principal of or redemption premium, if any, on any Bond or any Additional Bond when the same becomes due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) default in the payment of any installment of interest on any Bond or any Additional Bond when and as such installment of interest becomes due and payable; or

(c) default by the City in the performance of any obligation in respect of the Reserve and Redemption Account and such default shall continue for 30 days thereafter; or

(d) the City (i) commences a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, (ii) makes an assignment for the benefit of its creditors, (iii) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (iv) is adjudicated as bankrupt or has entered against it any order for relief in respect of an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law and such order continues in effect for a period of 60 days without stay or vacation; or

(e) a court of competent jurisdiction enters an order, judgment or decree appointing a receiver of the City, or of the whole or any substantial part of its property, or approves a petition seeking reorganization of the City under the federal bankruptcy laws or any other applicable federal or state law or statute and such order, judgment or decree is not vacated or set aside or stayed within 60 days from the date of the entry thereof; or

(f) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction assumes custody or control of the City or of the whole or any substantial part of its property, and such custody or control is not terminated or stayed within 60 days from the date of assumption of such custody or control; or

(g) the City defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in the Bond Ordinance on the part of the City to be performed, and such default continues for 30 days after written notice specifying such default and requiring the same to be remedied has been given to the City by the Trustee (which may give such notice whenever it determines that such a default is subsisting and gives such notice at the written request of the holders of not less than a majority in principal amount of the Bonds then outstanding).

Upon the occurrence of an Event of Default under the Bond Ordinance, the Trustee may, and upon the written request of the holders of a majority in principal amount of the Bonds affected by the Event of Default and then outstanding shall, proceed to protect and enforce its rights and the rights of the holders of the Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained in the Bond Ordinance or in aid or execution of any power granted in the Bond Ordinance or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, deems most effectual to protect and enforce such rights.

Supplemental Ordinances.

Without the consent of, or notice to, any of the registered owners of the Bonds or any Additional Bonds, the City may pass and the Trustee may accept an ordinance or ordinances supplemental to the Bond Ordinance for any one or more of the following purposes:

(a) to add to the covenants and agreements of the City in the Bond Ordinance, to add other covenants and agreements to be observed or to surrender, restrict or limit any right or power reserved to or conferred upon the City;

(b) to make provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Bond Ordinance, or in regard to matters or questions arising under the Bond Ordinance, as the City may deem necessary or desirable and not inconsistent with the Bond Ordinance and which in the opinion of the Trustee will not adversely affect the interests of the registered owners of the Bonds;

(c) to designate one or more bond registrars or paying agents;

(d) to comply with the provisions of the Bond Ordinance pertaining to termination of the City's liability when money and the Government Securities sufficient to provide for the retirement of Bonds have been deposited with the Trustee (see "Discharge of the Bond Ordinance");

(e) as to Bonds which are authorized but unissued (i) to change the amount of Bonds authorized, or (ii) to change in any way the terms upon which Bonds may be issued or secured; and

(f) to provide for the issuance of Additional Bonds.

In addition to supplemental ordinances for the purposes described above, upon the consent of the registered owners of not less than a majority in aggregate principal amount of the Bonds then outstanding, the City may pass and the Trustee may accept any other supplemental ordinance or ordinances for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Bond Ordinance or of any supplemental ordinance; provided, however, that no such modification or amendment may (i) extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, on any Bond without the express consent of the registered owner of such Bond, or (ii) permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, reduce the percentage of Bonds required for affirmative vote or written

consent to an amendment or modification, or deprive the registered owners of the Bonds of the right to payment of the Bonds from the Incremental Taxes without the consent of the owners of all Bonds then outstanding.

Compensation of the Trustee.

Reasonable compensation for all services rendered by the Trustee under the Bond Ordinance and reimbursement to the Trustee for all ordinary and extraordinary expenses, disbursements and advances incurred or made by the Trustee, in accordance with any of the provisions of the Bond Ordinance, shall be provided from amounts on deposit in the Expense Fund and in the Program Expenses Account of the Incremental Taxes Fund. See "Security for the Bonds -- Funds and Accounts" herein.

Qualification of the Trustee.

The Trustee, and any successor trustee, shall be a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$100,000,000.

Resignation or Removal of Trustee and Appointment of Successor.

The Trustee may at any time resign by giving written notice to the City and by giving notice to the Bondholders by publication at least once in a financial newspaper or journal printed in the English language and customarily published on each business day and of general circulation among dealers in municipal securities in the City of New York, New York, and by first class mail to the names and addresses shown on the bond register. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee. If no successor Trustee shall have been so appointed within 30 days after the publication of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide holder of a Bond or Bonds for at least six months may, on behalf of himself or herself and all others similarly situated, petition any such court for the appointment of a successor Trustee.

The holders of a majority in aggregate principal amount of all the Bonds at the time outstanding may at any time remove the Trustee and appoint a successor Trustee by an instrument or concurrent instruments in writing signed by such Bondholders. The City, subject to the approval of the holders of a majority in aggregate principal amount of all the Bonds at the time

outstanding, may at any time remove the Trustee and appoint a successor Trustee by an instrument in writing signed by the City and accompanied by an instrument or concurrent instruments in writing signed by such Bondholders approving such removal and appointment.

Discharge of the Bond Ordinance.

If the City (a) pays or causes to be paid to the registered owners of the Bonds and any Additional Bonds, the principal, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein and in the Bond Ordinance, (b) pays or causes to be paid all fees and expenses of the Trustee, the bond registrar and the paying agent and (c) the City performs all of its covenants in the Bonds and in the Bond Ordinance, then the Bond Ordinance and the rights granted thereby will terminate.

Bonds and any Additional Bonds will be deemed to have been paid within the meaning of the Bond Ordinance when sufficient moneys or sufficient Government Securities have been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds); provided, however, that if such Bonds are to be redeemed prior to maturity, notice of redemption has been given as provided in the Bond Ordinance or arrangements satisfactory to the Trustee have been made for the giving thereof.

Real Property Assessment, Tax Levy And Collection Procedures.

Assessment.

The Cook County Assessor (the "Assessor") is responsible for the establishment of the assessed value of all taxable real property within the County (except for certain railroad property used for transportation purposes). One third of the County is regularly reassessed each year on a recurring triennial schedule established by the Cook County Board.

Property in the County is separated into various classifications for assessment purposes. After the Assessor establishes the fair market value of a parcel of land, that value is multiplied by the appropriate classification percentage to arrive at the assessed valuation for the parcel. The classification percentages generally applicable to property within the County are:

Property Type	Rate Of Assessment
Vacant, Improved	22%
Owner-occupied residential	16%
Apartment buildings of more than six units (excluding condominiums)	33%
Commercial	38%
Industrial	36%

In addition, to encourage economic development and job opportunity, the County has established a property tax incentive program which reduces assessment levels on certain industrial and commercial facilities, the amount of the reduction determined either by use or location or a combination of use and location. Incentive assessments are approved by the Assessor on a parcel-by-parcel basis after application by the property owners, generally in conjunction with the municipality in which the property is located.

[Insert regarding homestead exemptions]

The Assessor has established procedures enabling taxpayers to contest assessed valuation. Taxpayers can also petition for review of their assessments by the Cook County Board of Appeals. In addition, limited judicial review of assessments is available during the collection process when the County Collector presents an application for judgment and order of sale (as described below) to the Circuit Court for judgment.

[Insert regarding one-year freeze on assessments],

Equalization.

After the Assessor has established the assessed valuation for each parcel for a given year, and following any revisions by the Cook County Board of Appeals, the Illinois Department of Revenue ("D.O.R.") is required by statute to equalize the assessed valuations. D.O.R. establishes an equalization factor, commonly called the "multiplier", for each county, to make all valuation uniform among the 102 counties in the State. Under Illinois law, the aggregate of the assessments within each county is to be

equalized at $33\frac{1}{3}\%$ of the estimated fair cash value of the real property located within the county prior to any applicable exemptions.

The following table sets forth the equalization factor for the last five (5) years:

Tax Year	Equalization Factor
1990	
1989	1.9133
1988	1.9266
1987	1.8916
1986	1.8486

Once the equalization factor is established, the assessed valuations are multiplied by the equalization factor to determine equalized assessed valuations. The equalized assessed valuations are the final property valuations used for determination of tax liability, subject only to certain limited exemptions applicable to residential real estate. The aggregate equalized assessed valuation for all parcels in taxing body's jurisdiction, plus the valuation of certain railroad property assessed directly by the State, as described above, constitutes the total real estate tax base for that taxing body and is the figure used to calculate tax rates.

Railroad Property.

D.O.R. is responsible for calculating the equalized assessed value of all railroad property which is used for transportation purposes. This calculation is made annually for the railroad property of every railroad company. D.O.R. first determines the fair cash value of railroad property in accordance with criteria prescribed by state statute, and then multiplies this value by $33\frac{1}{3}\%$. D.O.R. then multiplies this amount by a factor which is the statewide average of the equalized assessed value of locally assessed property to $33\frac{1}{3}\%$ of the fair cash value of such property.

D.O.R. then allocates this equalized assessed value to all taxing districts in the State in which such railroad property is located, in accordance with a statutory formula. These allocations are certified by the county clerks of the respective counties who then extend taxes against such values in the same manner as taxes are extended against all local assessed property.

Tax Levy.

There are over six hundred units of local government in whole or in part in the County having taxing powers. The major units of local government having taxing power over property within the City, and the Project Area, are the City, the Chicago Park District, the Chicago Board of Education, the Chicago School Finance Authority, Community College District No. 508, the Metropolitan Water Reclamation District of Greater Chicago (formerly the Metropolitan Sanitary District of Greater Chicago), the County and the Forest Preserve District of Cook County.

As part of the annual budgetary process of the units of local government, ordinances are adopted by the designated body for each unit in each year in which they determine to levy real estate taxes. These tax levy ordinances impose their respective real estate taxes in terms of a dollar amount.

Each unit of local government certifies its real estate tax levy, as established by ordinance, to the County Clerk's Office. The remaining administration and collection of the real estate taxes is statutorily assigned to the County Clerk and the County Treasurer, who is also the County Collector (the "County Collector").

After the units of local government file their annual tax levies, the County Clerk computes the annual tax rate for each unit by dividing the levy of each unit by the equalized assessed valuation of the respective unit. If any tax rate thus calculated exceeds any applicable statutory rate limit, the County Clerk disregards the excessive levy and applies the maximum rate permitted by law.

The County Clerk then computes the total tax rate applicable to each parcel of real property by aggregating the tax rates for all the units having jurisdiction over that particular parcel. The County Clerk enters the tax determined by multiplying that total tax rate by the equalized assessed valuation of that parcel in the warrant books prepared for the County Collector, along with the tax rates, the assessed valuation and the equalized assessed valuation. The warrant books are the Collectors authority for the collection of taxes and are used by the County Collector as the basis for issuing tax bills to all property owners.

Under the Illinois Truth In Taxation Act, notice in prescribed form must be published if the aggregate annual levy (exclusive of debt service levies and election costs) is estimated to exceed 105% of the levy of the preceding year, exclusive of election costs and of debt service levies. A public hearing must also be held on the adoption of the annual levy. No amount in excess of 105% of the preceding year's levy may be extended unless the levy is accompanied by certification of compliance with the foregoing procedures.

Special Service Area Taxes.

As a home rule unit of local government, the City is empowered under Section 6 of Article VII of the 1970 Constitution of the State of Illinois and Chapter 120, Section 1301 et seq. of the Ill. Rev Stat. (1989) to establish special service tax areas within its boundaries in which additional taxes may be levied to provide for special services or for the payment or debt incurred in connection with the provision of such special services. The City has established a special service tax area that encompasses the portions of the Project Area to provide a portion of the funds necessary for planning, design, engineering, construction and acquisition of a Central Area Circulator transit system. No taxes have yet been levied and no Bonds have yet been issued to provide for such special services. In no event will any property tax revenue from this special service area be available for Principal and Interest Requirements on the Bonds or any Additional Bonds.

Collection.

Property taxes are collected by the County Collector, who remits to each unit of local government its share of the collections. Taxes levied in one year become payable during the following year in two installments, the first due on March 1 and the second on the later of August 1 or 30 days after the mailing of the tax bills. The first installment is an estimated bill equal to one-half of the prior year's tax bill. The second installment is based on the current levy, assessment and equalization, and reflects any changes from the prior year in those factors. Taxes on railroad property used for transportation purposes are payable in one lump sum of the same date as the second installment.

During the periods of peak collections, tax receipts are forwarded to each unit of local government approximately twice each week. Upon receipt of taxes from the County Collector, the City Treasurer immediately credits the taxes received to the funds for which they were levied.

Generally, real estate tax increments are received and deposited into special tax allocation funds, such as the Incremental Taxes Fund, in the October following the year of levy; i.e., 1991 real estate tax increments, resulting from 1991 tax levies against 1991 equalized assessed valuation, will be collected and deposited into special tax allocation funds, such as the Incremental Taxes Fund, in October, 1992.

Tax Collection Enforcement Procedures.

The Illinois Revenue Act (the "Revenue Act") grants first Lien status to taxes on real property, together with all penalties, interest and costs accruing thereon. This makes the tax Lien superior to other liens and encumbrances, from and including the first day of January in the year in which the taxes are levied. This real estate tax lien remains in effect until the taxes are fully paid.

In the event of a delinquency in the payment of real estate taxes, the Revenue Act authorizes procedures for the satisfaction of the tax lien. The County Collector is required to transcribe into a record a list of delinquent lands and lots, known as the tax judgment, sale, redemption and forfeiture record. The County Collector presents an application for judgment and order or sale, including this record, to the Circuit Court. The Court enters a judgment ordering the County Collector to sell the lien of real estate taxes on those parcels found to be delinquent and in which no objections to the taxes are pending. Upon entry of the judgment, and provided the delinquent taxes are not subsequently paid by the taxpayer, the County Collector conducts an annual tax sale. Successful purchasers at the tax sale pay the amount of the delinquent taxes, interest, penalties and fees incurred in this process. Upon full payment of this amount, the purchaser receives a certificate of purchase, and the lien for all delinquent taxes is shifted to the certificate holder. The certificate of purchase represents a lien which may, in the absence of the delinquent taxpayer's exercise of its right of redemption, entitle the holder to a tax deed and legal title to the parcel of real estate. Although redemption periods vary with the type of property involved and the procedure by which the certificate of purchase is obtained, the usual redemption period is two years from the date of the tax sale.

If the tax lien on a parcel is not purchased at the annual tax sale, the lien of taxes remains in favor of the County and penalties continue to accrue on the delinquent taxes. If the taxes on such parcel remain unpaid, the County may employ further statutory enforcement procedures to satisfy the original judgment and order of sale. Tax forfeiture sales, scavenger sales and foreclosure sales are devices enabling the County to realize some or all of the amount of the tax lien. Purchasers at these sales receive certificates of purchase and generally acquire the same rights as any other certificate of purchase holders, subject to different interest schedules and, in certain instances, a shorter redemption period. In addition to these sales devices, the County Board, by direction to the state's attorney, may sue to recover the taxes from the person or entity who owned the property on the date the tax lien arose. The Revenue Act establishes personal liability for the payment of real estate taxes on January 1 of the year in which the delinquent taxes were first levied.

Valuation Of Property Within The Project Area.

On November 28, 1990, the County Clerk certified the initial equalized assessed valuation for the Project Area as \$6,996,776. This initial equalized assessed valuation reflected the classification of significant portions of the Property as railroad and tax-exempt for property assessment purposes. In addition, this initial equalized assessed value did not include any value for the air rights parcels which comprise a significant portion of the Property. It is anticipated that the Property, including the air rights parcels, will be reclassified as vacant land and reassessed by the Assessor in _____, 1991.

For purposes of projecting the Incremental Taxes available to pay debt service on the Bonds and the debt service coverage for the Bonds (See "Projected Debt Service and Debt Service Coverage"), estimates of real estate tax increment are based solely on this reclassification and reassessment of the Property. For purposes of these projections, no development of the Private Improvements on the Property is assumed.

Consultant's Report.

The City has received from the consulting firm of Trkla, Pettigrew, Allen & Payne (the "Consultant"), the report attached to this Limited Offering Memorandum as an Appendix B. The report documents the Consultant's estimates of the Incremental Taxes to be available for payment of principal and interest on the Bonds, as well as a number of limiting conditions on those estimates. [Describe arrangements for compensation of consultant.]

The Redevelopment Agreement.

The following is a summary of certain provisions of the Redevelopment Agreement, a copy of which may be obtained from the Underwriter upon request.

Phase 1 T.I.F. Improvements.

The City hereby authorizes the Developer to cause the Phase 1 T.I.F. Improvements to be carried out in accordance with the Central Station Guidelines, the Central Station Plan for Development, the Master Plan and plans and specifications approved by the City. If the costs of the Phase 1 T.I.F. Improvements undertaken by the Developer are in excess of the amounts specifically allocated for such improvements as set forth in the

Redevelopment Agreement, the Developer shall be fully responsible for and shall hold the City harmless from all costs and expenses of completing the Phase 1 T.I.F. Improvements. The Developer shall be entitled to modify and reallocate the costs of the Phase 1 T.I.F. Improvements in accordance with the provisions of the Redevelopment Agreement during the course of construction and promptly notify the City in writing of such modifications. If the Developer fails to complete the Phase 1 T.I.F. Improvements in accordance with the provisions of the Redevelopment Agreement, the City shall have the right (but not obligation) to complete or cause to be completed said improvements and to pay for the costs of the Phase 1 T.I.F. Improvements out of the Series 1991A, T.I.F. Bond proceeds, as appropriate.

Subsequent Phases.

The City may issue Bonds not to exceed \$40,000,000 in the aggregate, corresponding to the total phases of the Project. Bond sizing for subsequent phases shall be solely in the City's discretion.

Agreement Not To Contest Taxes.

Neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer shall for any year that the Redevelopment Plan is in effect, directly or indirectly, initiate, apply for, or seek to lower the assessed values below the amount of _____ (the "Minimum Assessed Value") except that the Developer shall be entitled to apply for Class 7 property tax incentives on a case-by-case basis for all portions of the Property other than the Property subject to the Master Plan.

Neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer shall for any year that the Redevelopment Plan is in effect, apply for, seek, or authorize any exemption, except for homestead exemptions, to the extent available, on residential property.

Neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer shall, for any year that the Redevelopment Plan is in effect object to or in any way to seek to prevent, on procedural or any other grounds, the filing of any underassessment complaint with, and full participation in all related proceeding before, the Cook County Assessor or the Cook County Board of Appeals, by either the City or by any taxpayer.

Neither the City nor the Developer shall consent to or support any application for any Class 6A, 6B, 8 or other property tax incentives or rebates in connection with the Property or the Redevelopment Project in the Project Area.

The agreements of the Developer described under this caption shall be covenants running with the land, binding to the fullest extent permitted by law and equity for the benefit of and in favor of, and enforceable by the City.

Certain Obligations of the Developer.

Insurance. The Developer shall cause the Property to be insured in such amounts and against such risks and hazards as the City may from time to time reasonably require, and the Developer shall pay all premiums in respect thereto as the same become due. Proceeds of any such insurance will not be available to pay Principal and Interest Requirements on the Bonds.

Financial Reports. The Developer shall deliver to the City, within one hundred twenty (120) days after the end of each fiscal year of the Developer, a balance sheet certified by the Developer and reports prepared by the Developer certifying operating income and receipts, operating expenses and net annual cash flow resulting from the operation of the Project.

The Developer shall also provide the City with monthly progress reports detailing the status of construction of the Project.

Transfers and Encumbrances.

Condemnation and Eminent Domain.

Any and all awards made for the taking, through the exercise of condemnation or eminent domain, of all or any part of the Property, whether temporarily or permanently, shall be divided and utilized in the following manner. The Developer shall be entitled to recover from such award its basis in the Property taken together with the Developer's cost of the Private Improvements and any and all resulting damage to the remainder of the Property, if any. After deducting these items from the award, the City shall deposit the net proceeds in the Principal and Interest Account of the Incremental Taxes Fund, to be applied as provided for in the Bond Ordinance.

Bondholder's Risks.

The following is a summary of some of the risks that may be involved in a purchase of the Bonds. The list does not purport to be a complete statement of all possible risks, and prospective investors are encouraged to make their own assessment of the risks.

Limited Source of Payment.

The Bonds Do Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Holder Of The Bonds Will Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of The Principal Of, Or Interest Or Premium, If Any, On The Bonds.

Real Estate Assessment and Tax Collection Risks.

The sufficiency and availability of Incremental Taxes to provide for payment of the Bonds could be adversely affected by a number of factors, including without limitation, (a) failure of the Assessor to reclassify and reassess the Property as described under "Valuation of Property Within the Project Area"; (b) future changes in existing assessment and tax collection practices by the State of Illinois and the Assessor; (c) delinquency in the payment of taxes by taxpayers in the Project Area; and (d) increases in assessed valuation in property outside the Project Area which could result in lower tax levies on property within the Project Area.

Currently, the Developer is the only taxpayer for the Property, which comprises substantially all of the Project Area. To the extent that the Developer is unwilling or unable to pay its tax bills in a timely manner, there would be a significant impact on the City's ability to meet its debt service obligations on the Bonds in a timely fashion. Consequently, the financial ability of the Developer to pay its taxes should be considered by potential purchasers of the Bonds. Certain information concerning the Developer is set forth under "The Redevelopment Project" and a description of the remedies of the City in the event of nonpayment of taxes is contained in the section entitled "Real Property Assessment, Tax Levy and Collection Procedures". No assurance can be given that the County, on behalf of City, will be able to collect the taxes levied or that such collections, if made, will be made in a timely fashion. For additional information, see "The Redevelopment Agreement -- Agreement Not to Contest Taxes".

Risk Relating to Real Estate Development.

Development of the Private Improvements is likely to generate Incremental Taxes which could be used to pay debt service on the Bonds. However, this development will be subject to a variety of risks relating to the development of real estate, many of which may be beyond the City's and the Developer's control. Risk factors include, without limitation, unforeseen delays, competition from other industrial and commercial developments, suitability of the Private Improvements for the local market, casualty losses, whether or not covered by insurance, and various local, regional and national economic factors, such as unemployment and interest costs. No development of the Private Improvements is assumed for purposes of projecting amounts available to pay debt service on the Bonds.

No Public Market for the Bonds.

No public market is expected to exist for the Bonds, and the Bonds will not be listed on any exchange. Furthermore, neither the Underwriter nor any other person is obligated to make a secondary market in the Bonds or to take any action to maintain the prices thereof. Accordingly, purchasers of the Bonds should be prepared to hold their Bonds to the stated maturity date and not expect to be able to readily liquidate their investment.

Limited Remedies.

The practical realization of any remedies in connection with the Bond Ordinance and the Bonds are in many respects dependent upon judicial or administrative actions, which are often subject to discretion and delay. Under existing constitutional, statutory and judicial law, any such remedies may not be readily available or may be limited. A court may decide not to order the specific performance of covenants contained in such documents. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, moratorium, reorganization or other laws of general application affecting the enforcement of creditor's rights and by equitable principles.

Underwriting.

Dean Witter Reynolds, Inc., the Underwriter, has agreed, subject to certain conditions, to make a best efforts underwriting in connection with the purchase and sale of the Bonds.

The Bonds are being offered only to sophisticated investors. In connection with the purchase of the Bonds, each purchaser will be required to deliver an investment letter substantially in the form of Appendix D.

Legal Matters.

The Bonds will be offered for sale subject to the approval of legality by Schiff Hardin & Waite and Carney & Brothers, Ltd., Chicago, Illinois, Co-Bond Counsel. Certain legal matters will be passed upon for the City by its Corporation Counsel; and for the Underwriter, by Mayer, Brown & Platt and Armendariz & Magdziarz, Chicago, Illinois. In addition, appropriate certificates in connection with such matters and matters affecting the tax exempt status of the Bonds will be obtained from the City.

Tax Exemption.

In the opinions of Co-Bond Counsel, interest on the Series 1991A Bonds under present law is not included in "gross income" for federal income tax purposes, and thus is exempt from federal income taxes based on gross income. This opinion is subject to compliance by the City with its covenant described below.

Certain requirements must be met in order for the interest on the Series 1991A Bonds to be not included in gross income for federal income tax purposes. These requirements relate to the use and investment of various proceeds and funds of the City in connection with the Series 1991A Bonds and the use of property financed by the Series 1991A Bonds. The City has covenanted to comply with all of these requirements. If the City were to fail to comply with these requirements, interest on the Series 1991A Bonds could become included in gross income for federal income tax purposes retroactively to the date the Series 1991A Bonds are issued.

Co-Bond Counsel are also of the opinion that interest on the Series 1991A Bonds is not an item of tax preference for purposes of computation of the alternative minimum tax for individuals or corporations. Interest on the Series 1991A Bonds is, however, included in "book income" and "earnings and profits" of certain corporations and this may be taken into account in calculation of the alternative minimum tax for those corporations. Interest on the Series 1991A Bonds may also be taken into account in calculating federal income taxes based in whole or in part on "book income" or "earnings and profits" for certain corporations, such as the branch profits tax and the environmental tax.

Ownership of the Series 1991A Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation,

certain institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the Series 1991A Bonds should consult their tax advisor as to applicability of any of those collateral consequences.

No Rating.

The Bonds have no rating. No rating has been applied for or is required.

[Appendix "A" referred to in this Limited Offering
Memorandum on file and available for public
inspection in the Office of the City Clerk.]

Exhibit "C".

Central Station Redevelopment Agreement

Dated As Of _____, 1991,

By And Among

The City Of Chicago

And

Central Station Development Corporation

And

Chicago Title And Trust Company
As Trustee Under Trust Agreements
Numbered 1093252 And 1080000

And

Central Station Limited Partnership

And

1304 South Indiana Avenue Limited Partnership.

This Agreement is made as of this _____ day of _____, 1991 by and among the City of Chicago, Illinois, an Illinois municipal corporation (the "City") through its Department of Planning (the "D.O.P."), and Chicago Title and Trust Company of Chicago, not personally but as trustee (the "Trustee") under a Trust Agreement dated June 27, 1989 and known as Trust No. 1093252 whose sole beneficial owner is 1304 South Indiana Avenue Limited Partnership, an Illinois limited partnership ("Indiana") and Chicago Title and Trust Company of Chicago, not personally but as Trustee under a Trust Agreement dated March 1, 1990 and known as Trust No. 1080000 whose sole beneficial owner is Central Station Limited Partnership, an Illinois limited partnership ("Central Station"), and Central Station Development Corporation, an Illinois corporation ("C.S.D.C."; collectively C.S.D.C., Indiana and Central Station shall be referred to as the "Developer").

Recitals:

A. As a home rule unit of government under Section 6(a), Article VII of the Constitution of the State of Illinois, the City has the authority to promote the health, safety and welfare of the City and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to create employment and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, Section 11-74.4.4-1 et seq., of Ch. 24, Ill. Rev.

Stat., as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

C. To stimulate and induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 28, 1990: (1) "An Ordinance of the City of Chicago, Illinois, Approving a Tax Increment Redevelopment Plan for Central Station Area Redevelopment Tax Increment Financing Project Redevelopment Project Area", (2) "An Ordinance of the City of Chicago, Illinois, Designating the Central Station Area as a Redevelopment Project Area" and (3) "An Ordinance of the City of Chicago, Illinois, Adopting Tax Increment Allocation Financing for the Central Station Redevelopment Project Area". Said ordinances are collectively referred to as the "Ordinances". The Central Station Area Redevelopment Project Area (the "Redevelopment Area") is legally described in (Sub)Exhibit A attached hereto and incorporated herein.

D. To address the blight on Chicago's lakefront, the Chicago Plan Commission adopted the Central Station Development Guidelines on March 1, 1990 and any amendments thereto (the "Development Guidelines") attached hereto as (Sub)Exhibit B and incorporated herein.

E. To regulate the development in the Redevelopment Area the City Council adopted the Residential-Business Planned Development No. 499 (the "P.D.") and any amendments thereto attached hereto as (Sub)Exhibit C and incorporated herein and thereafter the Chicago Plan Commission adopted Master Plan I and any amendments thereto ("Master Plan I") attached hereto as (Sub)Exhibit D.

F. Collectively, Indiana and Central Station own and the Developer intends to redevelop certain property legally described on (Sub)Exhibit E attached hereto and made a part hereof (the "Property"), consisting of approximately 70.25 acres, a portion of which consists of air rights, for commercial, retail, exhibition, office, hotel, residential, institutional and public use. The Property is located within the Redevelopment Area. The Property, together with all improvements contemplated thereon is sometimes referred to herein as the "Project" which is more particularly described in (Sub)Exhibit F attached hereto and incorporated herein. The Project will be developed in phases as more particularly determined throughout this Agreement. The portion of the Project contemplated herein and more specifically described in (Sub)Exhibit G attached hereto is referred to as "Phase 1". Phase 1 shall be composed of certain Developer improvements as more particularly described in (Sub)Exhibit H attached hereto and incorporated herein (the "Developer Improvements") and certain public improvements constructed on behalf of the City by the Developer as described in (Sub)Exhibit I hereto and incorporated herein (the "Phase 1 T.I.F. Improvements"). Collectively, the Developer Improvements and Phase 1 T.I.F. Improvements shall be referred to as the "Phase 1 Improvements".

G. The Project will be constructed in accordance with the Tax Increment Financing Redevelopment Project and Plan for Central Station Area Redevelopment (the "Redevelopment Plan") which is attached hereto as (Sub)Exhibit J and incorporated herein.

H. For the purpose of paying a portion of the redevelopment project costs of the Phase 1 T.I.F. Improvements, the City Council, on _____ adopted "An Ordinance of the City of Chicago, Illinois, providing for the issuance of not to exceed \$4,500,000.00 Tax Increment Allocation Bonds, Central Station Project Series 1991A (the "Bond Ordinance"). The proceeds from the sale of the bonds issued pursuant to the Bond Ordinance (the "Series 1991A T.I.F. Bonds") will be used to finance part of the costs relating to the Phase 1 T.I.F. Improvements, including the construction of public improvements related to Phase 1 and certain other costs and expenses related to the issuance of the Series 1991A T.I.F. Bonds. The Developer shall pay for the costs of completing the remaining Phase 1 T.I.F. Improvements (the "Additional T.I.F. Improvements") and shall be reimbursed for such costs from the proceeds of Additional Bonds (as defined in the Bond Ordinance), if any, or excess real estate tax increment, if any, generated by the Redevelopment Area in accordance with the Bond Ordinance. The City may issue additional series of bonds to fund the construction of public improvements related to other phases of the Project.

I. The development of the Project including the Phase 1 T.I.F. Improvements would not reasonably be anticipated without the financing contemplated by this Agreement.

J. In connection with the development of the Project as provided herein, the Developer will act as the City's agent and oversee construction of the Phase 1 T.I.F. Improvements. The Phase 1 T.I.F. Improvements are necessary to construct the infrastructure required for the redevelopment of the Property and the Project and shall be funded in part from the proceeds of the Series 1991A T.I.F. Bonds. In addition, to the extent permitted by law, the Developer shall be entitled to apply for and the City shall consent to the benefits of a deduction from the Illinois Retailer's Occupation Tax for gross receipts from retail sales of building materials, for those portions of the Phase 1 T.I.F. Improvements funded by Series 1991A T.I.F. Bonds.

K. In the event that the Developer advances funds for the construction of Additional T.I.F. Improvements, then such funds shall be reimbursed to the Developer from the proceeds of any Additional Bonds (as defined in the Bond Ordinance) or excess real estate tax increment generated from the Redevelopment Area, contingent upon the receipt of an opinion from a nationally recognized bond counsel, satisfactory in form and substance to the City, regarding the effect of such reimbursement on the tax exempt status of the Series 1991A T.I.F. Bonds.

L. The City and the Developer agree that all of the provisions contained in this Agreement concerning the development and construction of Phase 1 shall apply and be utilized in the development and construction of all phases of the Project, it being the intent of the parties hereto to the extent applicable that this Agreement shall control the process of development and construction of the Project.

For and in consideration of the mutual covenants described above and the agreements contained below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section I.

Incorporation Of Recitals And Exhibits.

The recitations set forth in the foregoing recitals and the exhibits attached hereto are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth herein, and this Agreement shall be construed in accordance therewith.

Section II.

Developer Representations And Warranties.

The Developer represents and warrants to the City as follows:

2.01 Organization And Authority.

The Developer is a corporation or partnership, as applicable, duly organized, validly existing and in good standing under the laws of the State of Illinois, has all requisite corporate or partnership power and authority to control, develop and operate the Property and the Project and perform its obligations hereunder.

2.02 Litigation.

There are no proceedings pending or threatened against or affecting the Developer, the Property or the Project in any court or before any

governmental authority which involves the possibility of materially or adversely affecting the business or condition (financial or otherwise) of the Developer, the Property or the Project or the ability of the Developer to perform its obligations under this Agreement.

2.03 Authorization.

The execution, delivery and performance of this Agreement and the consummation by the Developer of the transactions provided for herein and the compliance with the provisions of this Agreement and the bond purchase agreement for the Series 1991A T.I.F. Bonds:

(a) have been duly authorized by all necessary corporate or partnership action on the part of the Developer and the Trustee; and

(b) require no other consents, approvals or authorizations on the part of the Developer or the Trustee in connection with the Developer's and the Trustee's execution, delivery and performance of this Agreement; and

(c) shall not, by lapse of time, giving of notice or otherwise, result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, agreement or other instrument to which the Developer, the Property or the Project is subject, including but not limited to the Developer's Articles of Incorporation, its bylaws, the partnership agreements and the trust agreements of Indiana and Central Station.

2.04 Use Of The Proceeds.

The proceeds of the Series 1991A T.I.F. Bonds will be used solely to pay for construction of the Phase 1 T.I.F. Improvements and for such other uses specified in the Bond Ordinance. The Developer shall not apply such proceeds, nor the investment earnings therefrom, for any other purpose.

2.05 Governmental Approvals.

The Developer has or will obtain all federal, state and local governmental permits, licenses, approvals and reviews, including, without limitation, all appropriate environmental clearances necessary or required by law to conduct its business and own, lease, operate and construct the Project.

2.06 Financial Statements.

The Developer has heretofore furnished to the City and certifies to the City that the following audited financial statements have been prepared in conformity with generally accepted accounting principles:

(a) Annual Reports of Forest City Enterprises, Inc. for the periods ending January 31, 1990 and January 31, 1991.

(b) The Developer further certifies that (i) Forest City Central Station, Inc. is a fifty percent (50%) owner of Central Station Limited Partnership; (ii) Forest City Central Station, Inc. is one hundred percent (100%) owned by Forest City Rental Properties Corporation; and (iii) Forest City Rental Properties Corporation is one hundred percent (100%) owned by Forest City Enterprises, Inc.

The Developer is solvent, able to pay its debts as such debts become due and has capital sufficient to carry on its business and the transactions contemplated under this Agreement.

2.07 Development Guidelines And Plan Of Development.

All of the information contained in the descriptions of the Project and Phase 1 Improvements which the Developer has delivered to the City is true, correct and complete; the Developer shall, in advance of each subsequent phase, and in compliance with the phasing and scheduling requirements of Master Plan I, the P.D. and the Development Guidelines deliver to the City a more detailed description of the Project with respect to each such phase, which description shall be subject to acceptance and approval by the Commissioner of D.O.P. or his or her designee (the "Commissioner"); the information to be contained in such subsequent Project description shall be true, correct and complete; the Developer shall give thirty (30) days prior written notice to the Commissioner of any proposed changes in the Project or the Phase 1 Improvements and in any subsequent phases which materially affect the character of the Project and such changes shall be subject to the City's consent; and the development of the Project for all phases shall comply with (i) the Development Guidelines, (ii) the P.D., and (iii) the Master Plan I.

2.08 Revenue Projections.

The City has relied in all material aspects upon the Developer's projections of real estate tax revenues estimated to be received from the

Property for the years and amounts set forth in (Sub)Exhibit K attached hereto and incorporated herein, and the Developer represents that said tax projections are accurate and complete in all respects.

Section III.

Developer Covenants.

The Developer covenants and agrees with the City as follows:

3.01 Developer's Covenant To Redevelop.

Promptly after the date hereof, the Developer shall commence redevelopment of Phase 1 in accordance with this Agreement, the P.D., the Redevelopment Plan and Master Plan I. Ten (10) days prior to the issuance of the Series 1991A T.I.F. Bonds, the Developer shall deliver to the Commissioner the approved Phase 1 Infrastructure Site Plan and approved Plans and Specifications (all as hereinafter defined in Sections 3.02 and 3.05) for the Phase 1 T.I.F. Improvements. Five (5) days prior to the issuance of the Series 1991A T.I.F. Bonds, the Developer shall deliver to the Commissioner the approved construction permit and the approved maintenance agreement (all hereinafter defined in Section 3.05) for the Phase 1 T.I.F. Improvements. Within one hundred eighty (180) days after the issuance of the Series 1991A T.I.F. Bonds, the Developer shall deliver to the Commissioner an approved site plan and approved Plans and Specifications for "Parcel C" (as that term is defined in Master Plan I).

3.02 Time For Commencement And Completion Of Improvements.

The Developer shall commence construction of the Phase 1 T.I.F. Improvements within sixty (60) days, weather and other construction conditions permitting, after the date of the issuance of the Series 1991A T.I.F. Bonds, in accordance with the Redevelopment Plan, the Phase 1 T.I.F. Improvements Infrastructure Site Plan, as approved in accordance with the P.D. and Master Plan I, attached hereto as (Sub)Exhibit L (the "Phase 1 Infrastructure Site Plan") and the "Plans and Specifications" (as hereinafter defined in Section 3.05) prepared by the Developer and approved by the applicable City departments as provided in Section III. The Developer shall complete construction of the Phase 1 T.I.F. Improvements and the remaining Phase 1 Improvements in conformity with Master Plan I, recognizing that the City, in selecting the Developer, relied in material part upon the projected completion of the Project. The

Developer shall complete subsequent phases of the Project, (the "subsequent phases") according to the schedules described in subsequent master plans, the P.D., the Development Guidelines and in conformity with the Redevelopment Plan. The Developer agrees that items 4 through 7 of the Phase 1 T.I.F. Improvements shown on (Sub)Exhibit M shall be completed within two (2) years from the issuance of the Series 1991A T.I.F. Bonds, that the remaining Phase 1 T.I.F. Improvements shall be completed in accordance with the schedule contained in Master Plan I, that the Developer Improvements in "Parcel C" (as that term is defined in Master Plan I) shall be completed within five years from the date of the issuance of the Series 1991A T.I.F. Bonds and the remaining Developer Improvements shall be completed not later than December, 1999. In the event the Developer fails to complete the Phase 1 T.I.F. Improvements and/or substantially complete the Developer Improvements or any subsequent phase in accordance with this Agreement, the City may, but shall not be obligated to, complete the Project or select an alternate Developer to complete the Project. Furthermore, the Developer shall request that the Cook County Assessor reassess the Property not later than thirty (30) days after the date upon which thirty percent (30%) of the residential units in "Parcel C" (as that term is defined in Master Plan I) are substantially complete, and the Developer shall make additional requests for reassessment of the Property not later than thirty (30) days after the date upon which the following events occur: (i) substantial completion of sixty percent (60%) of the residential units in Parcel C; (ii) substantial completion of one hundred percent (100%) of the residential units in Parcel C; (iii) substantial completion of fifty percent (50%) and one hundred percent (100%) respectively of all development in "Parcels B and A" (as those terms are defined in Master Plan I).

3.03 Compliance With Laws.

The Phase 1 Improvements shall be constructed in accordance with the requirements of this Agreement and shall be in conformance with applicable laws, ordinances, regulations, the Development Guidelines, the P.D. and the Master Plan I.

3.04 Accuracy Of Representations.

All of the information contained in the Redevelopment Plan regarding the Redevelopment Project Area, the Project, the Property and the Developer is true, correct and complete. All of the information contained in that certain Limited Offering Memorandum prepared in connection with the Series 1991A T.I.F. Bonds (the "Limited Offering Memorandum") set forth in the sections titled "The Central Station Redevelopment

Project", "The Redevelopment Agreement" and "Estimated Sources and Uses of Funds" is true, correct and complete.

3.05 Plans And Specifications.

Prior to commencing construction of any portion of Phase 1, the Developer shall deliver to the Commissioner for review and approval complete construction documents containing working drawings and specifications including final engineering drawings approved by the applicable City departments for such improvements and construction drawings approved by D.O.P. in accordance with the P.D. and Master Plan I (the "Plans and Specifications"), site plans approved by D.O.P. in accordance with the P.D. and Master Plan I, construction permit(s) approved by the City's Department of Public Works, substantially in the form attached hereto as (Sub)Exhibit O and maintenance agreement(s) approved by the City's Department of Public Works substantially in the form attached hereto as (Sub)Exhibit N. The Plans and Specifications and site plans prepared by the Developer shall conform to the P.D., Master Plan I, the Redevelopment Plan as amended from time to time, and all applicable state and local laws, ordinances and regulations. Any amendments or change to any of the Plans and Specifications, site plans, or Master Plan I must be submitted by the Developer to the Commissioner for approval for the purposes of this Agreement. Any amendment or change to Master Plan I, the site plans, or the construction drawings are subject to the amendment process and schedule set forth in the P.D. and Master Plan I and such amendments or changes will only be reviewed for approval by the Commissioner for the purpose of this Agreement following the conclusion of the amendment process required by the P.D. and Master Plan I with respect to Master Plan I, the site plans and the construction drawings. For the purpose of this Agreement, the time within which the Commissioner may approve or reject the Plans and Specifications and site plans or approved changes in the Plans and Specifications and site plans shall be fourteen (14) business days after the date of the Commissioner's receipt of the Plans and Specifications and site plans. Failure by the Commissioner to reject such Plans and Specifications or site plans or any approved changes therein within said fourteen (14) day period shall be deemed a disapproval of said Plans and Specifications, site plans or approved changes therein for the purposes of this Agreement.

3.06 Limited Applicability Of The Commissioner's Approval.

Any approvals granted by the Commissioner with respect to the Plans and Specifications or site plans for the Project are for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of

the City or any other competent jurisdiction; nor does any approval by the Commissioner pursuant to this Agreement constitute approval of the quality, structural soundness or the safety of the Project or any other improvements.

3.07 Insurance.

Commencing upon the date of issuance of the Series 1991A T.I.F. Bonds, the Developer shall cause the Property to be insured in such amounts and against such risks and hazards as are set forth in (Sub)Exhibit P. Throughout the term of the Series 1991A T.I.F. Bonds, the Developer shall keep the Property continuously insured in such amount and against such risks as the City may from time to time reasonably require, and the Developer shall pay all premiums in respect thereto as the same become due. Copies or certificates of the insurance policies required by this Section shall be delivered to the City at least fifteen (15) days prior to the issuance of the Series 1991A T.I.F. Bonds, and copies or certificates of any new or renewal policies shall be delivered to the City not less than thirty (30) days prior to the applicable expiration date. Policies of insurance provided for in this Section shall be maintained with companies licensed to do business in the State of Illinois.

3.08 Damage And Destruction.

If, prior to the payment in full of the Series 1991A T.I.F. Bonds, the Project is destroyed (in whole or in part) or is damaged by fire or other casualty, the Developer shall give written notice of any such damage or destruction to the City.

3.09 Condemnation And Eminent Domain.

Any and all awards made by any governmental or other lawful authority for the taking, through the exercise of condemnation or eminent domain, of all or any part of the Property, whether temporarily or permanently, shall be divided and utilized in the following manner. The Developer shall be entitled to recover from such award its basis in the Property taken together with the Developer's cost of the Developer Improvements upon the Property and any and all resulting damage to the remainder of the Property, if any. After deducting these items from the award, the City shall deposit the net proceeds in the Principal and Interest Account (as defined in the Bond Ordinance) to be applied as provided for in the Bond Ordinance.

3.10 Financial Reports.

Until payment in full of the Series 1991A T.I.F. Bonds, the Developer shall deliver to the City, within one hundred twenty (120) days after the end of each fiscal year of the Developer, a balance sheet certified by the Developer and reports prepared by the Developer certifying operating income and receipts, operating expenses and net annual cash flow resulting from the operation of the Project and any additional Project financial information required by the Bond Ordinance. Each of the foregoing reports shall contain a statement made by the Developer that the report(s) have been prepared in conformity with generally accepted accounting principles and certifying as to their accuracy and completeness.

3.11 Survival Of Covenants.

Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the term of the Series 1991A T.I.F. Bonds or earlier termination of this Agreement, shall survive such term or termination.

3.12 No Third Party Beneficiaries.

This Agreement shall be only for the benefit of the City and the Developer, and no other person or party may claim any benefit of the provisions hereof.

3.13 Time Is Of Essence.

Time is of the essence of this Agreement.

3.14 Liens.

The Property and the Project (including, without limitation, all furniture, fixtures and equipment) shall be and remain free and clear of all liens and encumbrances of every nature and description, except for such other exceptions as the City may approve in writing (the "Permitted Encumbrances"). Notwithstanding the foregoing, the Developer may contest in good faith the validity of any mechanic's or materialman's lien, provided the Developer shall notify the City in writing and either cause

_____ (the "Title Company") to insure over such mechanic's or materialmen's liens for the benefit of the City or post a bond in an amount not less than one hundred ten percent (110%) of the amount of the claim, and, provided further, in either such case that the Developer shall diligently prosecute the claim and cause the removal of such lien.

3.15 Payment Of Taxes And Assessments.

The Developer shall pay all taxes, assessments, water charges, sewer charges and the like on the Project and the Property when the same are due and before any penalty attaches and shall provide to D.O.P. or any other City monitoring department or agency designated by D.O.P., within forty (40) days of payment paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, the Developer may, in conformity with Section 8.04 of this Agreement, in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such assessments or charges is stayed. However, real estate taxes must be paid in full when due and may only be contested after such payment is made and in accordance with the terms of this Agreement.

3.16 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the amount and disposition of the total cost of the activities paid for with the Series 1991A T.I.F. Bond proceeds, the development and operation of the Project and the Phase 1 Improvements. All such books, records and other documents including, but not limited to, the Developer's loan statements, general contractor's sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices which relate to the Project and the Phase 1 T.I.F. Improvements shall be available at the Developer's offices during normal business hours for inspection and examination by any authorized representative of the City upon reasonable advance written notice. The Developer shall incorporate this right to inspect and examine all books and records into all contracts entered into by Developer with respect to the Project. Subject to and in accordance with applicable law, the City shall not disseminate such information with respect to the Project third parties, to the extent that such information is proprietary to the Developer.

3.17 Indemnification.

The Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the failure of the Developer to comply with any of the terms, covenants or conditions of this Agreement or (ii) the failure of the Developer or any contractor to pay contractors, subcontractors, or materialmen in connection with the Project or the Phase 1 T.I.F. Improvements or (iii) material misrepresentations or omissions in the Limited Offering Memorandum, Redevelopment Plan, this Agreement or any financing documents related thereto which are the result of information supplied or omitted by the Developer or by its agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iv) the failure of the Developer to cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto, or (v) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by the Developer, or (vi) any violation of any applicable statute, rule or regulation for the protection of the environment which occurs upon the Property or in connection with the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation; provided, however, that this indemnity shall not apply to any act or omission arising from the City's own negligence; provided further, however that to the extent that the City is strictly liable in respect to the Property under any such environmental statute, the Developer's obligation to the City under this indemnity shall likewise be without regard to fault on the part of the Developer with respect to the violation of law which results in liability to the City. The Developer further agrees that the indemnity in the foregoing subsection relating to environmental matters and the representations and warranties implicit therein shall continue and remain in full force and effect beyond the term of this Agreement and shall be terminated only when there is no further City obligation of any kind, whether in law or equity or otherwise, in connection with environmental clean-up costs, environmental liens or environmental matters involving the Property.

3.18 Access To Property.

The City and its authorized agents or representatives shall, at all reasonable times, have access to the Property and the Project for the purpose of inspecting same.

3.19 Conflict Of Interest.

To the best of the Developer's knowledge after due inquiry, no member, official or employee of the City, is in any manner interested, either directly or indirectly, in his or her own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any work relating to the Project in the making or letting of which such individual has been called upon to act, vote or participate in any decision relating to this Agreement. To the best of the Developer's knowledge, after due inquiry no such individual represents, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work relating to the Project in regard to which such individual has been called upon to act, vote or participate in any decision relating to this Agreement, nor has any such officer taken or received, or offered to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her vote or action in his official capacity. No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

3.20 Project Restrictions.

The Developer agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Developer shall:

(a) develop the Property in accordance with the uses set forth herein and in the Development Guidelines, P.D., the Master Plan I and any additional development plans accepted and approved by the Commissioner; and

(b) devote the Property solely to the uses specified herein and in the Development Guidelines, P.D., the Master Plan I and any additional development plans accepted and approved by the Commissioner; and

(c) not discriminate upon the basis of race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City Human Rights Ordinance adopted December 21, 1988, in the sale, lease or rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.

3.21 Affordable Housing.

The Developer agrees to make provision for affordable housing within the residential rental units constructed in high-rise structures on the Property such that at the time of the completion of the Project a minimum of twenty percent (20%) of such residential rental units up to a maximum of 400 affordable housing units shall be available as affordable housing for "low- and moderate-income" individuals as that term is defined at 14 Illinois Administrative Code, Sec. 1200.100 et seq. at the time of the execution of this Agreement. All (100%) of the required affordable housing units may be provided to individuals who are both "low- or moderate-income" and "elderly" as defined at 14 Illinois Administrative Code, Sec. 1200.100 et seq. Further, no affordable housing units shall be required to be constructed in Parcels A, B or C in the Master Plan I area of the Property, and the Developer shall not be required to provide any of the affordable housing units in the absence of state, federal or locally assisted financing programs.

Section IV.

Project Development.

4.01 Development Standards.

In consideration of, among other things, the City's approval of the Developer's plat of subdivision for the Property, the Developer shall develop the Project and Property in accordance with the requirements of this Agreement and in conformance with all applicable federal, state and local laws, ordinances, rules, regulations, the Development Guidelines, the Master Plan I and the P.D..

4.02 Payment And Performance Bonds.

The Developer shall require in the construction contract for each phase of the Project that the general contractor be bonded for its performance and payment by sureties having a AA rating or better, using American Institute of Architects forms (No. A311) or its equivalent, with the City being shown as obligee or as additional obligee for the Phase 1 T.I.F. Improvements portion of the Project. The bonds for Phase I of the Phase 1 T.I.F. Improvements shall be in an amount equal to the lesser of (i) the sum of the lines 13 and 17 entries in (Sub)Exhibit M for "Phase 1-A Non T.I.F." and

"Phase 1-A T.I.F." or (ii) the corresponding sum as it is calculated from the corresponding line item entries on the Project Budget as described in Section 5.01. The bonds for Phase 1-B of the Phase 1 T.I.F. Improvements shall be provided in an amount determined in a manner similar to that used in this Section 4.02 in relation to bonds for Phase 1-A improvements prior to the start of construction of any Phase 1-B improvements. The general contractor may require bonds from subcontractors. The payment and performance bonds for the Phase 1 T.I.F. Improvements shall be delivered to the City five (5) days prior to the issuance of the Series 1991A T.I.F. Bonds.

4.03 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall, as required by applicable City ordinances, install a construction barricade of a type, kind and appearance approved by the Commissioner and required by all applicable City ordinances and federal or state laws and regulations. Until the barricades erected pursuant to this Section are removed, the Commissioner shall retain the right to approve: (i) the maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

4.04 Subsequent Phases.

In accordance with this Agreement and the Redevelopment Plan, the City may issue bonds not to exceed \$40,000,000.00 in the aggregate, corresponding to the total phases of the Project. Bond sizing for subsequent phases shall be solely in the City's discretion and shall be related to the increase in equalized assessed value of the Property as a result of the Project. Bond proceeds for subsequent phases shall not be used to pay for costs of public improvements previously paid from Bond proceeds. The construction of subsequent phases of the Project shall proceed in accordance with the guidelines outlined in this Agreement, including but not limited to, construction, schedules, time frames for delivery of documents and the Commissioner's right to approve subsequent phase plans. Prior to the commencement of construction for each subsequent phase, the Developer shall, in addition to those deliveries set forth in Sections 3.01, 3.02 and 3.05, deliver to the Commissioner, a report which complies with the provisions of the P.D., the Development Guidelines, and Section 8B, (xiii) of Master Plan I as they relate to the siting of both public and private elementary schools, public library facilities, public police facilities and public fire facilities.

4.05 City Fees.

Upon the issuance of the Series 1991A T.I.F. Bonds, the City shall allocate a sum not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) from the proceeds of the portion of the Series 1991A T.I.F. Bonds for the payment of costs incurred by the City in the administration and monitoring of the construction of the Phase 1 T.I.F. Improvements.

Section V.

Project Construction.

5.01 Project Budget And Balancing.

Five (5) days prior to the issuance of the Series 1991A T.I.F. Bonds, the Developer shall deliver to the City a detailed analysis, in form and content satisfactory to the City, (i) setting forth all construction and non-construction costs (as defined in (Sub)Exhibit M) of Phase 1 T.I.F. Improvements to be incurred, and (ii) disclosing that the Phase 1 construction loan and Developer's equity will be sufficient to pay all Phase 1 T.I.F. Improvements or to be incurred to complete Phase 1 of the Project (collectively, the "Project Budget"). The Developer shall promptly deliver to the City any and all revisions to the Project Budget and promptly deliver to the City any subsequent cost analyses pertaining to the Project. The Developer shall be entitled to modify and reallocate the Phase 1 T.I.F. Improvements costs described in the Project Budget during the course of construction and in accordance with Section 6.03. Prior to commencement of any subsequent phases, the Developer will deliver to the City Project Budgets for subsequent phases.

5.02 Construction Contract.

(a) The Developer shall enter into a construction contract ("Phase 1 Construction Contract") with a general contractor ("Phase 1 General Contractor") or shall itself perform as the construction manager for construction of the Phase 1 T.I.F. Improvements. The Phase 1 Construction Contract and all other contracts and subcontracts for services and materials relating to the construction of Phase 1 shall expressly waive any right to a mechanic's or materialman's lien against any of the Property. Not less than five (5) days prior to the issuance of the Series 1991A T.I.F. Bonds, the Developer shall deliver a certified copy of the Phase 1 Construction Contract to the City and any construction management contract and, if applicable,

certify to the City that the Developer is performing as construction manager for construction of Phase 1 of the Project, and certify to the City the amount of compensation that the construction manager will receive for the services.

(b) The Developer shall not authorize or permit the performance of any remodeling, reconstruction, demolition or construction constituting a part of the Project or furnishing of materials to the Project in connection therewith pursuant to any "Change Order" as hereinafter defined without giving ten (10) business days' prior written notice to the City, except for Change Orders whose cost does not exceed Fifty Thousand Dollars (\$50,000) up to an aggregate amount of Three Hundred Fifty Thousand Dollars (\$350,000), without obtaining the prior written approval of the Commissioner in each and every instance, which shall be given or denied within ten (10) business days after receipt by the Commissioner of the request for the Change Order and documentation substantiating the need therefore. The Developer shall obtain a covenant from the Phase 1 General Contractor to this effect. The City shall be permitted to extend the Change Order approval period for an additional five (5) business days at its sole discretion. Failure by the City to approve or deny any Change Order request pursuant to this Section within the total fifteen (15) business day period shall be deemed approval of such Change Order, provided, however, that any approval (or deemed approval) shall only be for purposes of budget revision and shall have no effect upon nor shall it waive the Developer's obligations to comply with all City codes, ordinances and regulations. "Change Order" shall mean any amendment or modification to the Plans and Specifications for Phase 1 or the Phase 1 Construction Contract or any subsequent phases of the Project or subsequent construction contracts relating to such subsequent phases having an effect on such budget line item. The City's approval of any Change Order shall not be deemed to imply any increase in funding or other assistance to the Developer; however, it shall not affect the extent or collection of costs for the Additional T.I.F. Improvements.

5.03 Progress Reports.

The Developer shall provide the Commissioner with monthly progress reports detailing the status of construction of the Project including progress and slippage and other information required by the City or the City's representative for construction inspection purposes.

5.04 Utility Connections.

The City hereby agrees that the Developer shall have the right to connect all on-site water lines and sanitary and storm sewer lines constructed on the Property to the City utility lines existing on the Property or near the

perimeter of the Property, provided that the Developer complies with all City requirements for such connections.

5.05 Permit Fees.

The City agrees that the Developer shall be obligated to pay, in connection with the development of the Project, only those normal and customary building, permit, engineering, tap on, and inspection fees that are assessed on a uniform basis throughout the City and are of general applicability to other similar Property and development within the City.

5.06 Certification Of Completion.

After completion of the construction of Phase 1 or any part thereof in accordance with this Agreement, the Commissioner, at the Developer's request, shall promptly furnish the Developer with an appropriate instrument so certifying (the "Certificate of Completion"). The Certificate of Completion by the Commissioner shall be conclusive evidence of the satisfaction and termination of the covenants in this Agreement with respect to the obligation of Developer and its successors and assigns to construct or cause to be constructed, Phase 1, or that portion thereof for which a Certificate of Completion has been issued. The Certification of Completion shall be in recordable form and shall constitute the City's acceptance of the Phase 1 T.I.F. Improvements, or any part thereof. The Commissioner shall respond to Developer's request within ninety (90) days after the Commissioner's receipt thereof, either with a Certification of Completion or a written statement, indicating, in adequate detail, that the Developer has failed to complete the construction of Phase 1 in conformity with the Redevelopment Plan or this Agreement, or is otherwise in default, and what measures or act will be necessary, in the opinion of the Commissioner, for Developer to take or perform in order to obtain the Certificate of Completion. If the Commissioner requires additional measures or acts of the Developer to assure compliance, the Developer shall resubmit a written request for a Certificate of Completion upon compliance with the Commissioner's response. If the Commissioner fails to respond to the Developer's request within such ninety (90) day period, then such items covered with the request shall be deemed approved. Notwithstanding the above, for the portions of the Project constituting private improvements within Parcels A, B and C (as defined in Master Plan I), the time period for delivering the certificate of completion shall be thirty (30) days after the Commissioner's receipt of the Developer's request.

Section VI.

Phase 1 T.I.F. Improvements.

6.01 The Developer Authorized To Construct Certain T.I.F. Improvements.

In order to further the development of the Redevelopment Area, the City hereby authorizes the Developer to cause the Phase 1 T.I.F. Improvements to be carried out in accordance with this Agreement and the Plans and Specifications approved by the City pursuant to Section 3.05 at an aggregate cost not to exceed the costs set forth in (Sub)Exhibit M.

6.02 Bid Requirements.

Prior to entering into an agreement with a contractor for construction of the Phase 1 T.I.F. Improvements, the Developer shall solicit bids from qualified contractors eligible to do business in the City. The Developer shall solicit bids in accordance with the requirements of the Municipal Purchasing Act for Cities of 500,000 or More Population, Ill. Rev. Stat. Ch. 24, par. 8-10-1 et seq., a copy of which is attached hereto as (Sub)Exhibit Q and the City Guidelines hereto as (Sub)Exhibit R. The City shall have the right to inspect said bids submitted and exercise final approval over the bid process in order to determine the same has been completed in conformity with the Municipal Purchasing Act and the City Guidelines. The Developer shall select the contractor submitting the lowest responsible bid who can complete the Phase 1 T.I.F. Improvements in a timely manner. The Developer shall enter into a contract with said contractor in accordance with this Agreement to build said Phase 1 T.I.F. Improvements. The Contract shall conform to the guidelines prescribed by the Purchasing Agent of the City for City purchasing contracts and provide for payment in accordance with this Agreement and the Bond Ordinance. Nothing herein contained shall be construed to permit construction to commence before the Plans and Specifications for the work are completed and approved by applicable City departments as provided in this Agreement.

6.03 Costs Of Phase 1 T.I.F. Improvements.

If the costs of the Phase 1 T.I.F. Improvements undertaken by the Developer as described in (Sub)Exhibit M are in excess of the amounts specifically allocated for such improvements as set forth in (Sub)Exhibit M, the Developer shall be fully responsible for and shall hold the City harmless

from all costs and expenses of completing the Phase 1 T.I.F. Improvements in excess of the aggregate amount of the costs of the Phase 1 T.I.F. Improvements as shown on (Sub)Exhibit M providing that such excess costs are not the result of a change in the scope of the work caused by the City. The Developer shall be reimbursed from Additional Bonds (as defined in the Bond Ordinance) or excess real estate tax increment for such excess or requested costs incurred for reimbursable items or excess costs from changes in the scope of the work caused by the City. If any portion of the Phase 1 T.I.F. Improvements is completed at a cost savings then, after the Certificate of Completion has been provided, the savings shall be applied first to reimburse the Developer for any Additional T.I.F. Improvements, then to construct additional T.I.F. Improvements scheduled for subsequent phases or to redeem the Series 1991A T.I.F. Bonds. The Developer shall be entitled to modify and reallocate the costs of the Phase 1 T.I.F. Improvements as described in (Sub)Exhibit M in accordance with this Agreement during the course of construction and promptly notify the Commissioner in writing of such modifications.

6.04 Conditions Precedent For Disbursement Of Series 1991A T.I.F. Bond Funds.

The Developer understands that proceeds of the Series 1991A T.I.F. Bonds shall not be available for disbursement unless there is compliance with certain preconditions set forth in the Bond Ordinance, the Limited Offering Memorandum, and this Agreement. The Developer agrees to comply and satisfy the preconditions to disbursement of proceeds of the Series 1991A T.I.F. Bonds. In addition, the Developer shall furnish the City with (i) a title insurance policy in the most recently revised A.L.T.A. form subject only to Permitted Exceptions and containing such endorsements as the City may require including comprehensive no. 1, zoning, contiguity, location and survey; (ii) and five (5) current plat of surveys ("Surveys") acceptable in form and content to the City and the Title Company, certified to the City and Title Company and certifying whether or not the Property is in a flood hazard area.

6.05 Issuance Of Series 1991A T.I.F. Bonds.

The parties agree that tax increment allocation financing implemented in accordance with the terms and provisions of the Act shall be the primary source of funding construction of the Phase 1 T.I.F. Improvements from the Series 1991A T.I.F. Bond proceeds. The City agrees to issue the Series 1991A T.I.F. Bonds in accordance with this Agreement and the Bond Ordinance in an amount not to exceed \$4,500,000.00. The City agrees to apply the proceeds realized upon the sales of Series 1991A T.I.F. Bonds to

the extent available to the costs and in the manner set forth in the Bond Ordinance and this Agreement. In no event shall the Series 1991A T.I.F. Bonds be or become general obligations of the City nor shall the costs of the Phase 1 T.I.F. Improvements be paid from any funds other than the Series 1991A T.I.F. Bond proceeds, Additional Bonds (as defined in the Bond Ordinance), excess real estate tax increments or the Developer's own funds.

6.06 Depository Of Project Funds.

The Series 1991A T.I.F. Bond proceeds shall be deposited with a trustee (as defined in the Bond Ordinance but herein referred to as the "Depository") chosen by the City.

6.07 Disbursement Of Project Funds.

The parties shall enter into a construction escrow agreement (the "Escrow") in form and substance customarily used by the City for projects similar in nature to the Phase 1 T.I.F. Improvements and reasonably acceptable to the Commissioner and the Developer with a title insurance company reasonably acceptable to the City (the "Escrowee"). The Escrow shall allow the Developer to present the Escrowee with invoices and accompanying documentation approved for payment by the Commissioner after inspection and approval of work completed for which payment is being submitted. Not less than twenty (20) business days prior to any date upon which the Developer desires payment or reimbursement hereunder, the Developer shall notify the City that the City or the City's representative may visit Phase 1. Not less than twenty (20) business days prior to any date upon which the Developer desires payment or reimbursement hereunder to be deposited by the City or the Depository, as the case may be, into the Escrow, the Developer shall submit a written request therefore to the Commissioner setting forth the amount for which payment or reimbursement is sought, and Developer's estimate of the percentage of completion of each Phase 1 T.I.F. Improvement with respect to which payment or reimbursement is sought. Each request for payment or reimbursement shall be accompanied by a Developer's sworn statement recommending payment, the Phase 1 General Contractor's sworn statement, and such bills, contracts, invoices, contractor's sworn statements, lien waivers and other evidence as the Commissioner and the Escrowee shall reasonably require to evidence the Developer's right to payment or reimbursement hereunder, and the Developer's records relating to all costs paid by the Developer, and such other information as is necessary for Commissioner to evaluate the Developer's compliance with the terms hereof. The Commissioner shall have twenty (20) business days after receipt of any request for payment or reimbursement to approve or disapprove any such request and inspect and approve the work completed. Upon approval of the

request the City shall be obligated to promptly disburse the funds needed for such payment or reimbursement or send a disbursement authorization to the Depository authorizing payment to the Escrowee, as the case may be, however, payment for work completed shall not constitute the City's acceptance of such work. In the event the Commissioner finds an error in the request or disputes the work performed in respect thereto or finds that the request is not in accordance with this Agreement, the Commissioner shall specify such error or dispute in detail in writing within such twenty (20) business days after receipt of any request for payment or reimbursement, and the request or the work shall be corrected prior to approval of the request affected. Failure of the Commissioner to respond to the Developer's request for payment within such twenty (20) business day period shall constitute approval of the request. Notwithstanding the above, no funds shall be disbursed from the Escrow until the Escrowee is prepared to issue its title insurance policy and any endorsements thereto to the City and the Developer insuring that there are no liens affecting the Redevelopment Area and that all documents received have been reviewed and are sufficient to waive all rights of lien or that the Escrowee is prepared to issue its title indemnity concerning such liens.

6.08 Amounts Of Payment For Phase 1 T.I.F. Improvements.

The Developer shall be paid no more than the applicable amount set forth in (Sub)Exhibit M for the Phase 1 T.I.F. Improvements subject to reallocation of budget line items described in Section 5.01. Payments to the Developer shall be made based upon the percentage of each item of work satisfactorily completed as determined in the sole judgment of the Commissioner, provided that there shall be withheld from each any such payment an amount equal to 10% of such payment until such time as 50% of the Phase 1 T.I.F. Improvements are completed, and 5% of each such payment thereafter; provided however, that the Commissioner shall not withhold any amount from a payment which is for Phase 1 T.I.F. Improvements which are for acquisition of real property. The retained amount shall be held by the Depository and shall be paid upon the issuance of a Certificate of Completion for all or that part of the Phase 1 T.I.F. Improvements in accordance with this Agreement. No funds in excess of the amounts budgeted for each of the Phase 1 T.I.F. Improvements described in (Sub)Exhibit M shall be disbursed unless the Developer satisfies the Commissioner that there are sufficient funds available with which to complete the remaining Phase 1 T.I.F. Improvements, or the Developer, with the Commissioner's written consent as provided in Section 6.09, has reduced the scope of the Phase 1 T.I.F. Improvements so that the remaining funds are adequate to pay for the cost of completing the Phase 1 T.I.F. Improvements. Each request for payment or reimbursement for Phase 1 T.I.F. Improvements, submitted by the Developer to the Commissioner shall have incorporated therein a warranty by the Developer that the construction has been completed in compliance with all applicable laws, ordinances and

regulations. Notwithstanding the foregoing, the Commissioner may withhold his or her approval of any request for payment or reimbursement if, and so long as the Developer is in material default in connection with any provision of this Agreement, the Redevelopment Plan, the P.D., the Development Guidelines or Master Plan I.

6.09 Amendments/Modification To Phase 1 T.I.F. Improvements.

The Developer may, with the prior written approval of the Commissioner, change individual budget line item costs which are included in (Sub)Exhibit M and change the scope of the Phase 1 T.I.F. Improvements by eliminating or adding certain public improvements provided that there is full compliance with the Redevelopment Plan, the P.D., the Development Guidelines and Master Plan I. In no event shall the City be obligated to consent to such reduction or change in scope, it being the express intent of the parties that the Developer's obligations to construct the Phase 1 T.I.F. Improvements set forth in (Sub)Exhibit M and under Section 6.03 hereof are material to this Agreement.

6.10 Failure Of Developer To Complete Phase 1 T.I.F. Improvements.

If the Developer fails to complete the Phase 1 T.I.F. Improvements in accordance with the terms hereof, after notice, then the City shall have the right (but not obligation) to complete or cause to be completed said improvements and to pay for the costs of the Phase 1 T.I.F. Improvements (including interest costs) out of the Series 1991A T.I.F. Bond proceeds, Additional Bonds, or excess real estate tax increment as appropriate.

6.11 Title Insurance.

At the Developer's expense, the Developer shall provide the City with a lender's title insurance policy naming the City as insured up to an amount not to exceed the amount of the payment and performance Bond as described in Section 4.02 covering the portion of the Redevelopment Area to be owned by the City or upon which Phase 1 T.I.F. Improvements or portion thereof are to be constructed. Said title insurance policy shall be later dated and appropriately endorsed at the time of each request for payment or reimbursement.

6.12 Developer Reimbursement For Additional T.I.F. Improvements.

Each year, for so long as the Series 1991A T.I.F. Bonds are outstanding, the City shall credit the required amounts from the moneys on deposit in the Incremental Taxes Fund (as defined in the Bond Ordinance) to the separate accounts within the Incremental Taxes Fund, as set forth in the Bond Ordinance. Moneys remaining in the General Account shall be transferred in the following order of priority by the City Treasurer first, if necessary, to remedy any deficiencies in any prior accounts in the Incremental Taxes Fund; second, shall be used to pay the costs of Additional T.I.F. Improvements; and third, shall be used as provided in the Bond Ordinance. To the extent that such moneys remaining in the General Account are to be used to pay for or reimburse the Developer for costs of Additional T.I.F. Improvements, (i) the costs to be paid from the General Account for the Additional T.I.F. Improvements shall not exceed \$_____; (ii) disbursements from the General Account to pay for or reimburse the Developer for costs of the Additional T.I.F. Improvements shall be pursuant to the Escrow entered into pursuant to Section 6.07 of this Agreement; and (iii) any disbursement from the Escrowee to pay for or reimburse the Developer for amounts expended for Additional T.I.F. Improvements shall include interest not to exceed the cost of borrowing of the Developer and, in any event not to exceed two (2) points above that rate of interest charged by the First National Bank of Chicago to its most creditworthy customers for ninety (90) day unsecured loans up to a maximum rate of eleven and one-half percent (11.5%) or such other rate as the Commissioner may approve in writing. Notwithstanding the above, the City may issue Additional Bonds (as defined in the Bond Ordinance) to reimburse the Developer for Additional T.I.F. Improvements so long as the Developer complies with (i), (ii) and (iii) above. It is the understanding of the parties that the interest rate of 11.5% used in (Sub)Exhibit M, line 21 was used only for purposes of providing an estimate and that actual interest rate calculations will conform to this Section 6.12.

Section VII.

Performance Of Developer Obligations.

7.01 Permitted Delay.

For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of materials, unusually adverse weather

conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quality for an abnormal duration, tornadoes or cyclones and other like event or condition beyond the reasonable control of the party affected which, in fact, interferes with the ability of such party to discharge its respective obligations hereunder; nor shall either the City or the Developer be considered in breach of, or in default of its obligations under this Agreement, in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the City or the Developer to act or perform under the Redevelopment Plan, the Ordinances, the Bond Ordinance or this Agreement. The City or the Developer if it is the party whose right or authority to act is being challenged shall diligently contest any such proceedings and any appeals therefrom. The City or the Developer may settle a contested proceeding at any point, so long as the settlement results in either party's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on the other party or increase the other party's obligations under this Agreement, provided, however, that the party seeking the benefit of the provisions of this Section 7.01 shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

7.02 No Waiver By Delay.

Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver to such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City and the Developer should still attempt otherwise to resolve the problems created by the default involved). No waiver in fact made by the City with respect to any specific default by the Developer should be considered or treated as a waiver of the rights of the City with respect to any other defaults by Developer or with respect to the particular default except to the extent specifically waived in writing.

7.03 Arbitration.

If there is a dispute between any of the parties to this Agreement (an "Arbitrable Dispute") and the parties to the dispute cannot reach an agreement within thirty (30) days after notice of the existence of such Arbitrable Dispute is given by one party to the other, then any party may, upon notice to the others, submit the dispute for arbitration to an arbitrator at the Chicago, Illinois Office of the American Arbitration Association in accordance with its then Commercial or Construction Arbitration Rules.

The arbitrator shall be selected in accordance with arbitration rules. The arbitrator shall base its decision and award on the terms and conditions of this Agreement and the law applicable thereto, and such award may include money damages, specific performance and injunctive relief. The parties shall have the right to investigation of facts surrounding the dispute (i.e., pre-trial discovery) as are then permitted by laws and judicial rules of the courts of the State of Illinois or federal district courts of the United States, subject to such reasonable time-frame as determined by the arbitrator. The fees and costs of any arbitration (filing fees, arbitrator's fees and expenses, court reporters and transcript fees, reasonable witness fees and attorney's fees) shall be borne by the losing party or as may otherwise be allocated by the arbitrator. Any award shall state the arbitrator's reasons for rendering the award. Any monetary damages shall bear pre-award and post-award interest rates determined by the arbitrator to be appropriate and enforceable. A copy of the decision of the arbitrator shall be signed by the arbitrator and given to each party in the manner provided in Section 13.03 of this Agreement. The award of the arbitrator shall be binding and conclusive and may be entered as a final judgment by any competent court and enforced thereby. Notwithstanding anything contained herein to the contrary, if there is an Arbitrable Dispute the City may suspend disbursement of the Series 1991A T.I.F. Bond proceeds subject to the decision of the arbitrator. Moreover, City compliance with an arbitrator decision and/or award shall be contingent upon receipt of an opinion from a nationally recognized bond counsel regarding the effect of the arbitrator award or decision on the taxability of the Series 1991A T.I.F. Bonds. In the event that the arbitrator's award or decision negatively impacts the tax exempt status of the Series 1991A T.I.F. Bonds the opinion of bond counsel shall prevail.

Section VIII.

Real Estate Taxes/Tax Increment Financing.

8.01 Acknowledgment Of Taxes.

The Developer agrees: (i) that for the purpose of this Agreement, the estimates of the total minimum assessed value ("Minimum Assessed Value") of the respective portions of the Project are shown on (Sub)Exhibit S attached hereto and incorporated by reference herein for the years as noted on the (Sub)Exhibit; and (ii) that the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project pledged from the incremental tax revenues described in the Bond Ordinance are estimated as shown in (Sub)Exhibit K attached hereto.

8.02 Exemptions.

With reference to the Property and the Project or any part thereof, neither the Developer nor any agent, representative, lessee, tenant, assigned or transferee of, or successor in interest to, the Developer shall for any year that the Redevelopment Plan is in effect, as may be amended from time to time, apply for, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970), except for homestead exemptions, to the extent available, on residential property, and for exemptions described in Sections 19.1 through 19.23-1 of Chapter 120, Ill. Rev. Stat., as amended.

8.03 No Reduction.

Neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer shall for any year that the Redevelopment Plan is in effect, directly or indirectly, initiate, apply for, or seek to lower the assessed values below the amount of the Minimum Assessed Value except that the Developer shall be entitled to apply for class 7 property tax incentives on a case-by-case basis for all portions of the Property other than the Property subject to Master Plan I.

8.04 No Objections.

Neither the Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to the Developer shall, for any year that the Redevelopment Plan is in effect, as may be amended from time to time, object to or in any way seek to prevent, on procedural or any other grounds, the filing of any underassessment complaint with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer.

8.05 No Class 6A, 6B Or 8 Incentives.

Neither the City nor the Developer shall consent to or support any application for any class 6A or 6B or 8 or other property tax incentives or rebates in connection with the Property and/or Project in the Redevelopment Area.

8.06 Understanding Of The Parties.

The foregoing covenants in this Section VIII shall be construed and interpreted as an express agreement by the Developer with the City that the material consideration inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Property and Project. This Agreement and the Exhibits attached hereto may be used by the City in the City's discretion, as admissions against the Developer's interest in any proceeding.

Section IX.

Equal Employment Opportunity.

The Developer, for itself and its successors, assigns, contractors, subcontractor, tenants and lessee, agrees that so long as any Series 1991A T.I.F. Bonds remain outstanding or the Redevelopment Plan is in effect:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status, or source of income, as defined in the City Human Rights Ordinance adopted December 21, 1988. The Developer will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin or ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) To the greatest extent feasible, the Developer is required to present opportunities for training and employment that are to be given to lower income residents of the Project Area, hereby defined as the City of Chicago, and that the contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the Redevelopment Area.

(c) The Developer will, in all solicitation or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status, or source of income.

(d) The Developer agrees to comply with federal and State of Illinois Equal Employment and Affirmative Action statutes, rules and regulations, including but not limited to the Illinois and City of Chicago Human Rights Acts, as in effect from time to time, and regulations promulgated pursuant thereto.

(e) The Developer agrees to be bound by and comply with the terms of the Affirmative Action Plan attached hereto as (Sub)Exhibit T.

The Developer will include the foregoing provisions of this Section in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provision will be binding upon each such contractor and every lease or sublease or subcontractor, tenant or sub-tenant as the case may be. Failure to comply with these provisions will be a basis to institute remedies under the provisions of Section 7.03 of this Agreement including specifically suspending disbursement of the Series 1991A T.I.F. Bonds. For purposes of this Section IX, the term Developer shall be deemed to include the Developer's successors, assigns, contractors, subcontractors, tenants and lessees.

Section X.

Transfers And Encumbrances.

10.01 Prohibition Against Certain Transfers.

Prior to the issuance of a Certificate of Completion for Phase 1 the Developer shall not make, create or suffer to be made any sale, transfer, assignment, or conveyance with respect to this Agreement or the Property, or any part thereof or any interest therein, including but without limitation, any transfer or assignment of the beneficial interest in the trusts or any part thereof, or contract or agree to do any of the same, unless any such sale, transfer of property, or assignment is pursuant to Section 10.02. After the issuance of the Certificate of Completion as set forth in Section 5.06 of this Agreement and subsequent sale, transfer, deed assignment or conveyance, the Developer shall be released from any and all of its obligations hereunder relating to that portion of the Property being conveyed to the extent that any

such transferee assumes any such obligations which apply to that portion of the Property being conveyed. This paragraph shall not prohibit the sale or other transfer of any limited partnership interest in the Developer, which interests may be sold, assigned, issued or otherwise be transferred at any time without the consent of the Commissioner.

10.02 Allowable Transfers And Encumbrances And Execution Of Documents Affecting Title.

The Developer shall have the right to sell, transfer, assign or convey the Property or any portion thereof to a purchaser of a completed residential unit or upon the prior written consent of the City, shall be entitled to transfer any portion of the Property to any transferee who in the City's sole determination, demonstrates the financial capability and previous development experience necessary to satisfy the development obligations contained in this Agreement.

Prior to any sale, assignment or transfer of a part or all of any of the Property, Developer shall give written notice to the City of the proposed transferee and such information as the City may request in order to determine whether the proposed transferee meets the above criteria. Additionally, the proposed transferee must evidence by affidavit or certification that it agrees to be bound by the Development Guidelines, P.D., Master Plan I, the Redevelopment Plan, this Agreement and all federal, state and local laws, regulations, rules or ordinances then in effect including, but not limited to, any requirements imposed by the City pursuant to any ordinance, resolution or executive order, on entities doing business with the City.

The Developer shall have the right to encumber the Property with a mortgage from Hokkaido Takushoku Bank Ltd. in an amount not to exceed Twenty-five Million Dollars (\$25,000,000) (the "Hokkaido Mortgage") and the City hereby consents to such mortgage or any participation or assignment resulting therefrom. In the event of a default by the Developer under the Hokkaido Mortgage and the Hokkaido Takushoku Bank Ltd.'s acquisition of the Property pursuant to foreclosure or deed in lieu thereof, Hokkaido Takushoku Bank Ltd. shall be entitled to transfer or convey the Property without the consent of the City. Notwithstanding anything else to the contrary in this Agreement, Developer shall not be required to obtain the release of any liens, claims or encumbrances (including mechanic's and materialmen's liens) on the Property so long as Developer is contesting the validity of any such liens, claims, encumbrances or charges in good faith in accordance with the provisions of Section 3.14.

*Section XI.**Covenants Running With The Land.*

It is intended and agreed, that all covenants provided in this Agreement including specifically Section VIII and those special conditions set forth in Section XII shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit of and in favor of, and enforceable by the other party, and any successor in interest to the Property, or any part thereof, provided, however, that the covenants with respect to the construction of the Phase 1 T.I.F. Improvements shall be released upon the filing of the Certificate of Completion with the Recorder of Deeds of Cook County, Illinois.

*Section XII.**Special Conditions.***12.01 Establishment Of Parks And Open Space.**

The Developer shall provide for the establishment, landscaping and other improvements and dedication of parks and the establishment, landscaping and other improvements, and dedication or private maintenance of open space in accordance with the P.D., the Development Guidelines, Master Plan I and future master plans.

The parks and open space shall be completed by the Developer in accordance with the schedule set forth in the P.D., the Development Guidelines, the Master Plan I and future master plans.

12.02 Vacations, Dedications And Easements.

The Developer shall provide the Commissioner with a comprehensive schedule of proposed vacations, dedications and easements ("V.D.E.") prior to the issuance of the Series 1991A T.I.F. Bonds. Such schedule shall legally describe the V.D.E. contemplated for Phase 1 and shall generally describe, on a phase by phase basis, all V.D.E. with respect to the Property. Subject to the Commissioner's recommendation, D.O.P. shall cause an ordinance to be introduced to the City Council approving all or any portion of the V.D.E. in accordance with the compensation policy regarding V.D.E. then in effect. In no event however, shall the City be obligated to accept any public

improvement with respect to proposed dedications unless and until such public improvement complies with all City requirements.

12.03 Fiber Optics.

The Developer and the City agree that it will be necessary to relocate certain fiber optics transmission lines within the Property and that it is necessary to provide for an easement for such fiber optics facilities within the area contemplated for future dedication as public right-of-way as described on (Sub)Exhibit U attached hereto and the City agrees to accept such dedication without regard to the easement for fiber optics provided herein.

12.04 Freight Tunnels.

The Developer acknowledges the City's ownership of the freight tunnels depicted in (Sub)Exhibit V attached hereto and incorporated herein and the Developer further agrees not to challenge or contest the City's ownership of said freight tunnels. The Developer agrees not to damage or alter those freight tunnels specifically identified in (Sub)Exhibit V and further agrees to indemnify the City for any and all damage resulting from any action, directly or indirectly, on the part of the Developer.

Section XIII.

Miscellaneous Provisions.

13.01 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

13.02 Disclaimer.

Except as expressly provided herein, nothing contained in this Agreement nor any act of the City or Developer, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party

of joint venture, or of any association or relationship involving the City or the Developer.

13.03 Notices.

Unless otherwise specified, any notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified first class mail, return receipt requested.

If To City:

City of Chicago
Department of Planning
121 North LaSalle Street
Room 1000, City Hall
Chicago, Illinois 60602
Attention: Commissioner

If To Developer:

Central Station Development
Corporation
867 North Dearborn Street
Chicago, Illinois 60610
Attention: Mr. Gerald W.
Fogelson, President

With Copies To:

John J. George, Esq.
100 West Monroe Street
Suite 500
Chicago, Illinois 60603

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

13.04 Paragraph Headings.

The paragraph headings and references are for the convenience of the parties and not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

13.05 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13.06 Recordation Of Agreement.

The parties agree to execute and deliver this Agreement in proper form for recording and/or indexing in the appropriate land or governmental records.

13.07 Successors And Assignees.

The terms, covenants and conditions of this Agreement are to apply to and bind the successors and assignees of the City and the Developer.

13.08 Severability.

If any provision of the Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

13.09 Amendment.

This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties by the adoption of an ordinance or resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the parties or their successors in interest.

13.10 No Other Agreements.

Except as otherwise provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

13.11 Conflict.

If there is a direct conflict between any of the terms of this Agreement and the terms of the Bond Ordinance, the Bond Ordinance shall control and the parties agree that with respect to such terms and conflict, they will each comply with the Bond Ordinance.

In Witness Whereof, The parties hereto have executed this Agreement on the date hereinabove first mentioned.

City of Chicago

By: _____
Acting Commissioner,
Department of Planning

Central Station Development
Corporation, an Illinois corporation

Attest:

By: _____

By: _____

Its: _____

Its: _____

Chicago Title And Trust Company
Of Chicago, not personally, but as
Trustee of Trust No. 1093252
aforesaid

Attest:

By: _____

By: _____

Its: _____

Its: _____

Chicago Title And Trust Company
Of Chicago, not personally, but as
Trustee of Trust No. 1080000
aforesaid

Attest:

By: _____

By: _____

Its: _____

Its: _____

1304 South Indiana Limited
Partnership

Central Station Limited Partnership

By: _____

By: _____

Its: _____
General Partner

Its: _____
General Partner

[(Sub)Exhibits K, L, N, O and S attached to this Central
Station Redevelopment Agreement unavailable
at time of printing.]

[(Sub)Exhibits A through J, M, P, Q, R, T, U, W1 and W2 attached to this Central Station Redevelopment Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

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

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the executing of a lease agreement between the City of Chicago and Amoco Oil Company for operation of a service station on the Chicago Skyway, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Commissioner of the Department of General Services is hereby authorized to execute a lease between the City of Chicago and the Amoco Oil Company substantially in the form attached hereto, which would permit Amoco Oil Company to operate a service station on the Chicago Skyway. This lease is subject to approval of the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall be effective immediately upon its passage.

Lease Agreement attached to this ordinance reads as follows:

Amoco Six-Month Lease.

This Agreement, made this _____ day of June, 1991, by and between the City of Chicago, a municipal corporation of the State of Illinois, by and through its Department of General Services, whose address is 510 North Peshtigo Court, Room 6A, Chicago, Illinois 60611 (hereinafter referred to as "Lessor") and Amoco Oil Company, a Maryland corporation, with its main business office at 200 East Randolph Drive, Chicago, Illinois 60601 (hereinafter referred to as "Lessee"):

Whereas, Lessor agrees to lease certain premises to Lessee for the rental herein provided, and subject to the other covenants, conditions and terms herein provided, said premises being situated in the City of Chicago, County of Cook, State of Illinois, in that certain portion of the Chicago Skyway Tollway Bridge, designated in red on the plat of survey dated June 16, 1966,

attached hereto and incorporated herein as Exhibit A, hereinafter referenced to as "premises"; and

Whereas, This Agreement hereinafter referred to as "Lease" shall constitute the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences shall be interpreted to be incorporated within such Lease;

Now, Therefore, In consideration of the mutual covenants herein set forth, and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Term. In consideration of the covenants and agreements of the Lessee as set forth in this Agreement, Lessor does hereby lease the service station area as drawn on Exhibit A for a term of six (6) months commencing on _____, 1991 and ending on _____, 1991.

2. Use. Lessor agrees that Lessee shall have the privilege of using the premises, for the purpose of operating thereon a gasoline service station, and maintaining the buildings, driveways, and other improvements now located and existing thereon ("business"). If such use shall be forbidden, interfered with, limited, or prevented by legislation or regulation of federal, State or local government, or any agency thereof, by requests of any governmental authority, by war conditions or by any contingency beyond the control of Lessee, or if by any reason of any similar restriction, limitation, interference or prohibition, Lessee shall be unable to obtain adequate supplies of petroleum products essential to maintain reasonable use of the premises for the purposes stated, or, if because of any request or order of any governmental authority, the sale of gasoline at the premises is substantially curtailed, then and in such event, Lessee shall have the right to cancel this Lease by giving Lessor at least ten (10) days prior written notice of its intention to do so.

It is the express intent and purpose of this Agreement that Lessee may sell gasoline, diesel fuel, motor oil and automotive related products, accessories and service upon the demised premises. The Lessee may only offer for sale items that are directly related to the servicing of motor vehicles.

3. Rent. In consideration of the Lease, Lessee agrees to pay Lessor a fee of one cent (\$.01) per gallon on sales up to an annual volume of 675,000 gallons, and a fee of two and one-half cents (\$.025) per gallon on sales exceeding 675,000 gallons. This payment shall be due to the Lessor on the first day of the month but not later than the 15th day of each month for all motor vehicle fuel sold for the prior month.

All rent payments shall be made payable to the City of Chicago, Department of Revenue and be delivered or mailed to:

Bureau of Asset Management
City of Chicago
174 West Randolph
2nd Floor
Chicago, Illinois 60601

In the event, for any reason whatsoever, any rent payment required by this Lease is not received within fifteen (15) days after it is due, it is agreed that the amount due shall bear interest at the maximum legal rate. Any interest shall be payable immediately upon demand and shall not be considered as a deduction from the rent due.

4. Records. On or before the 15th day of the month, Lessee shall prepare and deliver a certified statement of daily sales for all fuels sold during the previous month indicating the total gallons of fuel dispensed.

The Lessor, its agents and employees shall, at reasonable times during regular business hours, be permitted access to and the right to a copy of such books, records, or reports of Lessee which pertain to the total gallons of fuel sold.

5. Destruction of Premises. In the event of partial or total destruction of the premises by fire or other hazard, operations will automatically be suspended until the Lessor determines whether reconstruction will be undertaken. The sole judgment of whether or not to rebuild the facility will rest with the Lessor. If the Lessor decides to terminate operations at the premises, then the respective rights and responsibilities of the Lessor and Lessee under this Agreement shall terminate without penalty to either party.

6. Cancellation. The Lessor may cancel this Lease Agreement upon the occurrence of any of the following events:

- (a) Upon the breach of any covenant or condition contained herein and Lessee fails to remedy the breach within 30 days after written notice by Lessor of the breach; or
- (b) In the event that Lessee ceases for a period of three days or more to conduct its operations, except for cessation caused by (1) physical damage to, or destruction of the premises which renders it impossible for the Lessee to conduct its service station operations; or (2) the inability of Skyway patrons for any reason to gain access to the service station area, provided that such physical damage or destruction, or interference with

access has not been caused in whole or in part by any action or inaction of the Lessee.

Any cancellation made under this paragraph shall be made by the City in writing and such cancellation shall be effective at the time designated by the Lessor in such writing.

Any waiver or any breach of the covenants contained herein to be kept and performed by Lessee, shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from proceeding under the provisions of this Lease.

7. Surrender of Premises. Upon the termination of the Lease, whether caused by lapse of time or otherwise, Lessee shall at once surrender possession of the premises. Upon surrender, all right, title, and interest of Lessee shall cease. If possession is not immediately surrendered, the City may take possession of the premises and expel or remove Lessee and those claiming by, through, or under it, by force, if necessary, without civil or criminal liability.

8. Hours of Operation. Lessee shall operate its business referred to in Section 2 above, upon the premises from 6:00 A.M. until 12:00 A.M. seven days per week during the term of this Lease.

9. Utilities. Lessee shall be solely responsible for the installation and cost of any utilities used at or furnished to the premises. The Lessor will in no event be liable for any interruptions or failure of utility services at the premises.

10. Assignability, Transfer or Sublet. The Lessee shall not assign or transfer, nor sublet the premises, without the express written approval of the Commissioner of the Department of General Services of the City of Chicago, which approval shall not be unreasonably withheld.

It is mutually understood and agreed that nothing contained in this Lease is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

11. Condition of Demised Premises. Lessee, at its own expense, shall keep the premises in a safe, sanitary and sightly condition and in good repair and shall yield the same back to Lessor upon the termination of this Lease in such condition and repair, ordinary wear and tear excepted, and if the premises shall not be so kept by Lessee, Lessor may enter the premises (without such entering causing or constituting a termination of the privilege or interference with the possession of the premises by Lessee) and do all things necessary to restore the premises to the condition herein

required, charging the cost and expense thereof to Lessee and Lessee agrees to pay Lessor, in addition to the rent and charges hereby reserved, all such costs and expenses.

Lessee covenants and agrees to keep the premises and improvements situated thereon free and clear of any and all liens in any way arising out of the use thereof by Lessee.

12. Indemnifications. The Lessee shall assume all rights incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by the operations on the premises and which arise from the use thereof by Lessee and shall indemnify, defend and save harmless the Lessor, its authorized agents and representatives from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatever kind or nature arising from directly or indirectly out of the operation of such business or resulting from carelessness, negligence or improper conduct of the Lessee, or any of its agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenues to Lessee resulting from Lessor's acts, omission or neglect in the maintenance and operation of the Chicago Skyway Toll Bridge.

13. Insurance. Lessee, at the expense of Lessee, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases name the Lessor as an additional insured thereunder.

Upon approval by the Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver a Certificate of Insurance to the Comptroller.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to

indemnify and save harmless Lessor under provisions of Section 9 of this Lease.

14. Rights of Ingress and Egress. Lessor hereby grants Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, guests, patrons and invitees; provided that such rights of access, ingress and egress are at all times exercised in conformance with any and all regulations promulgated by Lessor or other lawful authority, for the care, operation, maintenance and protection of the Chicago Skyway Toll Bridge and the public.

15. Notice. Notices to the City provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services of the City of Chicago, 500 North Peshtigo Court, Chicago, Illinois 60611, and to the Asset Manager, Department of General Services, Real Estate Division, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601. Notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

16. Governing Law. This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

17. Any and all improvements to the site shall be at the expense of the Lessee, and subject to the prior written consent of the Commissioner of the Department of General Services.

Execution of this Lease Agreement is authorized by ordinance of the City Council of the City of Chicago passed _____, (Council Journal of Proceedings pages _____).

In Witness Whereof, The parties have set their hands and seals this _____ day of _____, 1991.

Approved As To Form And Legality

City of Chicago, a municipal
corporation ("Lessor")By: _____
Assistant Corporation CounselBy: _____
Commissioner,
Department of General Services

Amoco Oil Company ("Lessee")

By: _____

[Exhibit "A" attached to this Lease Agreement
unavailable at time of printing.]

AUTHORIZATION FOR ISSUANCE OF BONDS BY ILLINOIS
DEVELOPMENT FINANCE AUTHORITY FOR WOMEN'S
TREATMENT CENTER PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of the issuance of bonds by the Illinois Development Finance Authority on behalf of the Women's Treatment Center, up to the amount of \$7,000,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Illinois Development Finance Authority ("I.D.F.A.") is authorized to issue bonds to finance industrial projects or public purpose projects in the State of Illinois pursuant to the provisions of the Illinois Development Finance Authority Act, Ill. Rev. Stat. Chapter 48, paragraph 850.01 et seq. (the "Act"); and

WHEREAS, The Women's Treatment Center, an Illinois not-for-profit charitable corporation (the "Center") desires to arrange for the financing of the acquisition, renovation and equipping of a 38,422 square-foot building, located at 140 North Ashland Avenue for use as a comprehensive drug and alcohol treatment facility (the "Project"); and

WHEREAS, I.D.F.A. has been requested to issue up to \$7,000,000 of tax-exempt bonds (the "I.D.F.A. Bonds") to finance the cost of the Project; and

WHEREAS, The Act provides, among other things, that I.D.F.A. may not issue bonds relating to the financing of an industrial project located within the jurisdiction of any municipality unless (1) notice of the proposed project and the financing therefor is submitted to the corporate authorities of the municipality and (2) such corporate authorities, within 45 days after mailing the notice either fail to notify I.D.F.A. of any resolution disapproving such project or notify I.D.F.A. that such municipality has adopted a resolution approving such project ("45-Day Notice Period"); and

WHEREAS, The City of Chicago (the "City") has been requested by I.D.F.A. to notify I.D.F.A. of the City's approval of the Project in connection with the issuance of the I.D.F.A. Bonds; and

WHEREAS, The Project will provide a benefit to the residents of the City; now, therefore,

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

SECTION 1. Approval of Project. Pursuant to the Act, the City Council of the City approves the Project and waives the City's right under the 45-Day Notice Period.

SECTION 2. Notice to I.D.F.A. The Mayor or the City Comptroller is authorized to notify I.D.F.A. that the City Council has approved the Project and waived the City's rights under the 45-Day Notice Period.

SECTION 3. Effective Date. This ordinance shall be effective from and after its passage.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH REZMAR CORPORATION FOR
REHABILITATION OF PROPERTY AT
5751 -- 5759 SOUTH MICHIGAN
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the entering and executing of a loan and security agreement between the City of Chicago and Rezmar Corporation for the rehabilitation of the property located at 5751 -- 5759 South Michigan Avenue, in an amount not to exceed \$645,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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"), 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 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, The D.O.H. has preliminarily reviewed and approved the making of a loan to a limited partnership to be formed ("Borrower") of which Rezmar Corporation is the sole general partner, in an amount not to exceed \$645,000 ("Loan"), to be funded from \$495,000 of Multi-Program Year XVII funds and \$150,000 of Rental Rehabilitation Program Year VI 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 the Rental Rehabilitation Program and, upon the execution and receipt of property 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:	A limited partnership to be formed with Rezmar Corporation as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.
Project:	Rehabilitation of a building located at 5751 -- 5759 South Michigan Avenue ("Property") and of 31 dwelling units contained therein as two- and three-bedroom units for low- and moderate-income families.
Loan:	Source: Multi-Program Year XVII.

Amount: Not to exceed \$495,000.

Source: Rental Rehabilitation Program
Year VI.

Amount: Not to exceed \$150,000.

Term: 30 years from the Payment Date
as defined below.

Interest: 1% per annum.

Repayment: An annual interest-only payment
of \$6,450 for the first two years.
Beginning in year 3 through year
30, monthly principal and
interest payments of \$1,631 will
be due based upon a 40-year
principal 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 10th month after the Loan
closing or (b) the first day of the
fourth month after final
disbursement ("Payment Date").

Security: Non-recourse loan; second
mortgage on the Property .

Additional
Financing:

1. Amount: \$553,630.
Term: 15 years.
Source: Harris Trust and Savings Bank.
Interest: Adjustable rate, not to exceed
14%.
Security: Non-recourse loan; first mortgage
on the Property.
2. Low-Income
Housing Tax
Credit
("L.I.H.T.C.")

Proceeds: Approximately \$428,794.

Source: To be derived from the
syndication by the General
Partner of \$80,000 L.I.H.T.C.
allocation by the City.

Total Project Costs: \$1,627,424.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED EXECUTION
OF LOAN AND SECURITY AGREEMENT WITH CHURCHVIEW
LIMITED PARTNERSHIP FOR REHABILITATION OF
PROPERTY AT 6250 SOUTH TALMAN AVENUE
AND 2642 WEST 63RD STREET.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending an ordinance which authorized a loan and security agreement for the rehabilitation of the property located at 6250 South Talman Avenue and 2642 West 63rd Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, By ordinance adopted on February 6, 1991 and published at pages 29540 through 29543 of the Journal of the Proceedings of the City Council of said date, the Commissioner of the Department of Housing ("D.O.H.") was authorized to enter into a loan agreement with Churchview Limited Partnership subject to certain terms and conditions (the "Prior Ordinance"); and

WHEREAS, Since the passage of the Prior Ordinance, Churchview Limited Partnership has requested and D.O.H. has approved an amended loan application which substitutes Greater Southwest Development Corporation, an Illinois not-for-profit corporation, as the borrower/applicant in place of Churchview Limited Partnership; 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 Prior Ordinance is hereby amended to substitute Greater Southwest Development Corporation as the borrower/applicant for the previously approved loan; all other terms and conditions of the Prior Ordinance shall remain in full force and effect.

SECTION 3. This ordinance shall be effective by and from the date of passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED EXECUTION
OF LOAN AND SECURITY AGREEMENT WITH AUSTIN MUTUAL
LIMITED PARTNERSHIP FOR REHABILITATION OF VARIOUS
PROPERTIES UNDER MULTI-UNIT REHABILITATION
ASSISTANCE PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance amending an ordinance which authorizes a loan and security agreement for the rehabilitation of the property located at 5501 -- 5505 West Congress Parkway, 5447 -- 5453 West Quincy Street and 5040 -- 5044 West Quincy Street, for the amount of \$759,066, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Council (the "City Council") of the City of Chicago (the "City") has previously authorized a loan by the City acting through its Department of Housing ("D.O.H.") to Austin Mutual Limited Partnership (the "Borrower") of an amount not to exceed \$759,066, to be funded from Community Development Block Grant ("C.D.B.G.") funds through D.O.H.'s Multi-Unit Rehabilitation Assistance Program Year XVII, in order to finance a portion of the costs of rehabilitation of property located at 5501 West Congress Parkway, 5447 West Quincy Street and 5040 West Quincy Street (the "Property") by an ordinance enacted on April 12, 1991 and published at pages 32193 -- 32197 of the Journal of the Proceedings of the City Council (the "Journal") of said date (the "Prior Ordinance"); and

WHEREAS, TNI Development Corporation, the managing partner of the Borrower, has requested and D.O.H. has reviewed and approved certain amendments to the Prior Ordinance including, among other things, a change in the description of the Borrower to reflect the inclusion of an additional general partner, Austin Mutual Residential Association, an Illinois not-for-profit corporation in formation; 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 Prior Ordinance is hereby amended by inserting the following language after the third Whereas clause thereof:

"Whereas, The Property (as defined in Exhibit A attached hereto) was conveyed to TNI Development Corporation by deeds recorded as document numbers 89046099, 89200091 and 3832370 on January 30, 1989, May 4, 1989 and October 3, 1989, respectively (the "Deeds") pursuant to the City's Tax Reactivation Program established by ordinance on September 9, 1987 published at pages 3367 -- 3370 of the Journal and as amended by ordinance on October 31, 1990 published at pages 22590 -- 22593 of the Journal and amended by ordinance on January 11, 1991 published at pages 28973 -- 28976 of the Journal (the "Program"); and

Whereas, The Deeds contain certain restrictive covenants running with the land for a 15-year period, and the City has determined to release these restrictions subject to the closing of the Loan (as hereinafter defined) and the recording of a certain regulatory agreement (the "Agreement") with respect to the Property pursuant to Section 42 of the Internal Revenue Code which provides similar restrictions on properties that have the benefit of low-income housing tax credits; and

Whereas, It is necessary to extend the periods contained in the Deeds with respect to completion of rehabilitation of the Property; and"

SECTION 3. Section 2 of the Prior Ordinance is hereby amended by adding the following language thereto: "The Mayor or the Commissioner of D.O.H. is hereby authorized to execute and the City Clerk to attest, upon the closing of the Loan and the recording of the Agreement, releases of and amendments to the restrictive covenants contained in the Deeds, subject to the approval of the Corporation Counsel".

SECTION 4. Exhibit A of the Prior Ordinance is hereby amended by deleting the first two paragraphs thereof and adding in place thereof the following:

"Borrower: Austin Mutual Limited Partnership ("Borrower"), a limited partnership in formation of which TNI Development Corporation and Austin Mutual Residential Association, an Illinois not-for-profit corporation in formation, will be the general partners with Chicago Equity Fund 1990 Partnership as the limited partner.

Project: Rehabilitation of three multi-family buildings located at 5501 -- 5503 West Congress Parkway, 5447 -- 5453 West Quincy Street and 5040 -- 5044 West Quincy Street (the "Property") totalling 41 units for low-and moderate-income families".

SECTION 5. Exhibit A of the Prior Ordinance is hereby amended by deleting the words "Five years deferred 2%" in item number two under "Additional Financing" and adding in place thereof "Not to exceed 2%".

SECTION 6. Exhibit A of the Prior Ordinance is hereby amended by deleting the words "General Partner" in item number three under "Additional Financing" and adding in place thereof "TNI Development Corporation".

SECTION 7. Exhibit A of the Prior Ordinance is hereby amended by deleting item number four under "Additional Financing" and adding in place thereof the following:

"4. Low-Income
Housing Tax
Credits
("L.I.H.T.C.")

Proceeds: Approximately \$837,879.

Source: To be derived from the syndication to Chicago Equity Fund 1990 Partnership of \$146,010 L.I.H.T.C. allocation by the City."

SECTION 8. Unless indicated to the contrary herein, all other provisions of the Prior Ordinance shall remain in full force and effect.

SECTION 9. This ordinance shall be effective as of the date of its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED EXECUTION
OF LOAN AND SECURITY AGREEMENT WITH REZMAR
CORPORATION FOR REHABILITATION OF
PROPERTY AT 4631 AND 4637 SOUTH
LAKE PARK AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending an ordinance which authorized a loan and security agreement for the rehabilitation of the property located at 4631 and 4637 South Lake Park 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 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Burke 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 a loan to a limited partnership to be formed ("Borrower") of which Rezmar Corporation is the sole general partner, in an amount not to exceed \$1,570,000 ("Loan"), to be funded from \$1,200,000 of Multi-Program Year XVII funds and \$370,000 of Rental Rehabilitation Program Year VI 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 D.O.H. Loan Committee and 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 Rental Rehabilitation 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:

A limited partnership to be formed with Rezmar Corporation as the sole general partner (the "General Partner") and others to be hereafter selected as limited partners.

Project: Rehabilitation of a building located at 4631 and 4637 South Lake Park Avenue ("Property") and of 65 dwelling units contained therein as two- and three-bedroom units for low- and moderate-income families.

Loan:

Source:	Multi-Program Year XVII.
Amount:	Not to exceed \$1,200,000.
Source:	Rental Rehabilitation Program Year VI.
Amount:	Not to exceed \$370,000.
Term:	15 years from the Payment Date as defined below.
Interest:	1% per annum.
Repayment:	A monthly principal and interest payment of \$3,969.83 based upon a 40-year principal 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 first anniversary of the Loan closing date ("Payment Date").
Security:	Non-recourse loan; second mortgage on the Property.

Additional Financing:

- Amount:** \$1,262,790 loan.
- Term:** 10 years, with a five-year renewal option on the part of the Lender.
- Source:** The Northern Trust Company.
- Interest:** Adjustable rate, not to exceed 15.5%.
- Security:** First mortgage on the Property.

2. Low-Income

Housing Tax
Credit
("L.I.H.T.C.")

Proceeds: \$1,200,000.

Source: To be derived from the
syndication by the General
Partner of \$250,000 L.I.H.T.C.
allocation by the City.

Total Project Costs: \$4,032,790.

AUTHORIZATION FOR CORPORATION COUNSEL TO
ENTER INTO AND EXECUTE SPECIFIED
SETTLEMENT AGREEMENTS.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three (3) orders authorizing the Corporation Counsel to enter into and execute settlement orders on the following cases: *Sylvia Johnson v. City of Chicago*, 82 L 20039-90-261 for the amount of \$275,000; *Marian Pockross v. City of Chicago*, 87 L 27407 for the amount of \$300,000; and *Joseph Ward v. City of Chicago*, 85 L 6961 for the amount of \$340,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers 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):

Sylvia Johnson 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: *Sylvia Johnson v. City of Chicago*, 82 L 20039-90-261, in the amount of \$275,000.

Marian Pockross 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: *Marian Pockross v. City of Chicago*, 87 L 27407, in the amount of \$300,000.

Joseph Ward 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 Ward v. City of Chicago*, 85 L 6961, in the amount of \$340,000.

AMENDMENT OF ORDINANCE WHICH CREATED GOVERNING
BOARD OF CENTRAL AREA CIRCULATOR.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the amending of the ordinance establishing the Governing Board of the Central Area Circulator, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Section 3 of the ordinance creating the Governing Board of the Central Area Circulator, appearing in the February 6, 1991 Journal of Council Proceedings on pages 29809 -- 29810, is hereby amended by inserting the language italicized and deleting the language bracketed as follows:

Section 3. *Central Area Circulator Board.* There is hereby created the Board, as defined in Section 2(B) hereof. The Board shall be composed of ten members. Six of the members (the "Public Sector Members") shall consist of [the Chief Financial Officer of the City, the Commissioner of the Department of Planning, the Commissioner of the Department of Public Works, the Comptroller of the City] *four appointments by the Mayor from the Mayor's Office or his Department Heads*, the Chairman of the Board of the Regional Transportation Authority and the Chairman of the Board of the Chicago Transit Authority.

SECTION 2. This ordinance shall take effect upon its passage and approval.

LEVY OF TAXES ON ALL TAXABLE PROPERTY WITHIN
SPECIAL SERVICE AREA NUMBER TWELVE
(CENTRAL AREA CIRCULATOR).

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the tax levy on taxable property within Special Service Area No. 12 in the amount of \$14,000,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, Cook and DuPage Counties, Illinois (the "City") is a duly constituted and existing municipality within the meaning of Article VII of the 1970 Constitution of the State of Illinois and is a "home rule unit" under that Article VII; and

WHEREAS, The City Council of the City by ordinance adopted on February 6, 1991 (the "Establishment Ordinance") established the area within the City known and designated as "City of Chicago Special Service Area Number 12" (the "Area"), pursuant to the Constitution of the State of Illinois and to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties", as amended (the "Special Service Act") and to the provisions of the Revenue Act of 1939, as amended; and

WHEREAS, The boundary of the Area consists of the territory located within the following perimeter:

Oak Street between Lake Michigan and LaSalle Street;
LaSalle Street between Oak Street and Ohio Street;
Ohio Street between LaSalle Street and Kingsbury Street;
Kingsbury Street between Ohio Street and Grand Avenue;
Grand Avenue between Kingsbury Street and Desplaines Street;

Desplaines Street between Grand Avenue and Polk Street;
Polk Street between Desplaines Street and State Street;
State Street between Polk Street and the Stevenson Expressway
(Interstate 55);
The Stevenson Expressway (Interstate 55) between State Street and
Lake Park Avenue;
Lake Park Avenue between 25th Street and 26th Street;

26th Street (extended) from Lake Park Avenue to Lake Michigan; and
Lake Michigan between 26th Street (extended) to Oak Street.

but not including any property which is classified from time to time as residential property or classified as the residential component of a non-residential property within the Cook County Real Property Classification Ordinance, adopted November 29, 1976, as amended (the "Classification Ordinance"). In the event the County Clerk is unable to determine the non-residential component of specific parcels based upon the permanent real estate index numbers provided to it by the County Assessor, the inclusion of property in the Area shall be based on the major classification of such property under the Classification Ordinance. The Area is described in detail in Exhibit A attached to and made a part of this Ordinance; and

WHEREAS, The purpose of the Area is to provide a public transportation system and facilities for the Area, including public transportation vehicles and lines such as for light rail, bus or other transportation modes, stations and related facilities (the "Central Area Circulator") and the special services consist of the development and operation of the Central Area Circulator,

including but not limited to, planning, designing, engineering, acquiring, constructing, installing, repairing, equipping, operating, maintaining, renovating, or otherwise providing public transportation and related facilities principally within the outer perimeter of the Area, said special services being in addition to services provided by and to the City generally; and

WHEREAS, The Establishment Ordinance authorized the levy of an annual ad valorem property tax (the "Special Service Tax") upon the taxable property located in the Area to produce revenue required to provide the special services. The Special Service Tax shall not be extended at a rate in any year in excess of 0.175% of the equalized assessed valuation of the taxable property located in the Area. The maximum rate at which the Special Service Tax shall be extended in any year shall be further limited to an amount not to exceed the difference between 0.25% and the aggregate rate at which the ad valorem real property taxes levied to pay principal of and interest on the bonds and the notes are extended in that year as provided in the Establishment Ordinance. The Special Service Tax shall be in addition to all other taxes provided by law, including the tax levied to pay principal of and interest on the bonds and the notes, and shall be levied and extended pursuant to the provisions of the Revenue Act of 1939, as amended, and the Special Service Act. This limitation shall not be construed to limit the rate or amount of the ad valorem real property tax levied to pay principal and interest when due on the bonds or the notes; and

WHEREAS, It is anticipated that one-third of the funds for the Central Area Circulator will come from a local source in the form of the Special Service Tax; and

WHEREAS, It is necessary and appropriate that the special services be provided in the Area for its fiscal year beginning January 1, 1992, and that the Special Service Tax for tax year 1991 be levied against the taxable property located in the Area to produce revenue required to provide the special services in accordance with the budget for the Area; now, therefore,

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

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

SECTION 2. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services principally within the outer perimeter of the Area for the fiscal year commencing January 1, 1992, which special services are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Special Service Tax upon the taxable property located in the Area indicated as follows:

*Special Service Area Number 12 Tax Levy
Central Area Circulator
Fiscal Year 1992.*

Expenditures.

Design/Engineering/Administration	\$14,000,000

Source Of Funds.

Special Service Tax levy at a rate not to exceed 0.175% of the equalized assessed valuation of the taxable property located in Special Service Area Number 12.	\$14,000,000

SECTION 3. There is hereby levied pursuant to the provisions of the Constitution of the State of Illinois, the Special Service Act, as amended; the Revenue Act of 1939, as amended; and the Establishment Ordinance, the sum of \$14,000,000 as the amount of the Special Service Tax for the tax year 1991 upon the taxable property located in the Area.

SECTION 4. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this Ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Special Service Tax at an annual rate not to exceed 0.175% of the equalized assessed valuation of the taxable property located in the Area. The Special Service Tax shall be extended for collection by the County Clerk for the tax year 1991 upon the taxable property located in the Area and shall be in addition to and in excess of all other taxes levied and extended upon the taxable property located in the Area.

SECTION 5. No Special Service Tax shall be levied upon any taxable property located in the Area which is classified from time to time as residential property or classified as the residential component of a non-residential property within the Classification Ordinance. In the event the County Clerk is unable to determine the non-residential component of

specific parcels based upon the permanent real estate index numbers provided to it by the County Assessor, the inclusion of property in the Area shall be based on the major classification of such property under the Classification Ordinance.

SECTION 6. This Ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 7. 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 the remaining provisions hereof. If the application of any section, paragraph, clause or provision of this Ordinance to any person or circumstance is held invalid, it shall not affect the application of such section, paragraph, clause or provision to such persons or circumstances other than those for which it was held invalid.

SECTION 8. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

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

Exhibit "A".

Beginning at the intersection of the westerly shoreline of Lake Michigan and the center line of East Oak Street as extended east thereto; thence west along said center line to the center line of North State Street; thence south along said center line to the south line of West Oak Street as extended east; thence west along said south line to the center line of North LaSalle Street; thence south along said center line to the south line of West Ohio Street; thence west along said south line to the center line of North Kingsbury Street; thence southerly along said center line to the intersection with the center line of West Grand Avenue as extended easterly from the North Branch of the Chicago River; thence westerly along the center line of West Grand Avenue to the center line of North Desplaines Street; thence south along said center line to the center line of West Madison Street (being the south line of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian); thence west along said center line to the center line of South Desplaines Street; thence south along said center line to the center line of West Polk Street as widened; thence east along said center line to the east bank of the South Branch of the Chicago River; thence continuing east along the south line of West Polk Street to the center line of South State Street (being the east line of Section 16, Township 39 North, Range 14 East

of the Third Principal Meridian); thence south along said center line to the center line of West Roosevelt Road (being the southeast corner of said Section 16); thence continuing south along the center line of South State Street (being the east line of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian) to the center line of West Cermak Road (being the southeast corner of said Section 21); thence continuing south along the center line of South State Street (being the east line of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian) to the southerly right-of-way line of the Adlai E. Stevenson Expressway; thence easterly along said southerly right-of-way line to the south line of Lot 8 in the subdivision of Block 59, in Canal Trustee's Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian; thence east along said south line of Lot 8 and the easterly extension thereof to the east line of the public alley east and adjoining said Lot 8; thence north along the east line of said public alley to the southerly right-of-way line of the Adlai E. Stevenson Expressway; thence easterly along said right-of-way line to the east line of South Dr. Martin Luther King, Jr. Drive; thence north along said east line to the south line of East 25th Street; thence east along said south line to the westerly right-of-way line of the Illinois Central Railroad; thence southerly along said right-of-way line to the south line of the northeast fractional quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian; thence east along said south line to the westerly shoreline of Lake Michigan; thence meandering northerly along said westerly shoreline (including within the boundary all docks, wharves and other structures from time to time existing and extending into Lake Michigan) to the point of beginning, excepting therefrom any property which is classified from time to time as residential under the Cook County Real Property Classification Ordinance, adopted November 29, 1976, as amended, all within the City of Chicago, Cook County, Illinois.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH
CMC HEARTLAND PARTNERS FOR USE OF GALEWOOD
YARD PROPERTY TO CONDUCT PURSUIT DRIVING
TRAINING EXERCISES FOR CHICAGO
POLICE OFFICERS.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 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 with CMC Heartland Partners, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Superintendent of Police is hereby authorized to execute, subject to the approval of the Corporation Counsel as to form and legality, a right of entry with CMC Heartland Partners, a Delaware general partnership, releasing CMC Heartland Partners from liability and indemnifying it for all types of injuries, damages or claims suffered by the City and its employees due to the City's negligence during the Chicago Police Department pursuit driving training on part of CMC Heartland Partners property, depicted on Exhibit B hereto, and commonly known as Galewood Yard, any such right of entry to be substantially in the form attached hereto as Exhibit A.

SECTION 2. This ordinance shall take effect upon passage.

[Exhibit "B" attached to this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

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

Exhibit "A".

Right Of Entry.

For and in consideration of CMC Heartland Partners ("CMC") granting to the Chicago Police Department permission to use that part of CMC's property, depicted on Exhibit B hereto, and commonly known as Galewood Yard, for the purpose of conducting pursuit driving training, the City of Chicago ("City") agrees that:

1. The City is solely responsible for inspecting, preparing and maintaining the property in a condition suitable for the City's intended use and shall remove all debris, equipment or other personal property brought onto the Property by the City from the Property at the end of the term of this right of entry.
2. The City releases CMC, its partners, agents, officials and employees from any and all liability whatsoever for any injuries, damages and claims the City may sustain on the Property during the term of this right of entry, except those resulting from willful, wanton, or grossly negligent conduct by CMC.
3. The City shall indemnify, defend, keep and save harmless CMC, its partners, agents, officials and employees against all injuries, death, loss, damages, claims, suits, liabilities, judgments, costs and expenses arising out of the use of the property by the City, its agents and employees during the term of this right of entry, except those resulting from willful, wanton or grossly negligent conduct by CMC.
4. The term of this right of entry is June 1, 1991 through December 31, 1991.

The undersigned represent and warrant that they have authority to accept and grant, respectively, this right of entry and to bind their respective agencies or firms to its terms and conditions.

City of Chicago

CMC Heartland Partners

By: _____
Superintendent of Police

By: _____

Date: _____

Date: _____

Approved As To Form And Legality:

Assistant Corporation Counsel
City of Chicago

**AUTHORIZATION FOR EXECUTION OF CITY/STATE PROJECT
AGREEMENT FOR IMPROVEMENT OF PORTIONS OF
ARCHER AVENUE, DAMEN AVENUE AND
35TH STREET.**

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the executing of a Project Agreement with the State of Illinois for the improvement of Archer Avenue from Damen to Hoyne Avenue, in the amount of \$1,440,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 the improvement of Archer Avenue from Damen Avenue to Hoyne Avenue/35th Street, of Damen Avenue from Archer Avenue to 36th Street, and of 35th Street from Damen Avenue to Archer Avenue/Hoyne Avenue described therein, said agreement to be substantially in the following form:

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

SECTION 2. 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.

Improvement Of Archer Avenue (F.A.U. 3551) From Damen
Avenue To Hoyne Avenue/35th Street, Of Damen Avenue
(F.A.U. 2850) From Archer Avenue To 36th Street,
And Of 35th Street (F.A.U. 1474) From Damen
Avenue To Archer Avenue/Hoyne Avenue.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the above-referenced streets, hereinafter referred to as the "Project" and identified in numbered 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, 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 that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, The State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation and Uniform Relocation Assistance Act of 1987 or subsequent federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

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

Whereas, Under the federal regulations, certain written Agreements for the Project may be required.

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 contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided in numbered paragraph 12, 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, specifications and estimates of cost for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.
7. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Projects.

The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

10. That, upon completion of the improvement, the City will maintain or cause to be maintained those portions of the improvement under its established jurisdictional authority, in a manner satisfactory to the State and Federal Highway Administration. The State will maintain or cause to be maintained those portions of the improvement under its established jurisdictional authority, in a manner satisfactory to the Federal Highway Administration.
11. That said Project generally consists of the improvement of Archer Avenue from Damen Avenue to Hoyne Avenue/35th Street, of Damen Avenue from Archer Avenue to 36th Street, and of 35th Street from Damen Avenue to Archer Avenue/Hoyne Avenue.

The driving surfaces on Archer Avenue, on Damen Avenue and on 35th Street within the limits of the Projects will be removed. The pavement base will be repaired as necessary and new driving surfaces will be applied. Deteriorated curbs, gutters and sidewalks will be reconstructed. Vaulted sidewalks will be filled as necessary and sidewalk ramps for the handicapped and pavement markings will be provided. Drainage structures will be adjusted as necessary and trees will be planted where appropriate. Existing traffic signal B-bases and a mountable concrete median on Archer Avenue will be removed.

All four approaches to the intersection of Damen Avenue with 35th Street will be throat-widened in order to provide for left-turn channelization. At the intersection of 35th Street with Archer Avenue/Hoyne Avenue, both 35th Street approaches will be throat-widened in order to provide for left-turn channelization. Archer Avenue will simply be restriped in order to provide for left-turn channelization for northeastbound traffic. Traffic signals at all three intersections will be modernized and interconnected and all other appurtenances necessary to complete the Project in accordance with approved plans and specifications will also be provided.

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

Contract Construction	\$ 875,000
Force Account Construction (City)	475,000
Construction Engineering/Supervision	<u>90,000</u>
TOTAL:	\$1,440,000

and that based upon the current ratio of federal to non-federal (State) funds for federal-aid urban system projects, the estimated proportional participation for the Project will be:

Federal-Aid Share (F.A.U.) (75% of \$1,440,000)	\$1,080,000
Non-Federal Share (State) (25% of \$1,440,000)	<u>360,000</u>
TOTAL:	\$1,440,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$360,000 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the costs of any work not eligible for federal participation.
14. That standard federal-aid procedures and requirements shall apply to all phases of this Project.
15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$1,440,000) as authorized by the City Council.
16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1994.
17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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;
- (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;

* 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.

- (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:

By: _____
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.

AUTHORIZATION FOR EXECUTION OF CITY/STATE PROJECT
AGREEMENT TO PROVIDE PRELIMINARY ENGINEERING
FOR IMPROVEMENT OF MICHIGAN AVENUE,
BETWEEN OAK STREET AND
14TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the executing of a Project Agreement with the State of Illinois for preliminary engineering for the improvement of Michigan Avenue between Oak Street and 14th Street, in the amount of \$70,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Preliminary Engineering for the Improvement of Michigan Avenue between Oak Street and 14th Street described therein, said agreement to be substantially in the following form:

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

SECTION 2. 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.

Preliminary Engineering For The Improvement Of Michigan
Avenue Between Oak Street And 14th Street.

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

Whereas, The Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, 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, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of Michigan Avenue between Oak Street and 14th Street, hereinafter called the "Project"; and

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

Whereas, 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 3 line item of that Memorandum of Understanding which provides \$33,000,000 for City highway and bridge capital improvements is the basis for the State funds provided under this Agreement; and

Whereas, The City and the State have concurred in the use of such State funds for Preliminary Engineering for the Project.

The State Hereby Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the Preliminary Engineering of the Project, as hereinafter provided in numbered paragraph 7, upon receipt of progressive billings supported by documentation as required by the State.
2. To give administrative assistance and guidance to the City during the performance of Preliminary Engineering and to review and approve without delay, all submittals which require State review, approval or other action.

The City Hereby Agrees:

3. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare the design and location studies, hold the required public hearings, prepare the required environmental studies and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the project, all of which is considered to be Preliminary Engineering.
4. To finance the work pending progressive reimbursement by the State of the costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of Preliminary Engineering for the Project.
5. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State.
6. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

The Parties Hereto Mutually Agree:

7. That the estimated costs of the Preliminary Engineering covered and described by this Agreement are:

Preliminary Engineering \$70,000
(State Only Funds)

TOTAL: \$70,000

8. That the City shall be responsible for 100% of the cost of any work not eligible for State participation.

9. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Preliminary Engineering for the Project (\$70,000) as authorized by the City Council.
10. That this Agreement and the covenants contained herein shall be void ab initio in the event the Preliminary Engineering work contemplated herein is not underway by December 1, 1994.
11. That all prior Agreements, or portions thereof, between the City and the State which refer to the Preliminary Engineering for the Project are superseded by 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;

* 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.

- (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;
- (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:

By: _____
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.

AUTHORIZATION FOR EXECUTION OF AMENDMENT NUMBER
ONE TO CITY/STATE PROJECT AGREEMENT WHICH
PROVIDES FOR IMPROVEMENT OF MICHIGAN
AVENUE BRIDGE OVER CHICAGO RIVER
AND ADJOINING VIADUCT.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 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 amendment to a project agreement with the State of Illinois for the improvement of the Michigan Avenue Bridge over the Chicago River and the adjoining viaduct, in the amount of \$30,000,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, an amendment to a project agreement with the State of Illinois providing for the improvement of the Michigan Avenue Bridge over the Chicago River, and the adjoining viaduct described therein, said amendment to be substantially in the following form:

[Amendment Number One to 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.

Amendment Number One to City/State Project Agreement attached to this ordinance reads as follows:

*Amendment Number One To A City-State Project Agreement
Providing For The Improvement Of The Michigan
Avenue Bridge Over The Chicago River,
And The Adjoining Viaduct
In The City of Chicago, Cook County, Illinois.*

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

This Amendment is by and between the State of Illinois, acting through its Department of Transportation, hereinafter referred to as the "State" and the City of Chicago, acting through its Department of Public Works, hereinafter referred to as the "City".

Whereas, On December 19, 1990, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 27668 through 27673); and

Whereas, On March 4, 1991, the "City" and the "State" entered into the aforementioned Agreement; and

Whereas, Numbered paragraph 12 and numbered paragraph 15 of the aforementioned Agreement contain the estimated costs and the division of financial responsibilities for the Project; and

Whereas, The "City" and the "State" are desirous of updating and revising the estimates of cost and of increasing the upper limit of State participation in the Project in order to reflect updated cost estimates.

Now, Therefore, It Is Mutually Agreed, That numbered paragraph 12 and numbered paragraph 15 of the aforementioned Agreement be revised to read as follows:

- "12. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$25,827,050
Force Account Construction	1,668,126
Construction Engineering/Supervision	<u>2,504,824</u>
TOTAL:	\$30,000,000

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

Federal-Aid Share (IX)	\$25,500,000
(85% of \$30,000,000)	
Non-Federal Share (State)	
(15% of \$30,000,000)	<u>4,500,000</u>
TOTAL:	\$30,000,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$4,500,000 with any non-federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement."

15. "That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$30,000,000) as authorized by the City Council."

It Is Further Mutually Agreed, All items contained in the original City/State Agreement and any subsequent executed Amendment which are not in conflict with this Amendment shall remain in full force and effect.

It Is Further Mutually Agreed, This Amendment to the Agreement shall be binding and inure to the benefits of the parties hereto, their successors and assigns.

In Witness Whereof, The City and State have caused this Amendment to the 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 _____, 19____.

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 _____, 19____.

Department of Transportation

By: _____
Director of Highways

AUTHORIZATION FOR EXECUTION OF CITY/STATE PROJECT
AGREEMENT FOR PRELIMINARY ENGINEERING FOR
IMPROVEMENT OF INTERSECTIONS OF KOSTNER
AVENUE WITH IRVING PARK ROAD AND
WITH MONTROSE AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the executing of a Project Agreement with the State of Illinois for preliminary engineering of improvements at the intersections of Kostner Avenue with Irving Park Road, and Kostner Avenue with Montrose Avenue, in the amount of \$25,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 preliminary engineering for the improvement of the intersections of Kostner Avenue with Irving Park Road and with Montrose Avenue described therein, said agreement to be substantially in the following form:

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

SECTION 2. 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.

Preliminary Engineering For The Improvement Of
The Intersections Of Kostner Avenue
With Irving Park Road And With
Montrose Avenue.

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

Whereas, The Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes 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, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of the intersections of Kostner Avenue with Irving Park Road and with Montrose Avenue, hereinafter called the "Project"; and

Whereas, The City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force account construction, all of which are hereinafter referred to as "Preliminary Engineering"; and

Whereas, 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 3 Line Item of that Memorandum of Understanding which provides \$20,000,000 to be obligated by the State, for non-federal aid street and bridge projects within the City is the basis for the State funds provided under this Agreement; and

Whereas, The City and the State have concurred in the use of such State funds for Preliminary Engineering for the Project.

The State Hereby Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the Preliminary Engineering of the Project, as hereinafter provided in numbered paragraph 7, upon receipt of progressive billings supported by documentation as required by the State.

2. To give administrative assistance and guidance to the City during the performance of Preliminary Engineering and to review, and approve without delay, all submittals which require State review, approval or other action.

The City Hereby Agrees:

3. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare the design and location studies, hold the required Public Hearings, prepare the required environmental studies and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocations and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the Project, all of which is considered to be Preliminary Engineering.
4. To finance the work pending progressive reimbursement by the State of the costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Preliminary Engineering for the Project.
5. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State.
6. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

The Parties Hereto Mutually Agree:

7. That the estimated costs of Preliminary Engineering covered and described by this Agreement are:

Preliminary Engineering \$ 25,000
(State Only Funds)

TOTAL: \$ 25,000

8. That the City shall be responsible for 100% of the cost of any work not eligible for State participation.
9. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of Preliminary Engineering for the Project (\$25,000) as authorized by the City Council.
10. That this Agreement and the covenants contained herein shall be void ab initio in the event the Preliminary Engineering work contemplated herein is not underway by December 1, 1994.
11. That all prior Agreements, or portions thereof, between the City and the State which refer to the Preliminary Engineering for the Project are superseded by 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;

* 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.

- (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;
- (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.

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
AGREEMENT WITH CHICAGO TRANSIT AUTHORITY FOR
ACCEPTANCE OF REGIONAL TRANSPORTATION
AUTHORITY FUNDS FOR LOOP ELEVATED
REHABILITATION PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering of an agreement with the Chicago Transit Authority to accept Regional Transportation Authority funds for the Loop Elevated Rehabilitation Project in the amount of \$1,047,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, Since its construction in 1897, the Loop Elevated Structure has been subject to repair, component replacement and modification in order to maintain the Loop Elevated as a functioning part of the transit system of the City of Chicago (the "City"); and

WHEREAS, The City has initiated the Loop Elevated Rehabilitation Project to restore the structural soundness and safety to approaches to the Loop Elevated to improve patron accessibility and service, and to increase operational efficiency and preserve the Loop Elevated as a significant historic resource (the "Project"); and

WHEREAS, By ordinances passed February 10, 1982 (Council Journal of Proceedings page 9398), September 15, 1982 (Council Journal of Proceedings page 12116), March 9, 1983 (Council Journal of Proceedings pages 16283 through 16286) and December 16, 1983 (Council Journal of Proceedings page 4012), the City Council authorized the execution of grant contracts for the Project between the City and the Urban Mass Transportation Administration ("U.M.T.A.") and between the City and the Illinois Department of Transportation ("I.D.O.T.") in the aggregate amount of \$117,000,000; and

WHEREAS, By ordinance passed September 23, 1987 (Council Journal of Proceedings pages 3857 through 3860), the City Council authorized the Mayor to accept additional funding in the amount of \$350,000 from the North Loop Transportation Center Limited Partnership to apply to the cost of construction services on the Project; and

WHEREAS, By ordinance passed May 10, 1989 (Council Journal of Proceedings pages 543 through 544), the City Council authorized the Commissioner of the Department of Public Works (the "Commissioner") to

accept additional funding in the amount of \$50,000 from Stein & Company to be applied to the cost of stair relocation work on the Project; and

WHEREAS, By ordinance passed July 12, 1990 (Council Journal of Proceedings pages 18186 through 18188), the City Council authorized the Commissioner to enter into a Memorandum of Understanding with Miglin-Beitler Developments to accept additional funding in the amount of \$208,000 to be applied to the cost of architectural design and engineering services on the Project; and

WHEREAS, It will be necessary for the Regional Transportation Authority ("R.T.A.") and the City to provide a portion of the 15% local match for federal funds in an amount not to exceed \$1,047,000 from the R.T.A. (the "R.T.A. Share") and an amount not to exceed \$68,175 from the City (the "City Share"); and

WHEREAS, The R.T.A. Share will be granted to the Chicago Transit Authority (the "Authority") and the Authority will reimburse the City for the R.T.A. Share for work on the Project performed by the City and it is now necessary that the Mayor be authorized to enter into agreements with the Authority for the R.T.A. Share; and

WHEREAS, This Project was included in the 1991 Annual Appropriation Ordinance, "Fund 925-Grant Funds" approved by the City Council on November 7, 1990 (Council Journal of Proceeding pages 23799 -- 23805); and

WHEREAS, There will be no change in the total Project cost, and funding will be allocated as follows:

U.M.T.A.	I.D.O.T./ R.T.A.	City Of Chicago	Private Developers	Total
\$99,450,000	\$17,481,825	\$68,175	\$608,000	\$117,608,000

; now, therefore,

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

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

SECTION 2. The Mayor or the Commissioner is hereby authorized to execute and the City Clerk to attest and the Comptroller of the City to approve, as the case may be, subject to the approval of the Corporation

Counsel, intergovernmental agreements and amendments thereto with the Authority for funds in an amount not to exceed \$1,047,000 for the Project.

SECTION 3. The Mayor or the Commissioner is hereby authorized to set forth and execute affirmative minority business policies in connection with the Project's procurement needs, such as materials and services necessary for the completion of the Project.

SECTION 4. The Commissioner is authorized to carry out the Project in accordance with applicable federal, state and City statutes, ordinances or regulations.

SECTION 5. The City Council hereby appropriates the R.T.A. Share or such amount as may actually be received from the R.T.A. and/or the Authority for the Project and further appropriates the City Share from City Account Number 100-99-2005-0991.

SECTION 6. The Comptroller of the City is hereby directed to disburse the R.T.A. Share received and the City Share of funds as required to carry out the Project.

SECTION 7. This ordinance shall be in full force and effect on and from the date of its passage.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE
FEE EXEMPTIONS, CANCELLATION OF WATER RATES,
REFUND OF FEES AND WAIVERS OF FEES FOR
CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (November 28, December 19, 1990, February 6, April 12, May 9, 22, June 12 and 28, 1991) sundry proposed ordinances and orders transmitted herewith, to authorize the issuance of free permits, license fee exemptions, cancellation of water rates, refund of fees and waivers 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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.

Board Of Education.
(Avondale Elementary 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 Board of Education of the City of Chicago for the construction of an addition to the Avondale Elementary School on the premises known as 3212 West George 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.

Chicago Lighthouse For The Blind.

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 Chicago Lighthouse for the Blind for alterations and construction of additions to existing structure on the premises known as 1850 West Roosevelt Road.

Said building shall be used exclusively for the visually handicapped 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.

Chicago Loop Synagogue.

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 Chicago Loop Synagogue for remodeling existing facilities on the premises known as 16 South Clark Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Participating Vendors In
German-American Fest.*

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to issue, free of charge, vendor permits to participants in the German-American Fest, to be conducted in the Lincoln Square area located at North Lincoln Avenue and West Leland Avenue, for the period of Friday, September 20, 1991, from 6:00 P.M. to 12:00 Midnight; Saturday and Sunday, September 21 and 22, 1991, from 1:00 P.M. to 12:00 Midnight.

*Participating Vendors In Neighborhood
Razz Ma Tazz Festival.*

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to issue, free of charge, vendor permits to the participants in the Neighborhood Razz Ma Tazz Festival, to be conducted in Wells Park located at North Lincoln Avenue and West Montrose Avenue, on Sunday, July 14, 1991, from 12:00 Noon to 10:00 P.M.

LICENSE FEE EXEMPTIONS.

*General Businesses.**Moody Bible Institute.*

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

SECTION 1. Pursuant to Chapter 101, Section _____ of the Municipal Code of Chicago, the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to issue a General Business License, free of charge, to the Moody Bible Institute, 820 North LaSalle Drive, for the year 1991.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Roseland Community Hospital.

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

SECTION 1. That the Director of the Department of Revenue of the City of Chicago issue a Business License (corporation), free of charge, to the Roseland Community Hospital, 45 West 111th Street, for the year 1991.

SECTION 2. This ordinance shall take effect upon its passage and publication.

*Day Care Centers.**Altgeld Gardens Nursery School.*

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Altgeld Gardens Nursery School
941 East 132nd Street.

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

Austin Saint Paul's Lutheran Day Care Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires on April 30, 1992:

Austin Saint Paul's Lutheran Day Care Center
5035 West Ohio Street
Chicago, Illinois 60644.

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

Christian Community Services.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1992:

Christian Community Services
5704 West Midway Park.

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

Christopher House Day Care Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires on April 30, 1992:

Christopher House Day Care Center
1100 West Lawrence Avenue.

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

Faith Lutheran Church.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of

Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of license fees for the current license period which expires April 30, 1992:

Faith Lutheran Church
6201 West Peterson Avenue
Chicago, Illinois 60646.

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

Grant Day Care, Incorporated.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the annual license fee for the current license period which expires April 30, 1991:

Grant Day Care, Incorporated
4025 South Drexel Avenue.

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

Mount Greenwood Community Christian Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of

Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period which expires April 30, 1991:

Mount Greenwood Community Christian Center
11249 South Spaulding Avenue.

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

Temple Sholom Model Cities Day Care Center.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the annual license fee for the current license period which expires April 30, 1992:

Temple Sholom Model Cities Day Care Center
3480 North Lake Shore Drive.

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

Wings Preschool Inc.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but

where a charge is made for the care of children, is hereby exempted from payment of the annual license fee for the current license period which expires April 30, 1992:

Wings Preschool, Inc.
6337 West Cornelia Avenue.

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

Dispensaries.

American Indian Health Service Of Chicago, Inc.

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

SECTION 1. Pursuant to the Municipal Code of Chicago Section 4-68-060 (Prior Code Section 118-5) and in accordance with favorable investigation by the Department of Health, the American Indian Health Service of Chicago, Inc., 838 West Irving Park Road, is hereby exempted from payment of the annual dispensary license fee as provided in the Municipal Code Section 4-68-050 (Prior Code Section 118-4), for the year 1991.

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

Humboldt Park Family Health Center.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Humboldt Park Family Health Center, 2750 West North Avenue, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1991.

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

Infant Welfare Society Of Chicago.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Health, the following institution is hereby exempted from the payment of the annual dispensary license fee for the year 1991:

Infant Welfare Society of Chicago
1931 North Halsted Street.

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

Home.

Washington And Jane Smith Home.

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 the City 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 1991:

Washington and Jane Smith Home
2340 West 113th Place.

SECTION 2. This ordinance shall be effective from and after its passage.

Hospitals.

Illinois Masonic Medical Center.

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

SECTION 1. Pursuant to Section 4-140-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1991:

Illinois Masonic Medical Center
836 West Wellington Avenue.

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

Louis A. Weiss Memorial Hospital.

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

SECTION 1. Pursuant to Section 4-140-060 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1991:

Louis A. Weiss Memorial Hospital
4646 North Marine Drive.

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

Miscellaneous.

*Northwestern Memorial Hospital.
(Wesley Pavilion)*

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

SECTION 1. Pursuant to Chapter 54, Section 15 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Buildings and the Department of Fire, the Northwestern Memorial Hospital (Wesley Pavilion), 250 East Superior Street, is hereby exempted from payment of the annual occupancy card (No. 6640) fee for the year 1991.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Vendor.

Emmanuel Baptist Church's Athletes For Christ Association.

Ordered, That the Director of the Department of Revenue of the City of Chicago exempt the Emmanuel Baptist Church's Athletes for Christ Association, 8301 South Damen Avenue, from the payment of a vendor license fee for the year 1991.

CANCELLATION OF WATER RATE.

Greater Mount Vernon Baptist Church.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to

cancel water assessments in the amount of \$13,101.94, charged to the Greater Mount Vernon Baptist Church located at 6426 South Harvard Avenue (Account No. 517067040009).

SECTION 2. This ordinance shall take effect from and after its passage and publication.

REFUND OF FEES.

*Congregation Ezras Israel.
(Elevator Shaft Enclosure)*

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$95.50 to Congregation Ezras Israel, 7001 North California Avenue, representing payment of Permit No. B-738513 fee as an extension of Permit No. 731597, for an elevator shaft enclosure.

*Congregation Ezras Israel.
(Elevator Shaft Enclosure Addition)*

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$382.00 to the Congregation Ezras Israel, 7001 North California Avenue, representing payment of fee for Permit No. B-731597 for the installation of an elevator shaft enclosure addition.

Homan-Carroll Block Club.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$437.00 to the Homan-Carroll Block Club, 3443 West Carroll Avenue, Chicago, Illinois 60624, representing payment of fees for

remodeling existing 2-story masonry building located at 3522 West Carroll Avenue, as follows:

Permit No. 2182263	\$ 25.00
Permit No. 2182264	100.00
Permit No. B-733620	312.00

Misericordia Heart Of Mercy Home.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$732.00 to the Misericordia Heart of Mercy Home, c/o Mark A. Moran, Financial Director, 6300 North Ridge Avenue, representing payment of warrants for collection, as listed below:

Warrant No. A1-403673	\$ 92.00
for semi-annual elevator inspection fee (March 6, 1984)	
Warrant No. A1-506911	150.00
for semi-annual elevator inspection fee (June 24, 1985)	
Warrant No. P1-415302	101.00
for annual fuel burning equipment inspection fee (November 26, 1984)	
Warrant No. P1-509552	389.00
for annual fuel burning equipment inspection fee (December 2, 1985)	

WAIVER OF FEES.

*Individuals/Organizations**Chicago Committee For Chicago Neighbors Artist.*

Ordered, That the City Comptroller is hereby authorized and directed to waive the vendor fee charged to the Chicago Committee for Chicago Neighbors Artist, a not-for-profit organization, being held from July 26 through 28, 1991, from 8:00 A.M. to 10:00 P.M.

*Itinerant Merchants Participating In West Andersonville
Flea Market And Street Fair.*

Ordered, That the Director of the Department of Revenue of the City of Chicago waive the license fee for the itinerant merchants participating in the West Andersonville Flea Market and Street Fair to be held on:

North Paulina Street, between West Foster and West Balmoral Avenues;

West Berwyn Avenue, between the alleys east and west of North Paulina Street; and

West Summerdale Avenue, between the alleys east and west of North Paulina Street,

from 12:00 Noon on Friday, August 23 to 6:00 P.M. on Saturday, August 24, 1991.

Lee Markunas.

Ordered, That the City Comptroller is hereby authorized and directed to waive the fee for handicapped parking signs charged to Lee Markunas, of 11141 South Whipple Street.

*Special Events**Irish Festival.*

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Irish Festival, sponsored by the Irish Festival of Chicago, Illinois, to be held at Arvey Field in Grant Park on July 19, 20 and 21, 1991.

Italian Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Italian Festival, sponsored by the Amerital Unico Club of Chicago, 218 North Jefferson Street, Chicago, Illinois 60661, on August 16, 17 and 18, 1991.

New World Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the New World Festival, sponsored by the Forum for the Evolution of Progressive Artists, 7759 South Wabash Avenue, Chicago, Illinois 60619, on August 23, 24 and 25, 1991.

Pan American Festival.

(Logan Square Young Mens Christian Association)

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Pan American Festival, sponsored by the Logan Square Y.M.C.A., 3600 West Fullerton Parkway, Chicago, Illinois 60647, to be held at Arvey Field in Grant Park on July 27 and 28, 1991.

*Pan American Festival.
(Polish American Foundation)*

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Pan American Festival, sponsored by the Polish American Foundation, 5844 North Milwaukee Avenue, Chicago, Illinois 60646, to be held at Arvey Field in Grant Park on July 12, 13 and 14, 1991.

AUTHORIZATION TO CANCEL WARRANTS FOR
COLLECTION ISSUED AGAINST CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said order, as passed, reads as follows:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institution, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
American Legion North Shore Post No. 21 6040 North Clark Street	B3-001186 (Pub. Place of Assemb.)	\$ 46.00
	B3-003821 (Pub. Place of Assemb.)	46.00
	R1-013237 (Drwy.)	34.00
Bethesda Home and Retirement Center 2833 North Nordica Avenue	P1-101691 (Fuel Burn. Equip.)	530.00
Bridgeport Child Development Center 3053 South Normal Avenue	C2-101059 (Refrig.)	170.00
Grant Hospital 551 West Grant Place	P1-101170 (Fuel Burn. Equip.)	39.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Hull House Association 500 East 67th Street	B3-100831 (Pub. Place of Assemb.)	\$36.00
Louis A. Weiss Memorial Hospital (various locations)	B1-102749 (Bldg.)	127.00
	B1-102750 (Bldg.)	239.00
	B1-102955 (Bldg.)	62.00
	D1-101994 (Sign)	44.00
	D1-101996 (Sign)	38.00
Vivekananda Vedanta Society 5419 South Hyde Park Boulevard	B1-102710 (Bldg.)	\$62.00
	P1-101042 (Fuel Burn. Equip.)	78.00

AUTHORIZATION FOR INSTALLATION OF ALLEY LIGHT
IN REAR OF 3826 NORTH KEELER AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order submitted by Alderman Wojcik (35th Ward) concerning the installation of

an alley light at 3826 North Keeler Avenue, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said order, as passed, reads as follows:

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 3826 North Keeler Avenue.

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN
INJURED MEMBERS OF POLICE AND
FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said order, as passed, reads as follows:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or

the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 3664 through
3681 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending 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 pages 3682
through 3684 of this Journal.]

**AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS,
COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.**

The Committee on Finance submitted the following report:

(Continued on page 3685)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/24/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/15/91	128.00
ACOSTA	POLICE OFFICER	TWELFTH DISTRICT	3/03/91	939.00
ADAMS	POLICE OFFICER	NINETEENTH DISTRICT	4/18/91	451.50
AGUIINAGA	POLICE OFFICER	SECOND DISTRICT	9/18/90	154.84
ALANIZ	POLICE OFFICER	ELEVENTH DISTRICT	11/29/90	142.00
ALBERTS	POLICE OFFICER	NINETEENTH DISTRICT	3/20/91	989.00
ALEXANDER	POLICE OFFICER	RECRUIT TRAINING	3/26/91	503.00
ALMAGUER	POLICE OFFICER	TENTH DISTRICT	3/26/91	90.00
ANDERSON	POLICE OFFICER	EIGHTH DISTRICT	12/16/90	923.75
ANDERSON	POLICE OFFICER	SIXTEENTH DISTRICT	11/26/90	50.00
ANDREWS	POLICE OFFICER	INTERSECTION CONTROL UNIT	11/15/89	1258.00
ANGUIANO	POLICE OFFICER	THIRTEENTH DISTRICT	2/17/83	964.00
ARCEO	POLICE OFFICER	TWELFTH DISTRICT	4/19/91	70.00
ARPAIA	POLICE OFFICER	FOURTEENTH DISTRICT	3/09/91	665.00
ARROYO	POLICE OFFICER	TENTH DISTRICT	3/01/91	205.80
ARROYO	POLICE OFFICER	FIRST DISTRICT	11/19/90	97.00
ASBACH	POLICE OFFICER	THIRTY-THIRD DISTRICT	3/23/91	197.00
AUSTIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/21/91	45.00
BABET	POLICE OFFICER	SIXTEENTH DISTRICT	3/13/91	3207.20
BALLAJER	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/25/90	2485.39
BALTARAZ	POLICE OFFICER	TWELFTH DISTRICT	7/31/84	50.00
BANKASH	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/23/91	430.00
BANKS	POLICE OFFICER	FIFTEENTH DISTRICT	10/19/90	1066.00
BARNAM	POLICE OFFICER	FOURTH DISTRICT	3/31/91	325.81
BARNES	POLICE OFFICER	FOURTH DISTRICT	10/24/90	490.00
BARNES	POLICE OFFICER	UNKNOWN	2/13/91	326.90
BARNES	POLICE OFFICER	UNKNOWN	9/10/89	1543.75
BARNES	POLICE OFFICER	THIRD DISTRICT	3/05/91	704.60
BARNES	POLICE OFFICER	THIRD DISTRICT	7/28/90	670.00
BARTH	POLICE OFFICER	FIFTH DISTRICT	3/31/91	729.00
BASTIE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/11/91	218.00
BATES	POLICE OFFICER	FOURTH DISTRICT	8/10/89	155.00
BATES JR	POLICE OFFICER	RECRUIT TRAINING	2/14/91	164.00
BATOR	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/28/90	106.00
BATOR	POLICE OFFICER	SECOND DISTRICT	11/08/90	14.00
BEAZLEY	POLICE OFFICER	SECOND DISTRICT	1/01/91	128.00
BECKOM	POLICE OFFICER	RESEARCH AND DEVELOPMENT DIVIS	5/30/90	135.50
BECKOM	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/08/91	1839.59
BECCAR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/19/91	172.50
BELCASTRO	POLICE OFFICER	EIGHTEENTH DISTRICT	4/19/91	232.45
BELLA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/12/91	319.23
BERNERO	POLICE OFFICER	TWENTIETH DISTRICT	3/23/91	1142.99
BETHEA	POLICE OFFICER	NINTH DISTRICT	3/20/91	1791.00
BIALECKI	POLICE OFFICER	ENFORCEMENT SECTION	2/21/91	169.00
BIRMINGHAM	POLICE OFFICER	TWELFTH DISTRICT	1/17/91	566.00
BLABZCZYK	POLICE OFFICER	FIRST DISTRICT	4/07/91	145.00
BLUE	POLICE OFFICER	THIRD DISTRICT	3/31/91	235.00
BONE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/15/91	713.00
BONNER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/23/91	514.00

7/24/91

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/24/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BOOKER	POLICE OFFICER	FIFTEENTH DISTRICT	2/08/91	1269.90
BOTH	POLICE OFFICER	SEVENTH DISTRICT	2/09/91	146.00
BOSKY	POLICE OFFICER	FIFTEENTH DISTRICT	10/27/90	44.00
BRADY	POLICE OFFICER	CANINE UNIT	5/30/90	27.00
BRENNAN	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	4/05/91	195.00
BRIGHT	POLICE OFFICER	FIFTEENTH DISTRICT	4/08/91	1281.00
BRINKMAN	POLICE OFFICER	ENFORCEMENT SECTION	8/15/88	1150.00
BROOKTER	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/25/91	1236.40
BROWN	POLICE OFFICER	THIRD DISTRICT	3/17/91	768.00
BRUGGER	POLICE OFFICER	THIRTEENTH DISTRICT	4/11/91	157.00
BUCKNER	POLICE OFFICER	FIFTH DISTRICT	3/16/91	203.35
RUGLIO	POLICE OFFICER	NINTH DISTRICT	3/20/91	296.30
BULLINGTON	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/31/91	386.40
BURKART	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/11/91	363.50
BURKE	POLICE OFFICER	UNKNOWN	2/08/91	110.00
BURKE	POLICE OFFICER	FIFTEENTH DISTRICT	3/30/91	162.41
BYERLY	POLICE OFFICER	TWENTIETH DISTRICT	2/09/91	153.04
BYRD	POLICE OFFICER	FIRST DISTRICT	11/19/90	196.00
CALDBECK	POLICE OFFICER	EIGHTEENTH DISTRICT	1/02/91	150.00
CALDWELL	POLICE OFFICER	YOUTH DIVISION AREA SIX	12/27/90	100.00
CALLAHAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/06/91	140.50
CAMPBELL	POLICE OFFICER	SEVENTH DISTRICT	3/14/91	502.50
CAMPBELL	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/25/91	18.00
CAP	POLICE OFFICER	FIFTH DISTRICT	3/20/91	291.50
CARDUCCI	POLICE OFFICER	SIXTEENTH DISTRICT	2/24/91	6103.76
CARONE	POLICE OFFICER	EIGHTH DISTRICT	4/10/91	494.00
CARROLL	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	4/12/91	275.50
CARROLL	POLICE OFFICER	SIXTH DISTRICT	3/20/89	304.00
CARTEGENA	POLICE OFFICER	TENTH DISTRICT	3/15/91	401.00
CARTER	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/04/90	201.00
CARTER	POLICE OFFICER	TWELFTH DISTRICT	10/03/90	12.00
CASCIO	POLICE OFFICER	OHARE LAW ENFORCEMENT	5/08/90	154.50
CASPER	POLICE OFFICER	FIFTEENTH DISTRICT	2/19/91	838.20
CASTELLONNAS	POLICE OFFICER	ENFORCEMENT SECTION	7/24/89	103.00
CATO	POLICE OFFICER	RECRUIT TRAINING	3/25/91	287.40
CAVIN	POLICE OFFICER	FOURTH DISTRICT	10/27/90	110.00
CAMLEY	POLICE OFFICER	TWENTIETH DISTRICT	4/13/91	613.50
CEJA	POLICE OFFICER	NINTH DISTRICT	6/24/89	415.00
CELANO	POLICE OFFICER	FIFTEENTH DISTRICT	3/30/91	1233.00
CHAMBERS	POLICE OFFICER	SECOND DISTRICT	12/16/90	95.00
CHAO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/17/91	110.00
CHAPARRO	POLICE OFFICER	SECOND DISTRICT	3/28/91	211.50
CHASE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/02/91	1395.88
CHEEVERS	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/02/91	220.10
CHIGAROS	POLICE OFFICER	FIFTH DISTRICT	1/29/90	530.00
CHILLON	POLICE OFFICER	TWENTIETH DISTRICT	3/11/91	357.50
CICCONE	POLICE OFFICER	EIGHTEENTH DISTRICT	3/04/91	125.00
CIESLA	POLICE OFFICER	SIXTEENTH DISTRICT	3/17/91	10165.99
CLOTUBZYNSKI	POLICE OFFICER	SECOND DISTRICT	2/20/91	570.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/24/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CLARK	POLICE OFFICER	FOURTEENTH DISTRICT	2/14/91	451.00
COLLINS	POLICE OFFICER	FOURTH DISTRICT	10/16/90	9862.02
CONNOLLY	POLICE OFFICER	BOMB AND ARSON SECTION	11/26/90	18800.01
CONNORS	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	2/15/91	11414.72
CORCORAN	POLICE OFFICER	EIGHTEENTH DISTRICT	8/08/90	2389.80
CORFIELD	POLICE OFFICER	TWELFTH DISTRICT	3/31/91	1978.00
CORTES	POLICE OFFICER	FOURTEENTH DISTRICT	2/08/91	90.00
COSENTINO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/23/90	4954.40
CRAYTON	POLICE OFFICER	FIFTEENTH DISTRICT	3/14/91	309.45
CREED	POLICE OFFICER	THIRD DISTRICT	2/18/91	462.00
CROSSON	POLICE OFFICER	CRIME LABORATORY DIVISION	7/02/83	1715.00
CRUZ	POLICE OFFICER	THIRTEENTH DISTRICT	3/20/90	45.00
CZUBAK	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	7/18/90	20576.50
DACE	POLICE OFFICER	RECRUIT TRAINING	12/12/90	250.00
DALEY	POLICE OFFICER	SEVENTH DISTRICT	3/21/90	119.00
DALEY	POLICE OFFICER	SEVENTH DISTRICT	2/02/91	18.00
DARLING-MCKENDRY	POLICE OFFICER	FIRST DISTRICT	3/02/91	390.75
DAVIS	POLICE OFFICER	THIRD DISTRICT	6/14/90	274.00
DAVIS	POLICE OFFICER	FIFTH DISTRICT	1/27/91	135.00
DEABY	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	3/13/91	2594.00
DEAVILA	POLICE OFFICER	TENTH DISTRICT	10/30/89	28.00
DEFRANCO	POLICE OFFICER	SEVENTEENTH DISTRICT	11/20/90	336.40
DEGNAN	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	3/29/91	269.50
DEBANDO	POLICE OFFICER	EIGHTH DISTRICT	8/23/85	120.00
DEYOUNG	POLICE OFFICER	SEVENTEENTH DISTRICT	3/06/91	703.55
DIENETHAL	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/13/90	55.00
DIGGS	POLICE OFFICER	FOURTH DISTRICT	10/02/86	150.00
DILIBERTO	POLICE OFFICER	SIXTEENTH DISTRICT	2/16/91	45.00
DOMAGALA	POLICE OFFICER	RECRUIT TRAINING	2/02/91	240.80
DOMENECH	POLICE OFFICER	FIRST DISTRICT	2/25/91	377.69
DOMAHUE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/14/88	182049.16
DOYAL	POLICE OFFICER	FOURTEENTH DISTRICT	3/27/91	590.90
DOYLE	POLICE OFFICER	NINTH DISTRICT	3/21/91	3772.00
DOYLE	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/19/91	235.00
DRIVER	POLICE OFFICER	TENTH DISTRICT	2/14/91	203.00
DRYDAL	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/29/91	250.84
DUGAN	POLICE OFFICER	SECOND DISTRICT	3/11/91	90.00
DURR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/11/90	35.00
DUST	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/07/91	275.00
EASON	POLICE OFFICER	FOURTEENTH DISTRICT	3/27/91	172.00
EBAN	POLICE OFFICER	SEVENTEENTH DISTRICT	2/16/91	225.00
EIERMAN	POLICE OFFICER	TENTH DISTRICT	2/14/91	246.00
ENGLISH	POLICE OFFICER	UNKNOWN	3/20/91	318.50
ENTRESS	POLICE OFFICER	FOURTH DISTRICT	1/01/90	260.00
ERBACHER	POLICE OFFICER	FIFTEENTH DISTRICT	2/20/91	395.10
ERBACHER	POLICE OFFICER	NINTH DISTRICT	2/10/91	338.00
ERBACHER	POLICE OFFICER	SECOND DISTRICT	1/09/90	65.00
ESCHBACH	POLICE OFFICER	SECOND DISTRICT	3/14/91	353.50
		FOURTEENTH DISTRICT	3/01/91	3508.95

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ESPINOZA	POLICE OFFICER	TENTH DISTRICT	3/09/91	325.00
FARINA	POLICE OFFICER	UNKNOWN	1/14/91	54.00
FERRELL	POLICE OFFICER	FIFTEENTH DISTRICT	3/01/91	171.00
FLYNN	POLICE OFFICER	FIRST DISTRICT	9/20/90	70.00
FOGARTY	POLICE OFFICER	ELEVENTH DISTRICT	3/19/91	1229.00
FOLEY	POLICE OFFICER	INTERSECTION CONTROL UNIT	3/21/90	395.00
FORD	POLICE OFFICER	TWELFTH DISTRICT	2/17/91	330.00
FORD	POLICE OFFICER	UNKNOWN	5/03/90	14.00
FORD	POLICE OFFICER	THIRD DISTRICT	11/30/90	70.00
FRANK	POLICE OFFICER	FIFTH DISTRICT	12/03/88	2258.00
FRANKLIN	POLICE OFFICER	FOURTH DISTRICT	3/08/91	1195.00
FRANKLIN	POLICE OFFICER	FIFTEENTH DISTRICT	2/27/91	298.00
FRANZEN	POLICE OFFICER	DETECTIVE DIV AREA 2 ADMINSTR	6/01/90	2614.05
FREEMAN	POLICE OFFICER	SIXTH DISTRICT	3/23/91	189.60
GALIMORE	POLICE OFFICER	UNKNOWN	3/01/91	185.00
GALLAGHER	POLICE OFFICER	TWELFTH DISTRICT	2/07/82	4665.75
GARCIA	POLICE OFFICER	RECRUIT TRAINING	5/11/90	8191.65
GARCIA	POLICE OFFICER	EIGHTEENTH DISTRICT	7/21/90	1111.00
GARGUL	POLICE OFFICER	FIFTEENTH DISTRICT	3/10/91	167.00
GARRIDO	POLICE OFFICER	TENTH DISTRICT	10/04/90	3669.29
GAWLIK	POLICE OFFICER	TWELFTH DISTRICT	2/18/91	2585.18
GIBBONS	POLICE OFFICER	FIFTH DISTRICT	2/21/91	299.00
GIBSON	POLICE OFFICER	SEVENTH DISTRICT	3/18/91	480.00
GLOECKLE	POLICE OFFICER	FOURTEENTH DISTRICT	1/18/91	44.00
GONZALES	POLICE OFFICER	TWELFTH DISTRICT	3/31/91	955.00
GORDON	POLICE OFFICER	NINTH DISTRICT	2/14/91	239.80
GORE-SATRIANO	POLICE OFFICER	ORGANIZED CRIME DIVISION ADMIN	2/05/91	352.00
GRABLE	POLICE OFFICER	FOURTH DISTRICT	3/23/91	315.68
GRAHAM	POLICE OFFICER	FIFTH DISTRICT	3/16/91	254.85
GRAU	POLICE OFFICER	TWELFTH DISTRICT	7/19/90	472.00
GREEN	POLICE OFFICER	EIGHTEENTH DISTRICT	2/07/91	123.00
GREEN	POLICE OFFICER	SIXTH DISTRICT	11/18/90	900.00
GREENWOOD	POLICE OFFICER	CANINE UNIT	1/01/91	75.00
GRIFFIN	POLICE OFFICER	SIXTH DISTRICT	2/11/91	11164.10
GROTH	POLICE OFFICER	EIGHTH DISTRICT	6/26/81	145.00
GRZEMSKI	POLICE OFFICER	SIXTEENTH DISTRICT	3/05/91	129.00
GUIFFRA	POLICE OFFICER	FOURTH DISTRICT	5/22/90	1019.00
HAGEN	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	659.00
HAGGARD	POLICE OFFICER	EIGHTEENTH DISTRICT	1/25/91	54.85
HAMILTON	POLICE OFFICER	TWELFTH DISTRICT	3/26/91	215.00
HANNIBAN	POLICE OFFICER	THIRTEENTH DISTRICT	2/07/91	479.00
HARRIS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/30/91	347.50
HARRIS	POLICE OFFICER	THIRD DISTRICT	9/05/90	42.00
HARRIS	POLICE OFFICER	RECRUIT TRAINING	2/19/91	316.00
HARTMANN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/07/89	175.00
HAWKINS	POLICE OFFICER	TENTH DISTRICT	1/13/91	211.00
HAYES	POLICE OFFICER	BOMB AND ARSON SECTION	1/03/91	75.00
HAYNES	POLICE OFFICER	ELEVENTH DISTRICT	3/19/91	452.50
	POLICE OFFICER	EIGHTEENTH DISTRICT	2/08/91	855.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/24/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HAYBLIP	POLICE OFFICER	TRAFFIC COURT SECTION	10/27/89	35.00
HEARATY	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/20/91	88.50
HECK	POLICE OFFICER	FOURTEENTH DISTRICT	2/18/91	905.00
HEENAN	POLICE OFFICER	EIGHTEENTH DISTRICT	3/08/91	3620.50
HEITMANN	POLICE OFFICER	BOMB AND ARSON SECTION	11/24/90	200.00
HERING	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/12/91	676.50
HORNACKI	POLICE OFFICER	THIRD DISTRICT	2/19/91	2137.00
HORSTEIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/03/89	33.10
HORTON	POLICE OFFICER	NINTH DISTRICT	2/24/91	221.80
HOWARD	POLICE OFFICER	SEVENTH DISTRICT	2/19/91	94.40
HUNTER	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	3/07/91	494.50
HYBL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/06/90	16.00
INDORANTO	POLICE OFFICER	FOURTH DISTRICT	8/08/90	130.00
IVERY	POLICE OFFICER	FOURTEENTH DISTRICT	3/08/91	142.50
JACKSON	POLICE OFFICER	TWELFTH DISTRICT	2/03/91	1071.00
JACKSON	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	975.00
JACOBS	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	302.20
JAGIELLO	POLICE OFFICER	SEVENTEENTH DISTRICT	1/21/90	111.80
JAGLOWSKI	POLICE OFFICER	YOUTH DIVISION AREA FOUR	9/22/88	4075.10
JAMISON	POLICE OFFICER	SECOND DISTRICT	1/11/90	428.00
JENKINS	POLICE OFFICER	SIXTH DISTRICT	11/22/90	381.00
JENKINS	POLICE OFFICER	RECRUIT TRAINING	3/25/91	757.00
JOHLIC	POLICE OFFICER	EIGHTEENTH DISTRICT	2/23/91	318.30
JOHNSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/23/91	443.80
JOHNSON	POLICE OFFICER	SIXTH DISTRICT	6/03/90	167.00
JONES	POLICE OFFICER	THIRD DISTRICT	11/01/90	315.50
JONES	POLICE OFFICER	SIXTH DISTRICT	2/22/91	476.50
JONES	POLICE OFFICER	SIXTH DISTRICT	2/17/91	132.85
JONES	POLICE OFFICER	FIRST DISTRICT	3/15/91	190.00
JONES	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/27/91	459.40
JONES	POLICE OFFICER	SEVENTH DISTRICT	3/17/91	334.00
KANE	POLICE OFFICER	THIRTEENTH DISTRICT	2/05/91	122.00
KANE	POLICE OFFICER	TENTH DISTRICT	5/13/91	5025.35
KAPUGI	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	8/20/90	195.00
KEATING	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/15/91	409.75
KELLER	POLICE OFFICER	CHARE LAW ENFORCEMENT	2/12/91	343.00
KELLY	POLICE OFFICER	THIRTEENTH DISTRICT	10/02/90	40.00
KENNEDY	POLICE OFFICER	TENTH DISTRICT	3/30/91	513.00
KENNEDY	POLICE OFFICER	CHARE SECURITY	9/29/90	240.50
KIERAB	POLICE OFFICER	CHARE SECURITY	6/13/83	2494.29
KILROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/90	380.00
KILROY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/13/90	1827.00
KINNAVY	POLICE OFFICER	THIRTEENTH DISTRICT	11/28/90	14.00
KIRK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/28/90	4808.79
KNOX	POLICE OFFICER	SIXTH DISTRICT	3/23/91	220.95
KOFRON	POLICE OFFICER	TENTH DISTRICT	3/15/91	705.00
KOSZOLA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/16/91	26.00
KOWALSKI	POLICE OFFICER	DETAIL UNIT	5/30/90	17.00
KOZLOWSKI	POLICE OFFICER	THIRD DISTRICT	9/11/90	76.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KRAKAUSKY	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	2/06/91	648.00
KRAUSE	POLICE OFFICER	CRIME LABORATORY DIVISION	2/16/91	1088.00
KUHNS	POLICE OFFICER	NINETEENTH DISTRICT	1/14/91	531.00
KULAK	POLICE OFFICER	NINTH DISTRICT	2/08/91	513.00
LALLY	POLICE OFFICER	EIGHTH DISTRICT	1/25/91	400.50
LAMB JR	POLICE OFFICER	SECOND DISTRICT	2/14/91	746.50
LANDL	POLICE OFFICER	THIRTEENTH DISTRICT	11/17/90	130.00
LAW	POLICE OFFICER	FOURTH DISTRICT	4/25/90	38.00
LAWLER	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	2/27/91	308.00
LAWRENCE	POLICE OFFICER	TWELFTH DISTRICT	3/19/91	1098.50
LEAHY	POLICE OFFICER	TWELFTH DISTRICT	11/10/90	50.00
LENIHAN	POLICE OFFICER	EIGHTH DISTRICT	3/06/91	1589.50
LEWIS	POLICE OFFICER	FIFTH DISTRICT	3/15/91	551.00
LINCOLN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	9/03/90	65.00
LINDLEY	POLICE OFFICER	SECOND DISTRICT	10/20/90	21988.59
LINN	POLICE OFFICER	SIXTH DISTRICT	8/19/90	70.00
LIPINSKI	POLICE OFFICER	TWENTIETH DISTRICT	2/01/91	546.94
LIPMAN	POLICE OFFICER	SIXTEENTH DISTRICT	2/16/91	45.00
LISKA	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/10/91	75.50
LITTLE	POLICE OFFICER	ELEVENTH DISTRICT	10/12/90	165.00
LITTLE	POLICE OFFICER	EIGHTEENTH DISTRICT	2/24/91	1337.00
LIVA	POLICE OFFICER	EIGHTEENTH DISTRICT	1/09/89	120.00
LOCKARD	POLICE OFFICER	SEVENTH DISTRICT	2/17/91	266.00
LOEFFLER	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/15/91	410.50
LOIACONO	POLICE OFFICER	ELEVENTH DISTRICT	3/04/91	119.00
LOMBARDI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/24/90	160.00
LONG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/18/91	276.00
LOONEY	POLICE OFFICER	SEVENTEENTH DISTRICT	1/06/91	30.00
LOVE	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/14/91	450.00
LOVE	POLICE OFFICER	THIRD DISTRICT	2/02/91	194.00
LUBE	POLICE OFFICER	SECOND DISTRICT	7/06/90	16.00
LUMPKIN	POLICE OFFICER	SEVENTEENTH DISTRICT	3/09/91	518.50
LYTTON	POLICE OFFICER	SEVENTH DISTRICT	9/28/90	70.00
MACIEJEWSKI	POLICE OFFICER	EIGHTH DISTRICT	3/06/91	385.00
MAHONEY	POLICE OFFICER	EIGHTH DISTRICT	3/01/91	396.50
MAKOWSKI	POLICE OFFICER	SEVENTH DISTRICT	2/18/91	80.00
MALCOTTE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/12/91	382.75
MALONE	SERGEANT	THIRTEENTH DISTRICT	11/22/84	150.00
MALUCHNIK	POLICE OFFICER	TENTH DISTRICT	2/08/91	245.00
MARIAN	POLICE OFFICER	THIRTEENTH DISTRICT	3/30/91	242.00
MARRON	POLICE OFFICER	NINETEENTH DISTRICT	3/14/91	380.00
MARSHALL	POLICE OFFICER	UNKNOWN	6/18/79	45.00
MARTIN	POLICE OFFICER	FIFTH DISTRICT	2/05/91	718.00
MARTINO	POLICE OFFICER	EIGHTH DISTRICT	12/11/73	274.00
MATHEWS	POLICE OFFICER	TWENTIETH DISTRICT	3/11/91	274.50
MATKOWSKY J	POLICE OFFICER	THIRTEENTH DISTRICT	2/01/91	510.00
MATTHEWS	POLICE OFFICER	SEVENTEENTH DISTRICT	2/05/91	716.00
MATULA	POLICE OFFICER	THIRD DISTRICT	9/16/86	35.00
	POLICE OFFICER	ELEVENTH DISTRICT	11/27/90	90.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/24/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MAXIMINI	POLICE OFFICER	FOURTEENTH DISTRICT	1/20/87	69.00
MAZURSKI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/15/91	894.65
MCARDLE	POLICE OFFICER	TENTH DISTRICT	2/14/91	217.50
McCANN	POLICE OFFICER	FIFTH DISTRICT	3/22/91	673.50
MCCARTHY	MARGUERITE M	TWENTY-THIRD DISTRICT	2/16/90	45.00
MCCLORY	WAYNE L	SIXTEENTH DISTRICT	3/30/91	128.25
MCDERMOTT	SARAH A	TWENTY-FIFTH DISTRICT	10/27/90	27.00
MCDONOUGH	MICHAEL	RECRUIT TRAINING	11/26/90	291.75
MCFAIDEN	ROBERT	NINETEENTH DISTRICT	8/15/90	4958.63
MCHUGH JR	THOMAS F	EIGHTEENTH DISTRICT	9/04/89	150.00
MCKEONE	JOHN	PUBLIC TRANSPORTATION M.T.S.	2/21/89	175.00
MCMAHON-NELLIGAN	MAUREEN E	TWELFTH DISTRICT	3/21/91	785.00
MCNICHOLAS	PATRICK	TENTH DISTRICT	12/07/90	333.00
MEACHUM	GERALD	SIXTH DISTRICT	2/26/91	155.40
MEADOWS	CHARLES	TWENTY-SECOND DISTRICT	3/20/91	315.00
MEYER	EDWARD	TENTH DISTRICT	3/03/91	225.00
MITTIERO	JAMES H	FIFTH DISTRICT	3/20/91	291.50
MOORE	ARCHIE	ELEVENTH DISTRICT	2/26/91	689.50
MOORE	JEFFERY	SEVENTH DISTRICT	3/26/91	435.90
MORAN	EDWARD T	TWENTY-FIFTH DISTRICT	2/08/91	240.50
MORAVEC	JOHN A	FOURTH DISTRICT	8/20/90	420.00
MORIARTY	WILLIAM G	FIFTEENTH DISTRICT	3/30/91	1942.00
MORRISSEY	JOHN	TWENTY-SECOND DISTRICT	9/24/90	336.00
MOYLAN	JAMES J	NINTH DISTRICT	2/11/91	70.50
MULKERIN	MICHAEL	TWENTY-FIFTH DISTRICT	2/22/91	360.00
MULLER	DALE T	FIFTEENTH DISTRICT	2/24/91	168.62
MULLINS-ARMSTRONG	VERONICA	UNKNOWN	12/27/90	65.00
MUNGER	ROBERT	NINETEENTH DISTRICT	3/16/91	331.00
MURPHY	PATRICK D	TWENTY-SECOND DISTRICT	1/23/86	110.00
MUSHOL	ENNIS J	TWENTY-FOURTH DISTRICT	7/10/89	4958.00
MUZUPAPPA	MICHAEL A	FIFTEENTH DISTRICT	8/03/90	160.00
MYKOWSKI	JAMES S	THIRD DISTRICT	2/19/91	2122.00
NASH	SANDY L	CENTRAL DETENTION SECTION	1/11/90	180.00
NEGRON	IRWIN	RECRUIT TRAINING	8/03/90	125.00
NELIGAN	DAVID M	FIRST DISTRICT	1/23/91	17168.41
NELSON	MICHAEL	SIXTH DISTRICT	3/31/91	163.50
NIELSEN	JAMES	SEVENTEENTH DISTRICT	2/05/91	265.00
NIEVES	CYNTHIA C	TENTH DISTRICT	10/16/90	1569.00
NIMOCKS	MARLON S	SIXTH DISTRICT	7/07/90	238.00
NOLAN	TIMOTHY	SEVENTH DISTRICT	12/25/90	286.00
NORTON	THOMAS E	PUBLIC TRANSPORTATION M.T.S.	1/01/91	900.00
NOWAK	PHILLIP	TWENTY-SECOND DISTRICT	10/29/87	108.90
NUNEZ	MICHAEL E	TWELFTH DISTRICT	3/31/91	500.00
OBERMAYER	RICHARD J	DETECTIVE DIV AREA 5 PROPERTY	2/28/91	51.75
OBRIEN	KEVIN	GANG CRIMES ENFORCEMENT DIVISI	3/25/91	290.00
OBRIEN	TERENCE	TWELFTH DISTRICT	3/25/91	273.00
ODONNELL	FRANCIS J	NINTH DISTRICT	4/28/90	17.00
ODONNELL	JAMES C	SEVENTH DISTRICT	7/21/90	181.00
ODONNELL	JOHN F	SIXTEENTH DISTRICT	2/15/91	294.25

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ODONOVAN	PATRICK	TENTH DISTRICT	11/17/90	934.00
OLSEN-KOZA	ELIZABETH	TWENTY-FOURTH DISTRICT	1/10/91	200.00
OLSON	JACK	FIFTEENTH DISTRICT	3/30/91	129.34
OMALLEY-NOLAN	KATHLEEN A	SEVENTH DISTRICT	2/02/91	404.00
ONEILL	DONALD	SEVENTEENTH DISTRICT	9/19/90	4013.00
ORICK	CHARLES	TWELFTH DISTRICT	3/19/91	1201.00
ORSTAFIN	CHARLES	TWELFTH DISTRICT	11/20/90	25.00
OSTER	GERALD J	SEVENTH DISTRICT	3/12/91	326.00
OTERO	LUIS A	SEVENTH DISTRICT	9/23/89	135.00
OZGA	JOSEPH	PUBLIC TRANSPORTATION M.T.S.	3/01/91	115.60
PADILLA	LOUIS	FIFTH DISTRICT	3/20/91	232.75
PADILLA	MARTIN	TENTH DISTRICT	12/28/90	109.00
PANICO	JOSEPH	PUBLIC TRANSPORTATION M.T.S.	2/12/91	60.00
PADOLONE	EMIL S	THIRD DISTRICT	7/20/90	2620.00
PARELLO	RONALD P	THIRD DISTRICT	2/02/89	60.00
PARKER	CAROL A	THIRD DISTRICT	10/21/90	170.00
PARNELL	IONNIE R	THIRD DISTRICT	9/18/90	14.00
PASCO	LAWRENCE R	TWELFTH DISTRICT	2/11/91	78.00
PEDERSEN	JOSEPH R	YOUTH DIVISION ADMINISTRATION	12/27/90	220.00
PEREZ	EDDIE	FOURTEENTH DISTRICT	2/13/91	308.00
PEYTON	RALPH	RECRUIT TRAINING	11/02/90	110.00
PFEST	LEO	TWENTIETH DISTRICT	3/06/91	502.83
PHILLIPS	EDWARD	RECRUIT TRAINING	2/19/91	537.75
PHILLIPS	MCKINLEY	TWELFTH DISTRICT	1/28/91	528.60
PIERSON	HOWARD	TWENTY-THIRD DISTRICT	4/08/90	40.00
POLERECKY	ROBERT E	DETECTIVE DIV AREA 5 PROPERTY	2/28/91	37.50
POOLE	SHARON	RECRUIT TRAINING	5/04/90	65.00
POWELL	MICHAEL D	TWENTY-FIRST DISTRICT	10/10/89	287.00
POWELL	MICHAEL D	GANG CRIMES ENFORCEMENT DIVISI	2/13/91	255.00
PREROST	PHILLIP	TWENTY-THIRD DISTRICT	3/09/91	756.00
PRICE	LISA	RECRUIT TRAINING	2/27/91	298.00
PROKOSKI	ROBERT	NINETEENTH DISTRICT	1/17/91	1139.65
PUNTE	MANUEL	RECRUIT TRAINING	3/23/91	145.00
RADTKE	MARTIN J	NINTH DISTRICT	6/21/90	2501.00
RADTKE	MARTIN J	NINTH DISTRICT	2/24/91	224.50
RANFTL	RAYMOND W	SEVENTH DISTRICT	6/15/86	90.00
RATCLIFF	CHARLES E	SIXTH DISTRICT	1/11/83	1270.00
REDDING	JEFFREY D	UNKNOWN	10/27/88	322.00
REHLING	RONALD	SIXTEENTH DISTRICT	1/13/91	2564.36
REID	THOMAS	TWENTY-SECOND DISTRICT	11/17/90	65.00
REISER	JESSE	THIRD DISTRICT	5/18/90	35.00
RESTITO	BENEDICT	FOURTEENTH DISTRICT	2/26/87	1841.25
REYES	JUAN III	EIGHTEENTH DISTRICT	3/31/91	225.00
RIESS	KENNETH	EIGHTEENTH DISTRICT	12/27/90	55.00
RIVERA	JUAN J	THIRD DISTRICT	5/30/89	60.00
RIVERA	NORBERT A	FOURTEENTH DISTRICT	4/24/89	106.00
RIVERA	VICTOR	FOURTEENTH DISTRICT	2/08/91	411.00

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ROBBINS	POLICE OFFICER	FIRST DISTRICT	6/23/90	50.00
ROBERSON	POLICE OFFICER	FIFTEENTH DISTRICT	3/19/91	180.60
ROBERTS	POLICE OFFICER	FIRST DISTRICT	2/25/91	217.00
ROBINSON	POLICE OFFICER	TWELFTH DISTRICT	12/31/90	56.00
RODRIGUEZ	POLICE OFFICER	TWELFTH DISTRICT	7/06/90	171.00
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	3/01/91	335.20
ROGOWSKI	POLICE OFFICER	ELEVENTH DISTRICT	2/24/91	302.00
ROMERO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/31/90	221.00
ROBARIO	POLICE OFFICER	FOURTEENTH DISTRICT	12/01/90	97.00
ROSIAK	POLICE OFFICER	FOURTH DISTRICT	3/08/87	40.00
ROSSI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/26/91	1877.25
ROULETTE	POLICE OFFICER	NINTH DISTRICT	8/09/90	76.50
RUIZ	POLICE OFFICER	TENTH DISTRICT	7/21/90	213.00
RYAN	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	1/22/91	292.55
RYAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/01/90	50.00
SABELLA	POLICE OFFICER	YOUTH DIVISION ADMINISTRATION	7/02/90	720.00
SALCEDO	POLICE OFFICER	TENTH DISTRICT	2/18/91	254.50
SALUSTRO	POLICE OFFICER	NINETEENTH DISTRICT	11/17/89	7.00
SAMS	POLICE OFFICER	RECRUIT TRAINING	3/01/91	512.60
SANCHEZ	POLICE OFFICER	TWELFTH DISTRICT	2/15/91	438.00
SANCHEZ	POLICE OFFICER	FOURTEENTH DISTRICT	3/10/91	318.00
SANCHEZ	POLICE OFFICER	FOURTEENTH DISTRICT	2/07/91	179.50
SANDERS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/15/90	1455.00
SANDERS	POLICE OFFICER	THIRD DISTRICT	1/09/91	58.00
SARLITTO-MORSE	POLICE OFFICER	EIGHTEENTH DISTRICT	3/26/91	203.65
SARTORI	POLICE OFFICER	SIXTH DISTRICT	3/15/90	165.00
SCALLON	POLICE OFFICER	FIRST DISTRICT	12/20/90	100.00
SCHILLACI	POLICE OFFICER	SEVENTH DISTRICT	2/04/91	1498.40
SCHUBERT	POLICE OFFICER	TWENTIETH DISTRICT	10/23/90	201.75
SCHUMACHER	POLICE OFFICER	EIGHTH DISTRICT	7/31/90	4043.50
SCOTT	POLICE OFFICER	FIRST DISTRICT	10/29/90	45.00
SEAMAN	POLICE OFFICER	SECOND DISTRICT	5/01/90	275.00
SEMMLER	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/18/91	1238.25
SEUFFER	POLICE OFFICER	FIFTEENTH DISTRICT	3/30/91	195.10
SEUFFER	POLICE OFFICER	THIRTEENTH DISTRICT	7/18/90	90.00
SEYFERT	POLICE OFFICER	THIRTEENTH DISTRICT	10/20/89	45.00
SEYFERT	POLICE OFFICER	THIRTEENTH DISTRICT	3/22/90	45.00
SEYFERT	POLICE OFFICER	THIRTEENTH DISTRICT	1/23/91	19.00
SHEAHAN	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	8/13/90	55.00
SHERLOCK	POLICE OFFICER	SEVENTH DISTRICT	3/06/91	411.50
SIEDLECKI	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/22/91	85.00
SIGLER	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	9/27/90	30.00
SIM	POLICE OFFICER	NINETEENTH DISTRICT	2/19/91	310.00
SIMMONS	POLICE OFFICER	SEVENTH DISTRICT	2/17/91	110.00
SMITH	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	3/27/91	157.50
SMITH	POLICE OFFICER	FIFTH DISTRICT	2/13/88	17.00
SMITH	POLICE OFFICER	SIXTH DISTRICT	5/17/90	56.00
SPIEGEL	POLICE OFFICER	CENTRAL DETENTION SECTION	3/18/90	210.00
SPRINGER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/20/90	2010.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
STAHN	POLICE OFFICER	FOURTEENTH DISTRICT	9/13/90	124.00
STEVENS	POLICE OFFICER	FIFTEENTH DISTRICT	1/20/91	30.00
STEWART	POLICE OFFICER	SIXTH DISTRICT	1/14/83	176.00
STEWART	MARIA ELLENA	SEVENTH DISTRICT	1/17/91	95.00
STOUJAK	EDWIN	RECRUIT TRAINING	3/10/91	175.80
STRANSKI	THOMAS G	FOURTEENTH DISTRICT	9/02/90	46.00
STUBBS	CALVIN	FIRST DISTRICT	2/25/91	156.50
SULLIVAN	DANIEL J	NINTH DISTRICT	9/10/76	80.00
SUMNERVILLE	JOHN	DETECTIVE DIV AREA 4 VIOLENT C	1/24/91	85.00
SUTTER	FRANCIS J	SEVENTH DISTRICT	2/10/91	255.99
SUTTON	LYNDA	FIFTH DISTRICT	5/08/90	155.00
SWANSON	CHARLES L	UNKNOWN	2/05/91	331.00
SWEENEY	MICHAEL	FOURTH DISTRICT	1/10/91	9853.85
TABAKA	DENNIS M	SIXTEENTH DISTRICT	3/17/91	296.00
TALKOWSKI	MARIE C	ELEVENTH DISTRICT	11/22/87	221.83
TARR	HAROLD	FIFTEENTH DISTRICT	11/27/90	15.00
TATE	TYRONE	NINETEENTH DISTRICT	3/20/91	482.00
THEISZ	JULIE R	THIRTEENTH DISTRICT	8/19/90	95.00
THOMAS	CURTIS	GANG CRIMES ENFORCEMENT DIVISI	3/20/90	504.00
THOMAS	EDWARD D	PUBLIC TRANSPORTATION M.T.S.	11/26/90	355.00
TOLLEY	JOHN F	FOURTH DISTRICT	4/22/90	1790.00
TRAFICANTI	THOMAS	EIGHTEENTH DISTRICT	3/04/91	572.00
TUNNO	PATRICK	EIGHTEENTH DISTRICT	3/31/91	225.00
UGINCHUS	KEITH	TWENTY-THIRD DISTRICT	2/04/91	601.00
UPPLING	RYRON	DETECTIVE DIV AREA 4 VIOLENT C	7/01/73	230.00
VANTREFOTTE	FILBERT A	TWENTY-FIFTH DISTRICT	1/23/90	14.00
VAUGHN	JUNE	RECRUIT TRAINING	3/13/91	241.25
VELASQUEZ	ORLANDO	TENTH DISTRICT	3/26/91	290.00
VELEZ	LEO	FOURTEENTH DISTRICT	3/08/91	1008.80
VICKS	ROBERT D	TWENTY-FIRST DISTRICT	2/06/91	662.00
VITEK	FRED	SIXTEENTH DISTRICT	2/19/91	159.24
VITI	MARIA	RECRUIT TRAINING	2/19/91	1593.00
VOLLAND	JAMES	RECRUIT TRAINING	2/08/91	18.00
VOSNOS	ROBERT J	SEVENTEENTH DISTRICT	3/12/91	626.50
WALKER	JOEL D	EIGHTH DISTRICT	12/10/90	970.75
WALKER	STACEY	THIRD DISTRICT	2/28/91	684.00
WALLER	FRED	GANG CRIMES ENFORCEMENT DIVISI	11/08/90	854.16
WALLINGTON	WILLIE	SIXTH DISTRICT	3/04/91	555.00
WALSH	JEANNETTE	SEVENTH DISTRICT	4/22/91	112.50
WALTEMATH-CHALUPA	MARYANN F	EIGHTH DISTRICT	3/03/91	170.40
WARNER	KATHRYN L	SEVENTH DISTRICT	2/10/91	340.00
WASHINGTON	ERIC	FIFTH DISTRICT	3/11/91	300.00
WASHER	ROBERT A	SEVENTEENTH DISTRICT	4/05/91	186.25
WATTS	BILLY L	FOURTEENTH DISTRICT	11/18/90	334.00
WELLS	MICHAEL L	SECOND DISTRICT	9/24/90	75.00
WESTON	ROBERT A	EIGHTEENTH DISTRICT	4/06/91	260.00
WEYER	CHARLES	FIRST DISTRICT	1/14/91	160.00
WHALEN	WILLIAM A	GANG CRIMES ENFORCEMENT DIVISI	4/11/91	317.30
WHEELER	ROBERT D	THIRD DISTRICT	4/09/91	211.00

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WHELIHAN	POLICE OFFICER	UNKNOWN	3/15/91	188.00
WHITE	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/29/91	350.00
WHITESIDE	POLICE OFFICER	TWELFTH DISTRICT	4/01/91	547.00
WHITTERS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/05/91	65.00
WILACKI	POLICE OFFICER	EIGHTH DISTRICT	11/28/90	28.00
WILLAND	POLICE OFFICER	YOUTH DIVISION AREA THREE	11/16/90	8169.75
WILLIAMS	POLICE OFFICER	SECOND DISTRICT	10/01/90	2665.00
WILLIAMS	POLICE OFFICER	SIXTH DISTRICT	1/22/90	88.00
WILLIAMS	POLICE OFFICER	THIRD DISTRICT	12/30/89	412.50
WILLIAMS	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/14/91	998.50
WILLIAMS	POLICE OFFICER	RECRUIT TRAINING	4/03/91	634.00
WILSON	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	3/26/91	142.00
WINBERLY	POLICE OFFICER	NINTH DISTRICT	5/17/90	237.00
WINTERS	POLICE OFFICER	RECRUIT TRAINING	12/13/90	9899.60
WITTENBERG	POLICE OFFICER	SIXTEENTH DISTRICT	9/09/90	25.00
WITTHOEFT	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/25/91	420.00
WOJCIK	POLICE OFFICER	NINTH DISTRICT	1/13/90	43.00
WOJCIK	POLICE OFFICER	FOURTEENTH DISTRICT	6/19/90	90.00
WOODSON	POLICE OFFICER	FOURTEENTH DISTRICT	3/14/91	263.50
WOOTEN	POLICE OFFICER	RECRUIT TRAINING	4/24/90	50.00
WRIGHT	POLICE OFFICER	THIRD DISTRICT	3/30/91	334.00
YNGUEZ	POLICE OFFICER	ELEVENTH DISTRICT	10/11/90	182.00
YOUNG	POLICE OFFICER	FOURTEENTH DISTRICT	9/10/90	218.30
YUCAITIS	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	4/23/91	327.00
ZACHARSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/07/91	28.00
ZAGLIFA	POLICE OFFICER	SECOND DISTRICT	3/14/91	90.00
ZAJAC	POLICE OFFICER	FIFTH DISTRICT	7/24/90	8504.44
ZALESKI	POLICE OFFICER	RECRUIT TRAINING	3/07/91	3231.00
ZAVOLOKOFF	POLICE OFFICER	NINETEENTH DISTRICT	3/08/91	533.00
ABDULLAH	FIREFIGHTER	TRUCK 11	6/30/85	50.00
ADAMS	FIREFIGHTER	SQUAD 4	3/01/91	317.00
AGUILERA	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	1/29/91	184.00
ALEX	PARAMEDIC	AMBULANCE 46	4/03/91	145.50
ALTMAN	FIREFIGHTER	SQUAD 5	3/15/91	299.59
ALTMAN	FIREFIGHTER	SQUAD 5	11/09/90	198.00
ALVAREZ	FIREFIGHTER	ENGINE COMPANY 1/42	2/08/91	654.00
ALYNOVICH	LIEUTENANT	DISTRICT RELIEF 1	11/14/90	220.00
ANDERSON	FIREFIGHTER	TRUCK 10	3/05/91	312.50
ANDERSON	PARAMEDIC	AMBULANCE 20	2/06/88	65.00
APPELLHANS	FIREFIGHTER	TRUCK 28	3/03/91	6284.39
ASCENCIO	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	2/16/91	549.60
AVILES	FIREFIGHTER	ENGINE COMPANY 48	3/02/91	1668.36
BAILEY	FIREFIGHTER	ENGINE COMPANY 82	11/15/90	249.00
BAILEY	PARAMEDIC	AMBULANCE 34	5/01/90	372.00
BANGA	PARAMEDIC	AMBULANCE 31	3/17/91	408.00
BARABASZ	PARAMEDIC	AMBULANCE 10	4/19/90	58.00
BARRY	PARAMEDIC	AMBULANCE 12	4/24/91	240.00
BEDTKE	PARAMEDIC	AMBULANCE 33	3/10/91	603.00
			1/23/91	264.00

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BEDTKE	PARAMEDIC	AMBULANCE 33	8/25/89	29.25
BELL	FIREFIGHTER	TRUCK 51	5/08/75	631.00
BENEDICK	FIREFIGHTER	TRUCK 17	4/28/91	339.96
BENNETT	FIREFIGHTER	ENGINE COMPANY 15	1/12/91	148.70
BERTINI	FIREFIGHTER	ENGINE COMPANY 76	11/02/89	536.00
BEZAZIAN	FIREFIGHTER	TRUCK 22	11/30/90	70.00
BIELH	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	3/11/91	438.50
BIXTER	PARAMEDIC	AMBULANCE 44	3/16/91	7407.50
BLOOME	FIREFIGHTER	UNKNOWN	3/28/91	612.59
BOEHM	LIEUTENANT	ENGINE COMPANY 23	11/20/89	360.00
BOSTON	FIREFIGHTER	ENGINE COMPANY 11	11/08/90	510.00
BRADY	FIREFIGHTER	TRUCK 22	12/01/90	1193.00
BRADY	FIREFIGHTER	UNKNOWN	1/29/91	308.00
BREITFUS	FIREFIGHTER	ENGINE COMPANY 83	8/21/90	151.00
BRENNAN	FIREFIGHTER	TRUCK 26	2/05/91	212.60
BRENNAN	FIREFIGHTER	ENGINE COMPANY 22	4/30/91	423.80
BROWN	LIEUTENANT	UNKNOWN	1/22/91	565.00
BRUNO	FIREFIGHTER	SQUAD 5	1/18/91	167.09
BUCHANAN	PARAMEDIC	AMBULANCE 7	1/09/91	319.25
BUGAJ	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	2/16/91	381.94
BURNS	FIREFIGHTER	AMBULANCE 35	12/15/90	480.00
BURNS	FIREFIGHTER	ENGINE COMPANY 68	4/11/91	317.65
BUSH	CAPTAIN	ENGINE COMPANY 116	3/03/91	559.50
BUTZEN	FIREFIGHTER	ENGINE COMPANY 106	6/12/90	668.00
RYBEE	LIEUTENANT	SQUAD 5	12/23/90	1496.00
CALES	FIREFIGHTER	ENGINE COMPANY 8	4/09/83	1980.00
CAMPBELL	FIREFIGHTER	ENGINE COMPANY 43	9/15/89	158.00
CARKOLL	LIEUTENANT	DISTRICT RELIEF 5	4/04/91	411.25
CASEY	FIREFIGHTER	TRUCK 29	2/21/91	313.00
CAVALETTI	PARAMEDIC	AMBULANCE 15	1/31/91	549.25
CECICH	PARAMEDIC	AMBULANCE 11	3/07/91	435.75
CHAMBERS	PARAMEDIC	AMBULANCE 27	12/09/90	65.00
CHICKERILLO	FIREFIGHTER	ENGINE COMPANY 61	9/22/89	228.00
CISZEK	FIREFIGHTER	ENGINE COMPANY 112	4/21/91	63.00
CISZEK	FIREFIGHTER	TRUCK 20	4/04/91	180.00
CLARKE	ENGINEER	DISTRICT RELIEF 6	1/20/91	24.90
COLEMAN	PARAMEDIC	AMBULANCE 33	1/20/91	121.00
COLLINS	PARAMEDIC	AMBULANCE 12	2/20/90	111.25
COLON	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	3/31/91	75.50
COLWELL	PARAMEDIC	AMBULANCE 29	5/10/90	129.25
COLWELL	PARAMEDIC	AMBULANCE 29	3/11/91	525.00
CONAWAY	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	2/14/91	3728.80
COOK	LIEUTENANT	ENGINE COMPANY 50	2/24/91	299.10
COPPOLILLO	CAPTAIN	TRUCK 7	2/18/91	90.00
CORDT	PARAMEDIC	UNKNOWN	12/05/90	72.00
COSGROVE	PARAMEDIC	BATTALION 16	4/18/88	398.00
COULTER	FIREFIGHTER	ENGINE COMPANY 20	3/05/91	413.50
COZZI	FIREFIGHTER	TRUCK 5	11/20/89	158.85
CRUZ	FIREFIGHTER	ENGINE COMPANY 1/42	3/19/91	587.20

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/24/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CURRAN	FIREFIGHTER	ENGINE COMPANY 65	4/27/85	1587.34
DALTON	FIREFIGHTER	SQUAD 6	9/13/79	2849.00
DEWLER	FIREFIGHTER	ENGINE COMPANY 7	3/09/90	75.00
DEJESUS	FIREFIGHTER	ENGINE COMPANY 91	1/01/91	155.25
DELANA	PARAMEDIC	AMBULANCE 47	7/15/90	132.50
DODOVICH	FIREFIGHTER	TRUCK 10	11/16/89	50.00
DODOVICH	FIREFIGHTER	TRUCK 10	3/30/89	118.00
DOHERTY	POLICE OFFICER	UNKNOWN	1/14/91	65.00
DUNCAN	PARAMEDIC	AMBULANCE 4	12/06/88	2093.00
FERGUSON	FIREFIGHTER	ENGINE COMPANY 100	6/17/90	23.00
FERGUSON	FIREFIGHTER	ENGINE COMPANY 100	12/15/90	205.00
FINNEGAN	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	2/02/91	286.75
FINNEGAN	PARAMEDIC	AMBULANCE 21	2/16/91	259.00
FISCHL	CAPTAIN	TRUCK 40	6/27/90	7456.46
FITZMAURICE	PARAMEDIC	AMBULANCE 26	2/23/91	440.10
FLAMON	FIREFIGHTER	ENGINE COMPANY 60	7/07/90	111.00
FLAVIN	PARAMEDIC	UNKNOWN	3/05/91	323.50
FLYNN	CAPTAIN	BATTALION 3	7/25/90	448.25
FLYNN	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	2/07/89	105.00
FLYNN	FIREFIGHTER	ENGINE COMPANY 45	3/01/91	76.00
FORMAN	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	9/13/90	156.00
FOSTER	FIREFIGHTER	ENGINE COMPANY 113	11/29/90	349.20
FOX	PARAMEDIC	AMBULANCE 43	11/18/90	1005.00
GALLAGHER	FIREFIGHTER	SQUAD 2	3/05/91	165.50
GANSEL	PARAMEDIC	AMBULANCE 42	3/19/91	530.20
GANT	PARAMEDIC	AMBULANCE 4	9/01/90	3265.50
GARCIA	PARAMEDIC	AMBULANCE 6	6/15/90	945.00
GARCIA	FIREFIGHTER	AMBULANCE 19	3/17/91	632.00
GAYDA	FIREFIGHTER	TRUCK 32	2/27/91	389.00
GIBBONS	LIEUTENANT	TRUCK 51	10/01/89	8995.28
GIBBONS	FIREFIGHTER	SQUAD 2	11/24/90	104.20
GILBERTSEN	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	5/08/89	357.00
GONZALES	PARAMEDIC	AMBULANCE 4	2/11/91	146.80
GORKIS	FIREFIGHTER	ENGINE COMPANY 32	7/12/90	2725.00
GRAVES	LIEUTENANT	TRUCK 29	3/25/91	1477.50
GREGUS	PARAMEDIC	AMBULANCE 25	3/27/91	350.60
GRIFFIN	FIREFIGHTER	ENGINE COMPANY 106	6/12/90	660.00
GUTIERREZ	PARAMEDIC	AMBULANCE 38	8/05/90	122.00
GUZMAN	FIREFIGHTER	SQUAD 2	1/01/91	169.75
GUZZARDO	PARAMEDIC	UNKNOWN	3/13/91	416.00
HACKER	FIREFIGHTER	TRUCK 51	7/09/90	87.00
HAIN	FIREFIGHTER	ENGINE COMPANY 56	12/26/86	2965.00
HALL	PARAMEDIC	AMBULANCE 33	5/02/89	400.00
HAMBURG	FIREFIGHTER	ENGINE COMPANY 26	2/09/91	65.00
HAMILTON	PARAMEDIC	UNKNOWN	2/15/91	124.40
HANKS	PARAMEDIC	AMBULANCE 15	9/21/89	50.00
HARDING	PARAMEDIC	AMBULANCE 31	2/16/91	30.00
HARPER	FIREFIGHTER	ENGINE COMPANY 76	1/25/91	98.25
HARRIS	FIREFIGHTER	ENGINE COMPANY 14	3/17/91	1222.50

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CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HARTNETT	FIREFIGHTER	ENGINE COMPANY 107	1/02/91	204.95
HATFIELD	FIREFIGHTER	TRUCK 19	2/03/91	329.00
HAYNES	FIREFIGHTER	TRUCK 7	2/18/91	65.00
HEALY	FIREFIGHTER	SQUAD 5	1/05/91	625.00
HEIBER	FIREFIGHTER	TRUCK 14	3/01/90	32213.28
HERMAN	PARAMEDIC	AMBULANCE 39	1/11/91	107.00
HERMAN	LIEUTENANT	ENGINE COMPANY 49	6/06/89	1300.00
HERRERA	FIREFIGHTER	TRUCK 51	2/08/91	1556.75
HILL	FIREFIGHTER	TRUCK 15	11/07/86	280.00
HOFFLANDER	FIREFIGHTER	ENGINE COMPANY 80	6/04/90	299.00
HOHENSTEIN	FIREFIGHTER	FIRE PREVENTION	1/09/91	135.00
HOHENSTEIN	LIEUTENANT	FIRE PREVENTION	2/13/91	165.00
HONG	PARAMEDIC	AMBULANCE 45	3/21/91	230.00
HOSHILL	FIREFIGHTER	TRUCK 19	3/17/91	504.40
HURN	PARAMEDIC	UNKNOWN	2/19/91	418.00
JABLONOWSKI	LIEUTENANT	DISTRICT RELIEF 2	1/25/91	69.25
JACKSON	FIREFIGHTER	UNKNOWN	2/19/91	197.94
JACKSON	FIREFIGHTER	TRUCK 25	12/20/90	1648.00
JAMEN	FIREFIGHTER	ENGINE COMPANY 49	3/09/91	723.40
JASLOWSKI	FIREFIGHTER	TRUCK 48	3/03/91	1011.90
JAUCH	FIREFIGHTER	SNORKEL SQUAD 3	9/17/90	165.00
JEDRZEJAK	FIREFIGHTER	TRUCK 45	1/16/90	160.00
JIMENEZ	FIREFIGHTER	TRUCK 5	3/05/91	625.00
JOHNSON	FIREFIGHTER	ENGINE COMPANY 19	12/11/90	28.00
JOHNSON	FIREFIGHTER	ENGINE COMPANY 121	10/31/89	30.00
KEHOE	LIEUTENANT	DISTRICT RELIEF 1	11/16/90	1240.00
KEIPER-KNAPP	POLICE OFFICER	UNKNOWN	3/02/91	142.24
KENNEDY	PARAMEDIC	AMBULANCE 38	4/05/91	483.00
KENNELLY	FIREFIGHTER	TRUCK 49	4/19/91	424.00
KESSELL	POLICE OFFICER	UNKNOWN	12/28/89	310.00
KIEFER	FIREFIGHTER	TRUCK 44	2/03/91	271.00
KIEL	FIREFIGHTER	ENGINE COMPANY 30	11/21/90	2618.75
KIRBY	FIREFIGHTER	ENGINE COMPANY 100	8/17/88	441.40
KIRKLEY	PARAMEDIC	UNKNOWN	2/05/91	290.00
KNOTT	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	9/07/90	880.00
KOCH	PARAMEDIC	AMBULANCE 33	12/23/89	90.00
KOCHNIARCZYK	FIREFIGHTER	DISTRICT RELIEF 1	2/05/91	408.00
KOERTGEN	POLICE OFFICER	UNKNOWN	3/27/91	213.00
KOWALCZYK	FIREFIGHTER	ENGINE COMPANY 77	3/16/91	65.00
KOWALCZYK	FIREFIGHTER	ENGINE COMPANY 77	3/05/91	454.50
KOWALSKI	FIREFIGHTER	TRUCK 16	2/19/90	28876.08
KRAVITZ	PARAMEDIC	AMBULANCE 35	2/23/91	2449.25
KRICHTER	PARAMEDIC	AMBULANCE 42	3/20/91	559.90
KUBER	FIREFIGHTER	ENGINE COMPANY 29	1/22/91	1473.00
KUNGIS	CAPTAIN	TRUCK 37	12/05/87	554.00
KUSSMANN	FIREFIGHTER	ENGINE COMPANY 30	11/13/90	33.00
LAHEY	CAPTAIN	ENGINE COMPANY 30	11/15/89	294.00
LAMARTINE	FIREFIGHTER	ENGINE COMPANY 26	1/20/91	443.50
LANE	PARAMEDIC	AMBULANCE 9	3/03/91	142.54

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***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
LANHAM	FIREFIGHTER	TRUCK 21	3/16/91	394.50
LAZZARA	PARAMEDIC	DISTRICT RELIEF 3	2/25/91	231.30
LENIHAN	LIEUTENANT	TRUCK 37	2/18/87	135.00
LERCH	FIREFIGHTER	ENGINE COMPANY 81	2/13/91	397.64
LEVIN	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	3/02/91	145.00
LICHTER	FIREFIGHTER	AMBULANCE 20	1/28/91	2947.00
LIMBEROPOULOS	PARAMEDIC	AMBULANCE 25	3/16/91	251.34
LUKACS	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	2/19/91	215.50
LYNCH	LIEUTENANT	ENGINE COMPANY 95	2/05/91	148.00
MAHONEY	ENGINEER	ENGINE COMPANY 43	5/01/90	771.00
MALANDRUCCOLO	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	3/07/91	90.00
MALONE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS & UNKNOWN	11/08/90	3982.28
MARO	FIREFIGHTER	UNKNOWN	3/19/91	220.00
MARSDEN	FIREFIGHTER	EMS DISTRICT 3 HEADQUARTERS & R	8/29/90	70.00
MARTELL	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	3/05/90	638.00
MARTIN	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	3/18/91	300.00
MARTORANO	FIREFIGHTER	ENGINE COMPANY 55	2/27/91	21.00
MATHEWS	FIREFIGHTER	TRUCK 26	3/26/91	325.30
MATUSZAK	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	2/20/91	65.00
MCCLINTON	FIREFIGHTER	ENGINE COMPANY 82	10/04/90	526.00
MCCULLUNG	LIEUTENANT	ENGINE COMPANY 32	11/25/90	2345.35
MCCULLOUGH	FIREFIGHTER	TRUCK 33	7/26/89	30.00
MCDERMOTT	FIREFIGHTER	TRUCK 21	2/01/91	985.00
MCDONALD	CAPTAIN	UNKNOWN	1/30/91	979.50
MCGARRY	PARAMEDIC	AMBULANCE 41	5/02/91	315.50
MCKEE	LIEUTENANT	SQUAD 1	11/03/90	80.00
MCKENDRY	FIREFIGHTER	TRUCK 51	2/27/91	199.16
MCMAHON	FIREFIGHTER	TRUCK 48	3/08/91	164.00
MCMANUS	ENGINEER	ENGINE COMPANY 117	10/26/89	70.00
MCMANUS	CAPTAIN	TRUCK 48	3/05/91	1087.50
MCMANUS	LIEUTENANT	OFFICE OF THE FIRE COMMISSION	1/28/86	262.00
MCMANUS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	6452.14
MCSWEENEY	FIREFIGHTER	AMBULANCE 9	3/27/91	353.16
MEHALEK	ENGINEER	ENGINE COMPANY 54	8/08/90	1909.77
MEYER	LIEUTENANT	TRUCK 26	2/02/91	1165.00
MICHAELS	ENGINEER	DISTRICT RELIEF 6	2/21/91	250.20
MILLER	FIREFIGHTER	TRUCK 48	3/15/91	55.00
MILLS	FIREFIGHTER	ENGINE COMPANY 18	4/04/91	327.50
MITCHELL	FIREFIGHTER	ENGINE COMPANY 1/42	10/10/90	120.00
MORENO	FIREFIGHTER	UNKNOWN	4/06/91	251.25
MORRIS	PARAMEDIC	AMBULANCE 38	2/21/91	1965.00
MOTISI	PARAMEDIC	AMBULANCE 33	1/20/91	30.00
MUGNAI	FIREFIGHTER	BATTALION 11	3/24/89	40.00
MURPHY	FIREFIGHTER	TRUCK 2	6/17/90	55.00
NEIDENBACH	FIREFIGHTER	SQUAD 2	1/26/91	289.75
NELMS	PARAMEDIC	UNKNOWN	1/06/91	239.00
NICHOLS	FIREFIGHTER	ENGINE COMPANY 103	1/06/91	140.00
NITSCHKE	FIREFIGHTER	ENGINE COMPANY 91	2/25/91	299.75
NODAL	FIREFIGHTER	TRUCK 57	12/14/89	40.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NOLAN	LIEUTENANT	DISTRICT RELIEF 5	3/07/91	386.80
NORWOOD	FIREFIGHTER	ENGINE COMPANY 19	3/22/91	282.00
NOWACKI	PARAMEDIC	AMBULANCE 11	8/29/90	253.25
OBRIEN	LIEUTENANT	ENGINE COMPANY 28	2/12/91	154.50
OBRIEN	FIREFIGHTER	TRUCK 19	3/05/91	423.00
ODONNOR	CAPTAIN	TRUCK 29	3/30/91	4930.00
ODONNELL	CAPTAIN	ENGINE COMPANY 77	2/04/91	692.00
ODONNELL	LIEUTENANT	FIRE SUPPRESSION HEADQUARTERS	3/25/91	743.00
ODRISCOLL	FIREFIGHTER	SQUAD 2	1/24/91	853.00
OKEEFE	PARAMEDIC	AMBULANCE 35	3/30/87	1195.00
OTOOLE	FIREFIGHTER	SQUAD 1	3/14/91	934.10
PAGAN	FIREFIGHTER	ENGINE COMPANY 35	2/16/91	175.80
PAGAN	FIREFIGHTER	ENGINE COMPANY 35	2/25/91	847.20
PAOLINI	PARAMEDIC	AMBULANCE 10	3/07/91	617.00
PARIS	FIREFIGHTER	ENGINE COMPANY 35	12/21/90	402.00
PAULINO	FIREFIGHTER	UNKNOWN	1/31/91	2041.55
PAULINO	FIREFIGHTER	UNKNOWN	2/25/91	272.94
PAVLAK	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	1/31/91	705.00
PERETZ	FIREFIGHTER	TRUCK 22	12/25/90	370.05
PERMANIAN	FIREFIGHTER	ENGINE COMPANY 94	1/29/91	187.25
PETERS	FIREFIGHTER	UNKNOWN	2/05/91	65.00
PETREY	FIREFIGHTER	ENGINE COMPANY 103	4/02/91	390.00
PHALIN	PARAMEDIC	AMBULANCE 48	1/07/91	21.00
PIAGENTINI	FIREFIGHTER	TRUCK 7	2/18/91	100.00
PING	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	4/28/88	825.00
PIWINSKI	PARAMEDIC	AMBULANCE 48	1/27/91	1011.00
PLECKI	PARAMEDIC	AMBULANCE 36	12/22/90	519.00
POPJOY	LIEUTENANT	ENGINE COMPANY 46	2/05/91	1316.00
POPPER	FIREFIGHTER	ENGINE COMPANY 41	3/07/91	2903.22
PORTER	FIREFIGHTER	TRUCK 36	12/31/90	963.00
PRATT	FIREFIGHTER	ENGINE COMPANY 78	9/18/90	8.00
PRATT	FIREFIGHTER	ENGINE COMPANY 57	2/10/91	450.00
PREHM	FIREFIGHTER	TRUCK 50	2/06/91	150.50
PRETZEL	LIEUTENANT	ENGINE COMPANY 94	10/10/90	679.00
PUGH	ENGINEER	TRUCK 58	2/03/91	522.25
QUALIZZA	FIREFIGHTER	ENGINE COMPANY 83	10/30/90	56.00
RAMIREZ	CAPTAIN	UNKNOWN	1/20/90	560.00
RABO	ENGINEER	DISTRICT RELIEF 1	3/29/91	661.25
REILLY	FIREFIGHTER	TRUCK 8	1/30/80	125.03
RICH	FIREFIGHTER	ENGINE COMPANY 107	4/02/91	236.00
RICKARD	FIREFIGHTER	TRUCK 34	2/05/91	256.00
RICKERT	FIREFIGHTER	ENGINE COMPANY 54	2/02/91	299.00
ROBINSON	FIREFIGHTER	ENGINE COMPANY 117	3/03/91	202.72
ROCKWELL	ENGINEER	ENGINE COMPANY 22	3/30/90	1594.00
RODRIGUEZ	FIREFIGHTER	TRUCK 19	3/25/91	122.50
ROGERS	FIREFIGHTER	ENGINE COMPANY 49	12/08/88	367.00
ROHLFS	LIEUTENANT	ENGINE COMPANY 121	12/22/90	4396.75
ROSA	PARAMEDIC	AMBULANCE 47	3/20/91	231.25
ROSADO	FIREFIGHTER	TRUCK 13	12/20/90	37.50

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/24/91

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROTA	PARAMEDIC	AMBULANCE 31	8/27/89	1241.00
ROY	FIREFIGHTER	ENGINE COMPANY 117	2/23/91	16.00
RUCINSKI	LIEUTENANT	ENGINE COMPANY 56	12/08/90	29.00
RUST	FIREFIGHTER	ENGINE COMPANY 124	12/09/90	344.50
RUTKA	FIREFIGHTER	UNKNOWN	7/25/89	4412.62
RYAN	PARAMEDIC	AMBULANCE 29	2/11/91	195.00
SACHS	FIREFIGHTER	ENGINE COMPANY 70	6/06/90	146.00
SATTLER	FIREFIGHTER	ENGINE COMPANY 71	3/14/91	2993.00
SCHAEFER	FIREFIGHTER	ENGINE COMPANY 100	6/03/90	628.00
SCHIEDENREIF	ENGINEER	ENGINE COMPANY 113	2/01/91	331.35
SCOTT	FIREFIGHTER	ENGINE COMPANY 15	1/12/91	1512.25
SCOTT	FIREFIGHTER	ENGINE COMPANY 4	8/25/90	231.95
SHEPPARD	LIEUTENANT	SQUAD 5	10/29/89	643.00
SHERMAN	PARAMEDIC	AMBULANCE 23	1/14/91	187.00
SILVA	FIREFIGHTER	SQUAD 1	3/15/91	259.00
SKORACZEWSKI-LOUGHNEY	PARAMEDIC	UNKNOWN	3/05/88	168.00
SMITH	PARAMEDIC	AMBULANCE 45	1/30/89	50.00
SOBECK	PARAMEDIC	AMBULANCE 20	11/27/90	1447.90
SOTO	FIREFIGHTER	UNKNOWN	1/23/91	646.00
SOUTHERN	FIREFIGHTER	TRUCK 34	6/26/86	166.00
STENSLAND	FIREFIGHTER	ENGINE COMPANY 35	1/30/91	112.50
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	140.00
STRICKLAND	FIREFIGHTER	ENGINE COMPANY 107	3/02/91	230.50
STRUBBE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	1/17/91	150.00
BULLIVAN	FIREFIGHTER	ENGINE COMPANY 23	3/26/90	1452.40
SULLIVAN	PARAMEDIC	BATTALION 16	3/02/91	204.00
BUTERA	FIREFIGHTER	TRUCK 51	2/05/91	244.90
SZATKOWSKI	FIREFIGHTER	ENGINE COMPANY 57	1/17/91	291.00
TALLEY	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	3/28/91	437.00
TANABE	PARAMEDIC	AMBULANCE 41	1/11/91	941.00
TAVITAS	PARAMEDIC	AMBULANCE 22	1/04/91	150.20
TAYLOR	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	2/16/89	369.00
TAYLOR-MARTIN	PARAMEDIC	DISTRICT RELIEF 3	2/12/90	774.25
THIELSEN	FIREFIGHTER	ENGINE COMPANY 98	8/28/89	90.00
THOMPSON	FIREFIGHTER	ENGINE COMPANY 45	2/25/91	1749.00
THORPE	PARAMEDIC	AMBULANCE 23	1/14/91	187.00
THORPE	PARAMEDIC	AMBULANCE 23	2/01/91	279.00
TILLMAN	FIREFIGHTER	ENGINE COMPANY 8	2/04/91	422.50
TONNE	FIREFIGHTER	ENGINE COMPANY 45	3/28/91	862.00
TOTTE	FIREFIGHTER	TRUCK 44	1/21/91	13300.53
TRACY	PARAMEDIC	UNKNOWN	4/05/91	425.50
TRACY	FIREFIGHTER	TRUCK 39	1/25/91	278.50
TRIBBLE	FIREFIGHTER	ENGINE COMPANY 75	4/12/91	238.85
TRINIDAD	PARAMEDIC	AMBULANCE 34	3/25/91	248.50
TRINIDAD	PARAMEDIC	AMBULANCE 34	4/09/91	581.00
TUMPICH	CAPTAIN	BATTALION 23	11/13/86	427.50
TURNER	FIREFIGHTER	ENGINE COMPANY 107	3/17/91	652.60
VALEZ	FIREFIGHTER	ENGINE COMPANY 57	2/21/91	145.00
VALENTA	LIEUTENANT	ENGINE COMPANY 60	12/31/90	330.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/24/91

REGULAR ORDERS

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VANDORP	LIEUTENANT	ENGINE COMPANY 44	11/20/90	62.00
VOGENTHALER	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	2/28/91	450.00
VOLK	FIREFIGHTER	ENGINE COMPANY 26	1/20/91	267.91
WALSH	FIREFIGHTER	TRUCK 17	1/23/91	267.60
WARD	PARAMEDIC	AMBULANCE 6	4/19/91	200.00
WASHINGTON	FIREFIGHTER	ENGINE COMPANY 102	2/14/91	334.00
WASHINGTON	FIREFIGHTER	ENGINE COMPANY 39	8/14/90	44.00
WELSH	PARAMEDIC	AMBULANCE 29	3/11/91	119.00
WHITE	FIREFIGHTER	ENGINE COMPANY 121	3/04/91	303.66
WHITE	FIREFIGHTER	ENGINE COMPANY 19	3/06/91	348.00
WHITSON	FIREFIGHTER	TRUCK 44	12/31/90	2998.45
WILFERT	PARAMEDIC	UNKNOWN	12/23/89	1974.00
WILLIAMS	FIREFIGHTER	ENGINE COMPANY 22	1/14/91	299.80
WILLIAMS	PARAMEDIC	AMBULANCE 31	9/22/90	3488.75
WILLIAMS	PARAMEDIC	AMBULANCE 37	4/06/90	50.00
WINRUSH	FIREFIGHTER	ENGINE COMPANY 120	9/22/90	125.00
WITT	LIEUTENANT	ENGINE COMPANY 65	2/07/91	157.40
WOLLSCHIED	PARAMEDIC	AMBULANCE 27	3/22/91	293.60
WOODVILLE	FIREFIGHTER	TRUCK 36	3/18/91	1703.94
WORKER	FIREFIGHTER	SQUAD 3	5/04/92	27.03
WRENN	CAPTAIN	ENGINE COMPANY 126	4/01/91	172.00
YORE	PARAMEDIC	ENG DISTRICT 5 HEADQUARTERS & R	11/21/88	61.00
ZAPILER	LIEUTENANT	TRUCK 14	1/17/91	410.75
ZIEN	PARAMEDIC	AMBULANCE 20	8/20/87	89.00

CITY OF CHICAGO

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COUNCIL MEETING OF 7/24/91

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDIO	ROSEMARY	SIXTEENTH DISTRICT	3/09/91	988.10
ALVERIO	LUIS	FIFTEENTH DISTRICT	1/26/90	15.00
ATILES	JOHN A	NINETEENTH DISTRICT	2/20/91	446.00
ATKINS	JOHN	SECOND DISTRICT	2/03/91	60.00
AVERY	RODNEY	NINETEENTH DISTRICT	1/02/91	1115.28
BAIO	ANTONIO M	ELEVENTH DISTRICT	3/10/91	755.00
BARNES	JOE N JR	SIXTH DISTRICT	3/30/91	6080.30
BARNETT	THOMAS G	GANG CRIMES ENFORCEMENT DIVISI	2/22/91	260.70
BEHKE	JOHN R	TWENTY-FIFTH DISTRICT	2/02/91	18.00
BELLAVIA	RONALD J	GANG CRIMES ENFORCEMENT DIVISI	3/06/91	3592.90
BERTHA	WILLIAM	GANG CRIMES ENFORCEMENT DIVISI	10/04/90	714.50
BERTI	MICHAEL J	TWENTY-THIRD DISTRICT	3/02/91	92.00
BORVAN	ROBERT C	FIRST DISTRICT	3/12/87	50.00
BRADELY	BEVERLY	TWENTY-SECOND DISTRICT	3/02/91	870.85
BUDZ	CHRISTINE	FIRST DISTRICT	3/19/91	772.60
BURDINE	FRANCES	INTERNAL AFFAIRS DIVISION	5/01/90	2777.00
CAMACHO	ELCENIA	TWENTY-THIRD DISTRICT	8/15/90	845.00
CAMERON	PETER	FIRST DISTRICT	3/19/91	3702.60
CAMILLARIE	DARLENE	YOUTH DIVISION AREA THREE	3/28/89	50.00
CAPERS	GISELLA	FOURTH DISTRICT	3/29/91	291.00
CHAIDEZ	ROBERT M	ELEVENTH DISTRICT	2/09/91	355.00
CHERNIK	TRACEY	TWENTY-FOURTH DISTRICT	2/10/91	104.76
COLEMAN	CHARLES J	SEVENTH DISTRICT	2/10/91	525.00
CONCKUS	NANCY	EIGHTH DISTRICT	10/19/89	1489.75
COUGHLIN	SHELIA	TWENTIETH DISTRICT	2/10/91	181.00
CRAWFORD	JAMES	FOURTEENTH DISTRICT	3/18/91	1600.40
CROWLEY	HARRY	SECOND DISTRICT	9/04/87	19198.97
CZERNAK	JERRY J	SPECIAL OPERATIONS GROUP--WEST	5/10/84	47.00
DAVIS	JOSEPH	PUBLIC TRANSPORTATION M.T.S.	6/14/89	623.00
DE LA PAZ	DARREN	FIRST DISTRICT	7/03/90	70.00
DOBBS	JUDY P	NINTH DISTRICT	3/23/91	511.00
DOTSON	WALTER S	TWELFTH DISTRICT	7/22/90	65.00
DRABIK	PHILIP P	ENFORCEMENT SECTION	12/24/83	353.00
DUCAR	MOSES	DETECTIVE DIV AREA 4 VIOLENT C	8/18/84	346.00
DURAN	WILLIAM R	NINETEENTH DISTRICT	6/29/89	150.00
EAKER	ANGELO B	FOURTH DISTRICT	12/09/89	13.00
FALBO	CHERYL J	SIXTH DISTRICT	2/20/91	5439.00
FLEMING	SALVATORE	NINETEENTH DISTRICT	2/23/91	1645.50
FRIERI	JULIETA	FOURTEENTH DISTRICT	2/16/91	2088.00
GARCIA	WILLIAM	RECRUIT TRAINING	3/25/91	645.60
GARCIA	GARY	EIGHTEENTH DISTRICT	3/19/91	2059.25
GASKI	GENE R	NINETEENTH DISTRICT	3/15/91	519.50
GERALI	KENNETH W	THIRTEENTH DISTRICT	2/27/91	370.00
GOWANS	BRENDAN	DETECTIVE DIVISION MISCELLANEO	2/14/91	300.00
HANSEN	LEONARD	TWENTY-SECOND DISTRICT	8/26/90	49.50
HARTFORD	LAWRENCE I	SEVENTEENTH DISTRICT	3/08/91	524.50
HEARD	JEFFERY A	SECOND DISTRICT	4/17/91	100.00
HELLWITZ		THIRTEENTH DISTRICT	2/09/91	113.00
HOFFMAN		FIFTH DISTRICT	11/14/90	354.00

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/24/91

THIRD PARTY ORDERS

7/24/91

REPORTS OF COMMITTEES

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VOUCHER TOTAL	DATE INJURED	UNIT OF ASSIGNMENT	RANK	EMPLOYEE NAME	OFFICER	VOUCHER TOTAL
2581.75	2/07/91	MAJOR ACCIDENT INVESTIGATION S	POLICE OFFICER	KENNETH		2581.75
75.00	10/20/90	FIFTH DISTRICT	POLICE OFFICER	GERALD E		75.00
1396.54	3/28/91	TWENTY-THIRD DISTRICT	POLICE OFFICER	LEONARD		1396.54
4386.42	10/14/90	OPERATIONAL SERVICES-ADMINISTR	POLICE OFFICER	DAVID A		4386.42
187.90	12/03/89	SEVENTH DISTRICT	POLICE OFFICER	PAUL		187.90
45.00	7/09/90	YOUTH DIVISION AREA ONE	POLICE OFFICER	RICHARD H		45.00
415.00	7/22/88	RECRUIT TRAINING	POLICE OFFICER	RUTH		415.00
1379.00	10/30/88	ELEVENTH DISTRICT	POLICE OFFICER	EDWARD R		1379.00
4590.44	2/09/91	EIGHTH DISTRICT	POLICE OFFICER	DAVID		4590.44
1072.00	3/17/91	NINTH DISTRICT	POLICE OFFICER	CAROLYN		1072.00
109.00	2/04/91	TWENTY-FIRST DISTRICT	POLICE OFFICER	MORTON E		109.00
65.00	6/08/89	SIXTH DISTRICT	POLICE OFFICER	HOWARD A		65.00
804.00	10/31/90	TWENTY-THIRD DISTRICT	POLICE OFFICER	RICHARD E		804.00
965.00	3/09/89	OHARE LAW ENFORCEMENT	POLICE OFFICER	HERMAN		965.00
2971.00	12/31/90	NINTH DISTRICT	POLICE OFFICER	DANIEL C		2971.00
75.00	2/04/91	TWELFTH DISTRICT	POLICE OFFICER	BEVERLY		75.00
754.00	3/08/91	FIFTEENTH DISTRICT	POLICE OFFICER	PAUL		754.00
250.00	1/06/90	FOURTH DISTRICT	POLICE OFFICER	CAROL		250.00
5051.90	7/17/90	NINETEENTH DISTRICT	POLICE OFFICER	PETER A		5051.90
230.00	11/26/90	EIGHTEENTH DISTRICT	POLICE OFFICER	MITCHELL R		230.00
176.50	10/25/90	THIRD DISTRICT	POLICE OFFICER	DIANE L		176.50
80.00	8/19/90	FIFTH DISTRICT	POLICE OFFICER	ROLORES		80.00
1621.00	3/06/91	AUTO THEFT SECTION	POLICE OFFICER	MATHIS		1621.00
845.75	5/22/89	SEVENTH DISTRICT	POLICE OFFICER	PATRICK J		845.75
307.00	3/22/91	EIGHTEENTH DISTRICT	POLICE OFFICER	BRYAN W		307.00
106.00	8/28/90	TENTH DISTRICT	POLICE OFFICER	GILLIAN		106.00
75.00	8/21/89	TWENTY-THIRD DISTRICT	POLICE OFFICER	PATRICIA		75.00
45.00	7/11/90	SIXTH DISTRICT	POLICE OFFICER	DARRELL		45.00
84.00	12/23/90	FIFTEENTH DISTRICT	POLICE OFFICER	RENEE		84.00
75.00	9/23/83	CENTRAL DETENTION SECTION	POLICE OFFICER	STEVEN W		75.00
2800.00	2/17/91	TWENTY-SECOND DISTRICT	POLICE OFFICER	THOMAS		2800.00
1094.30	3/02/91	EIGHTH DISTRICT	POLICE OFFICER	LAOVANA K		1094.30
1445.00	6/11/90	INVESTIGATIVE SERVICES ADMINIS	POLICE OFFICER	BERNARD J		1445.00
2806.70	2/04/91	TWENTY-SECOND DISTRICT	POLICE OFFICER	LUSCIOUS		2806.70
39.00	9/07/88	INTERSECTION CONTROL UNIT	POLICE OFFICER	THOMAS P		39.00
551.00	10/29/85	NINETEENTH DISTRICT	POLICE OFFICER	PATRICIA		551.00
93.00	2/20/91	FIFTH DISTRICT	POLICE OFFICER	ALFRED		93.00
95.00	1/20/91	FIFTH DISTRICT	POLICE OFFICER	ROLAND		95.00
2116.00	11/14/90	TWENTY-THIRD DISTRICT	POLICE OFFICER	KATHLEEN A		2116.00
287.00	3/19/91	EIGHTH DISTRICT	POLICE OFFICER	DENNIS F		287.00
1775.50	3/15/91	EIGHTH DISTRICT	POLICE OFFICER	JAMES M		1775.50
1331.00	3/10/91	SIXTEENTH DISTRICT	POLICE OFFICER	WAYNE		1331.00
384.00	1/10/91	NINETEENTH DISTRICT	POLICE OFFICER	RONALD		384.00
5080.80	11/25/84	FIRST DISTRICT	POLICE OFFICER	KATHLEEN A		5080.80
166.00	3/30/91	DETECTIVE DIV AREA 2 PROPERTY	POLICE OFFICER	DENNIS		166.00
251.50	3/13/91	GANG CRIMES ENFORCEMENT DIVISI	POLICE OFFICER	SUSAN P		251.50
435.00	4/01/89		POLICE OFFICER	ROBERT		435.00
110.00			POLICE OFFICER	MICHAEL		110.00
			POLICE OFFICER	MICHAEL A		

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/24/91

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROBINSON	POLICE OFFICER	SEVENTH DISTRICT	3/13/90	518.05
ROBINSON	POLICE OFFICER	ELEVENTH DISTRICT	11/05/90	150.00
ROBLES	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/08/91	539.00
RUIZ	POLICE OFFICER	FOURTEENTH DISTRICT	10/16/90	15.00
SANCHEZ	POLICE OFFICER	TWENTIETH DISTRICT	3/28/91	1320.99
SCANLAN	POLICE OFFICER	NINETEENTH DISTRICT	1/02/91	348.00
SEB	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/04/91	3564.89
SHADER	POLICE OFFICER	EIGHTH DISTRICT	3/08/91	2135.05
SIKLER	POLICE OFFICER	NINTH DISTRICT	12/06/90	635.00
SIMMONS	POLICE OFFICER	FOURTH DISTRICT	3/29/91	623.00
SINENI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	189.00
STASINOPOLLOUS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/18/90	2004.00
TATHAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/89	5040.79
THOMPSON	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/26/90	840.00
TORRES	POLICE OFFICER	FOURTEENTH DISTRICT	3/25/91	1092.00
TORTORIELLO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/02/91	58.00
TRAFICANTI	POLICE OFFICER	EIGHTEENTH DISTRICT	4/09/91	1359.00
TROCHE	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/90	3800.60
TROUP	POLICE OFFICER	TWELFTH DISTRICT	3/08/91	373.00
ULDRYCH	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	218.75
VALLES	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/11/90	1826.50
VLECK	POLICE OFFICER	SIXTH DISTRICT	2/18/89	1100.00
VDLKMAN	POLICE OFFICER	EIGHTH DISTRICT	12/04/90	9305.65
WALSH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/24/91	406.00
WEISSKOPF	POLICE OFFICER	FIFTEENTH DISTRICT	4/03/90	118.00
WELLS	POLICE OFFICER	OHARE LAW ENFORCEMENT	10/14/90	1069.00
WESTPHAL	POLICE OFFICER	TWELFTH DISTRICT	1/02/89	70.00
WILLIAMS	POLICE OFFICER	SEVENTH DISTRICT	2/10/91	20.00
WILLIAMS	POLICE OFFICER	SEVENTH DISTRICT	7/06/75	70.00
ZBUREK	POLICE OFFICER	EIGHTH DISTRICT	10/16/90	850.00
ZELAZO	POLICE OFFICER	TWENTIETH DISTRICT	10/20/90	50.00
CARROLL	FIREFIGHTER	AMBULANCE 7	12/30/90	412.25
GILBRIDE	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	11/18/90	184.00
HARRIS	FIREFIGHTER	TRUCK 15	1/31/89	1022.30
HARTE	PARAMEDIC	TRUCK 52	10/14/89	225.00
KUKNYO	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	4112.80
MARTELL	LIEUTENANT	DISTRICT RELIEF 6	1/20/91	930.00
MIZERA	ENGINEER	ENGINE COMPANY 15	9/10/90	994.00
OBOYLE	CAPTAIN	SQUAD 1	1/02/84	188.00
SKINNER	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	8/03/90	40.00
TAYLOR	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	1/13/85	187.90

(Continued from page 3663)

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of ninety-six (96) 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

*Department Of Public Works:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Nataleen Coleman 9137 South Ada Street Chicago, Illinois 60620	5/17/90 1830 West Monterey Avenue	\$ 100.00

Damage To Vehicles.

*Department Of Police:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Michalek Czeslaw 2813 North Leclair Avenue Chicago, Illinois 60639	12/4/89 Police auto pound	\$1,500.00
Albert Peters c/o Zapolis & Cyze 12413 South Harlem Avenue Palos Heights, Illinois 60463	10/5/89 Police auto pound	856.73
Walter Hyde 1275 West 74th Street Chicago, Illinois 60636	3/13/90 1274 West 74th Street	750.00
Allstate Ins. Co. and Latonya Harris Cl. 4615579119B18 P.O. Box 2503 Greenwood, Indiana 46143	5/7/90 3535 South Cottage Grove Avenue	431.41

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Name And Address	Date And Location	Amount
National Car Rental P.O. Box 35805 Minneapolis, Minnesota 55435 File 01104941400S	12/9/89 2438 North Clark Street	\$ 759.80
Allstate Ins. Co. and Bess Ohyer Cl. 2700867647 P.O. Box 1089 Morton Grove, Illinois 60053	10/19/89 71st and South Ashland Avenue	674.01
Adalberto Ceballos 5309 South Washtenaw Avenue Chicago, Illinois 60632	6/7/90 5309 South Washtenaw Avenue	400.00
Joseph R. Piontek 11045 South Avenue G Chicago, Illinois 60617	7/29/90 727 East 111th Street	2,000.00

Damage To Property.

*Department Of Police:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
William Cordero 3941 West Wellington Avenue Chicago, Illinois 60618	3/14/90 3941 West Wellington Avenue	\$55.00

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
Lela Pryor 1016 North Menard Avenue Chicago, Illinois 60623	4/18/90 1619 South Avers Avenue	\$500.00

Damage To Vehicles.

*Department Of Streets And Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Robert Scott Bernstein 9324 B. Noel Avenue Des Plaines, Illinois 60016	4/24/90 During towing	\$233.27
B & F Coffee Service 3535 Commercial Avenue Northbrook, Illinois 60062	5/22/90 During towing	185.66
Anne Bohrer 2111 Seward Street Evanston, Illinois 60202	4/9/90 North California Avenue and West Albion Avenue	243.65
Doris F. Brown 309 West 150th Street Harvey, Illinois 60426	5/2/90 During towing	220.79
Beverly M. Coleman 645 Yates Avenue Calumet City, Illinois 60409	4/11/89 During towing	341.67

Name And Address	Date And Location	Amount
Virginia Gullo 500 Bradford Elk Grove Village, Illinois 60007	5/10/90 During towing	\$ 608.59
Edward F. Hoban 1000 North Lake Shore Drive Chicago, Illinois 60611	3/21/90 During towing	117.79
Daryl Jones 78 East Elm Street Chicago, Illinois 60611	3/14/90 During towing	312.97
Eddie L. Lasenby II 1751 East 93rd Street Chicago, Illinois 60617	3/6/90 During towing	628.34
Renata Lobodzinski 1155 North Dearborn Street Chicago, Illinois 60610	10/28/89 During towing	77.37
Thomas E. Molotky 6824 Muirfield Court Grand Rapids, Michigan 49546	5/14/90 During towing	689.53
Errol Schnepfer 175 East Delaware Place Apartment 8204 Chicago, Illinois 60611	5/28/89 During towing	1,231.63
Donald Shapiro 1221 West Montana Street Chicago, Illinois 60614	5/10/90 During towing	776.39
Eleanor Humble 5455 North Sheridan Road Chicago, Illinois 60640	9/18/89 During towing	26.12
Madeline McKoane 860 Bisque Drive Barrington Hills, Illinois 60010	6/9/90 During towing	494.37
Sabastian Palladino 180 North LaSalle Street Suite 2100 Chicago, Illinois 60601	3/26/90 During towing	207.00

Name And Address	Date And Location	Amount
James F. Pastor 400 South Green Street Apartment 308 Chicago, Illinois 60607	5/9/90 During towing	\$309.00
Herman Posner 9327 North Lowell Skokie, Illinois 60076	4/21/90 During towing	400.00
Michael W. Purcell 3699A Wyoming Court Great Lakes, Illinois 60088	5/26/90 During towing	539.00
George Soterion 344 West Chestnut Street Chicago, Illinois 60610	5/5/90 During towing	116.71
Walter Stanula 164 Eagle Point Road Fox Lake, Illinois 60020	1/18/90 During towing	75.76
Willie Thomas 8023 South Champlain Avenue Chicago, Illinois 60619	6/14/90 During towing	199.77
Charles Wallace 113 West Elm Street Chicago, Illinois 60610	6/12/90 During towing	570.53
Scott Evan Zimmerman 54 Coventry Northfield, Illinois 60093	6/13/90 During towing	205.00
Dominic D. Calibraro 5041 North Neenah Avenue Chicago, Illinois 60656	6/22/90 During towing	265.00
Grietje Horst 829 South Lyman Oak Park, Illinois 60304	6/19/90 During towing	89.60
Steven Jacobson 345 West Fullerton Parkway Chicago, Illinois 60614	4/10/90 During towing	342.10

Name And Address	Date And Location	Amount
Wieslaw Kniaz 1850 South Maple Berwyn, Illinois 60402	5/30/90 During towing	\$410.12
Lucia Manzano 20 North Wacker Drive Room 1010 Consulate of Brazil Chicago, Illinois 60606	4/26/90 839 West Ainslie Street	352.23
Juan Marquez 2940 West Diversey Avenue Chicago, Illinois 60647	6/6/90 During towing	300.00
Jennifer McArdle 6 South 185 Cape Road Naperville, Illinois 60540	5/20/90 During towing	455.51
Todd Scott 1011 North Clark Street Apartment 212 Chicago, Illinois 60610	6/2/90 During towing	140.50
Darrell Smith 9205 Lakeridge Drive Louisville, Kentucky 40272-2413	6/10/90 During towing	26.25
American Family Ins. and Cynthia Harris Cl. 241-5118740526 P.O. Box 59173 Minneapolis, Minnesota 55459-0173	5/31/90 During towing	555.01
Erica Cicero 222 Lake Street Evanston, Illinois 60201	6/1/90 During towing	57.50
Thomas Cypher 71 McKinnie Avenue Pittsburgh, Pennsylvania 15136	6/2/90 During towing	82.50

Name And Address	Date And Location	Amount
Anna Christie Garcia 2218 West Addison Street Chicago, Illinois 60618	7/17/90 During towing	\$400.00
Thomas M. Guerin 9027 Grant Avenue Brookfield, Illinois 60513	7/15/90 During towing	418.70
Robert Johnson 9117 South Leavitt Street Chicago, Illinois 60620	6/1/90 2100 East 103rd Street	121.12
Howard Kagan 2648 North Mildred Avenue Chicago, Illinois 60614	5/6/90 During towing	420.13
Daryl Kruse 115 South Vine Street West Union, Iowa 52175	6/7/90 During towing	107.44
Gary Mau 1734 North Normandy Avenue Chicago, Illinois 60635	6/18/90 During towing	492.79
Howard Moore 5508 West Thomas Street Chicago, Illinois 60651	5/2/90 During towing	741.80
Page Nader 401 East Ontario Street Apartment 3204 Chicago, Illinois 60611	6/12/90 During towing	268.02
Paul Rowley 4148 North Greenview Avenue Apartment 2 Chicago, Illinois 60613	6/30/90 During towing	329.00
Kevin Seymour 2706 20th Street Zion, Illinois 60099	5/16/90 During towing	200.00

Name And Address	Date And Location	Amount
Alice Strong 215 North Parkside Avenue Chicago, Illinois 60644	7/18/90 During towing	\$169.00
Jennifer Thomas 1705 North Crilly Court Chicago, Illinois 60614	4/13/90 During towing	89.00
Darnell Thompson 2356 East 68th Street Chicago, Illinois 60649	6/16/90 During towing	429.20
Timothy A. Van Fleet 1208 California Avenue Aurora, Illinois 60506	6/24/90 During towing	400.00
Akkawi R. Wagas 2246 West Farwell Street Apartment 2 Chicago, Illinois 60645	7/4/90 During towing	559.78
Beverly Weirather 4311 Cheyenne Avenue Apartment 7 Davenport, Iowa 52806	7/1/90 During towing	214.64
Susan G. Regner 2338 West 25th Street Chicago, Illinois 60608	7/10/90 South Damen Avenue and West 16th Street	466.52
Joseph Salvo 7041 West Addison Street Chicago, Illinois 60634	7/8/90 4020 West Addison Street	225.00
Cynthia Doran 716 Morgan Elgin, Illinois 60123	6/27/90 During towing	65.00
Peter Kavalauskas 3722 South Emerald Avenue Chicago, Illinois 60609	9/20/90 During towing	67.54
Michael P. Miller 37 Southern M.H.P. Carbondale, Illinois 62901	9/9/90 During towing	105.25

Name And Address	Date And Location	Amount
Reginald Jackson 2064 West 75th Place Chicago, Illinois 60620	9/27/90 During towing	\$ 52.00
Barbara Strauss 9301 Kenton Apartment 416 Skokie, Illinois 60076	10/10/90 During towing	25.00
Julie Kutchin 1013 Woodmount Drive New Albany, Indiana 47150	10/6/90 During towing	54.00
William Vanecko 2339 York Blue Island, Illinois 60406	10/31/90 During towing	25.00
Oliver W. Raz 3937 North Plainfield Avenue Chicago, Illinois 60634	10/22/90 6600 West Addison Street	8.00
Phyllis Jaffe 200 East Delaware Street Apartment 30-B Chicago, Illinois 60611	12/10/90 420 North Ogden Avenue	181.63
William F. Pahle 30 East Elm Street Chicago, Illinois 60611	12/7/90 400 North Ogden Avenue	88.00
Christine Eagle 5412 North Lovejoy Avenue Chicago, Illinois 60630	1/3/91 West Lowell and North Elston Avenues	228.96
Barbara R. Cohen 2882 Arlington Avenue Highland Park, Illinois 60035	6/20/90 During towing	539.30
Rodolfo Prince 4516 South Greenwood Avenue Chicago, Illinois 60653	6/13/90 During towing	400.00

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Name And Address	Date And Location	Amount
Thomas J. Noetzel 9105 West 120th Street Palos Park, Illinois 60464	6/23/91 1200 North State Street	\$1,959.34
Economy Preferred Insurance Co./Coela Henderson 500 Economy Court Freeport, Illinois 61032 File 11003-9796-5 AA6 A02	2/17/90 9256 South Perry- Avenue	481.75

Damage To Property.

*Department Of Streets And Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Keith Dobbe 2218 North Spaulding Avenue Chicago, Illinois 60647	4/6/90 Alley behind 2218 North Spaulding Avenue	\$100.00
Xellethlyn Williams 9341 South Colfax Avenue Chicago, Illinois 60617	8/7/89 9341 South Colfax Avenue	250.00
Sidney Washington 3228 South Prairie Avenue Chicago, Illinois 60616	5/17/90 Alley behind 3228 South Prairie Avenue	280.00
Rosemarie Foy 154 West Burton Place Chicago, Illinois 60610	7/26/90 154 West Burton Place	112.85

Damage To Vehicle.

*Department Of Animal Control:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Jose Alfaro 2730 North Parkside Avenue Chicago, Illinois 60639	6/12/90 2835 North California Avenue	\$500.00

Damage To Property.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
The Peoples Gas Light & Coke Co. 122 South Michigan Avenue Room 311 Chicago, Illinois 60603 Attention: Art Richardson	5/31/90 2234 North Central Park Avenue	\$510.35
The Peoples Gas Light & Coke Co. 122 South Michigan Avenue Room 311 Chicago, Illinois 60603 Attention: Art Richardson	5/23/90 3552 West LeMoyne Street	662.67

Name And Address	Date And Location	Amount
The Peoples Gas Light & Coke Co. 122 South Michigan Avenue Room 311 Chicago, Illinois 60603 Attention: Art Richardson	5/24/90 1440 North Central Avenue	\$ 447.77
Paul Tscherwenka 4839 North Prospect Avenue Norridge, Illinois 60656	5/1/89 5935 West Addison Street	1,500.00

; 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
Katherine Shafford P.O. Box 288487 249 East 113th Street Chicago, Illinois 60628	8/7/89 -- 11/25/90 249 East 113th Street	\$400.00
Ronco Mirror Company 4340 -- 4358 West Roosevelt Road Chicago, Illinois 60624	5/4/89 -- 11/22/89 4340 -- 4358 West Roosevelt Road	400.00
Mark Stehle 1839 West Evergreen Avenue Chicago, Illinois 60622	3/20/89 -- 2/8/90 1543 North Rockwell Street	400.00
Marvin Rayford 1845 Ranchview Avenue Naperville, Illinois 60565	1/24/90 -- 3/30/90 8001 -- 8003 South Wood Street	342.33
John Massori 2654 North Menard Avenue Chicago, Illinois 60639	11/14/85 -- 3/4/86 2654 North Menard Avenue	400.00

Name And Address	Date And Location	Amount
Eddie Connor 114 South Damen Avenue Chicago, Illinois 60612	2/15/90 -- 4/18/90 114 South Damen Avenue	\$109.65

Damage To Vehicle.

*Department Of Consumer Services:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Paul T. Zaremba 323 West Concord Place Apartment 6 Chicago, Illinois 60614	5/4/90 North Halsted Street, West Fullerton Avenue and North Lincoln Avenue	\$400.00

**AUTHORIZATION OF SUNDRY CLAIMS FOR
CONDOMINIUM REFUSE REBATES.**

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing payment of four hundred and forty-seven condominium refuse rebate 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

[List of claimants printed on pages 3700 through
3710 of this Journal.]

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/24/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
ADDISON COMMONS CONDOS	17	SEMI-ANNUAL	637.50	THOMAS W. CULLERTON	38
ALDOINE COURT CONDOMINIUM ASSN	27	SEMI-ANNUAL	1,012.50	BERNARD J. HANSEN	44
APLEWAY CONDOMINIUMS	6	ANNUAL	450.00	JOHN S. MADRZYK	13
ASTOR INCORPORATED	11	ANNUAL	825.00	EDWIN W. EISENDRATH	43
ASTOR TOWERS CONDO. ASSOC.	75	ANNUAL	4,429.92	EDWIN W. EISENDRATH	43
ASTOR-BANKS CONDOMINIUM ASSN.	12	SEMI-ANNUAL	450.00	EDWIN W. EISENDRATH	43
ATHLETIC CONDOMINIUM ASSN.	10	ANNUAL	750.00	BERNARD J. HANSEN	44
AUSTIN KANOR CONDO ASSOC.	16	SEMI-ANNUAL	600.00	PATRICK J. LEVAR	45
AZTEC CONDOMINIUM ASSOCIATION	16	ANNUAL	1,200.00	EDWIN W. EISENDRATH	42
BANBURY HILL CONDO ASSOC	43	SEMI-ANNUAL	1,145.00	BRIAN G. DOHERTY	41
BEACH POINT TOWER CONDO.	93	ANNUAL	6,975.00	MARY ANN SMITH	48
BEACON PLACE CONDO ASSOC.	6	ANNUAL	450.00	HELEN SHILLER	46
BEEKMAN PLACE HOMEOWNERS ASSN.	42	SEMI-ANNUAL	1,484.00	EDWIN W. EISENDRATH	43
BEL OAKS WEST CONDO. ASSOC.	37	ANNUAL	2,775.00	BERNARD L. STONE	50
BELDEN-COMMUNWEALTH CONDO.	12	ANNUAL	900.00	EDWIN W. EISENDRATH	43
BELGRAVIA TERRACE CONDO. ASSN.	30	SEMI-ANNUAL	1,125.00	EDWIN W. EISENDRATH	43
BELL-WEST CONDOMINIUM ASSN.	30	ANNUAL	1,823.44	BERNARD L. STONE	50
BELLE PLAINE CONDO. ASSOC.	24	ANNUAL	1,786.20	MICHAEL A. WOJCIK	35
BELMONT CONDOMINIUM ASSN.	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	44
BELMONT-CARTRIDGE CONDOMINIUM	9	ANNUAL	475.00	BERNARD J. HANSEN	44
BEVERLY LANE TOWN OWNERS ASSN.	16	ANNUAL	1,120.00	GINGER RUGAI	19
BIRCH TREE MANOR #5 CONDO	18	SEMI-ANNUAL	475.00	BRIAN G. DOHERTY	41
BIRCH TREE MANOR #6 CONDOMIN-	18	SEMI-ANNUAL	454.44	BRIAN G. DOHERTY	41
BIRCH TREE MANOR CONDO #4	18	ANNUAL	1,350.00	BRIAN G. DOHERTY	41
BIRCH TREE MANOR CONDO ASSOC	18	SEMI-ANNUAL	675.00	BRIAN G. DOHERTY	41
BIRCHWOOD CONDOMINIUM ASSN.	12	ANNUAL	1,425.00	JOE MOORE	49
BIRCHWOOD ON THE LAKE CONDO.	42	SEMI-ANNUAL	1,575.00	MARY ANN SMITH	48
BLACKSTONE CONDOMINIUM	13	ANNUAL	1,350.00	LAURENCE S BLOOM	05
BLACKSTONE COURT CONDOMINIUM	13	ANNUAL	975.00	LAURENCE S BLOOM	05
BODDIER CONDOMINIUM ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
BRETTON COURT BIFLEX OWNERS	32	SEMI-ANNUAL	1,056.00	MICHAEL A. WOJCIK	35
BRIAR COURT TOWNHOMES	7	ANNUAL	525.00	BERNARD J. HANSEN	44
BRIDGEVIEW GARDENS CONDOMINIUM	12	SEMI-ANNUAL	572.00	BRIAN G. DOHERTY	41
BROMPTON CONDOMINIUM ASSN.	61	ANNUAL	3,593.40	HELEN SHILLER	46
BYRON CONDOMINIUM ASSOCIATION	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
CALDWELL WOODS CONDO ASSOC.	9	SEMI-ANNUAL	337.50	BRIAN G. DOHERTY	41
CAMDEN COURT CONDO. ASSN.	23	ANNUAL	1,159.20	GINGER RUGAI	19
CAMELOT CONDOMINIUM ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
CAMPUS COMMONS CONDOMINIUM	44	ANNUAL	1,323.00	LAURENCE S BLOOM	05
CAMPUS GREEN TOWNHOUSES	46	ANNUAL	3,450.00	THEODORE MAZOLA	01
CAPE HAYES CONDOMINIUM ASSN.	12	ANNUAL	900.00	JOE MOORE	49
CARL SANDBURG VILLAGE CONDO	615	SEMI-ANNUAL	12,144.00	BURTON F. NATARUS	42
CAROUSEL COURT CONDO ASSOC	30	ANNUAL	1,980.00	PATRICK J. LEVAR	45
CHASE-ASHLAND CONDOMINIUM ASSN	6	SEMI-ANNUAL	225.00	JOE MOORE	49
CHASE-ON-THE-LAKE CONDOMINIUM	47	ANNUAL	3,525.00	MARY ANN SMITH	48

7/24/91

REPORTS OF COMMITTEES

3701

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/24/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
CHELSEA CONDOMINIUM ASSN.	12	ANNUAL	900.00	LAURENCE S BLOOM	05
CHEVALIER CONDOMINIUM ASSOC	20	SEMI-ANNUAL	750.00	BRIAN G. DOHERTY	41
CHICAGO-CONCORD LANE CONDO.	20	ANNUAL	1,500.00	EDWIN W., EISENDRATH	43
CHIPPEWA APARTMENTS ASSN.	55	ANNUAL	2,860.00	TONI , PRECKWINKLE	04
CLOISTERS EAST	7	ANNUAL	525.00	LAURENCE S BLOOM	05
COLUMBIA COURT HOMEOWNERS	13	ANNUAL	975.00	JOE MOORE	49
COLUMBIAN CONDOMINIUM ASSN.	18	ANNUAL	1,350.00	LAURENCE S BLOOM	05
CONSERVATORY CONDOMINIUM ASSN.	40	SEMI-ANNUAL	1,500.00	EDWIN W., EISENDRATH	43
COPPER BEECHES CONDOMINIUM	8	ANNUAL	600.00	JOE MOORE	49
CORNELLIA COURTS CONDO ASSN. II	6	ANNUAL	450.00	WILLIAM JP BANKS	36
CORNERSTONE CONDO. ASSOC.	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
CORTINA COURT CONDO. ASSN.	25	ANNUAL	1,358.00	BERNARD J. HANSEN	44
COURTYARD CONDOMINIUM ASSOC.	18	SEMI-ANNUAL	450.00	JOHN S. MADZYK	13
CRANSTON CONDOMINIUM ASSOC.	46	ANNUAL	3,240.00	LAURENCE S BLOOM	05
DELAWARE PLACE	16	ANNUAL	1,200.00	BURTON F. NATARUS	42
DICKENS COURT CONDOMINIUM ASSN	42	ANNUAL	1,520.88	EDWIN W., EISENDRATH	43
DICKENS PLACE CONDO. ASSN.	25	ANNUAL	1,220.00	EDWIN W., EISENDRATH	43
DORAL SOUTH CONDOMINIUM ASSN.	50	ANNUAL	1,764.00	WILLIAM M. BEAVERS	07
DORCHESTER CONDOMINIUM ASSN.	24	ANNUAL	1,800.00	MARK J. FAFY	12
DOYLE'S CONDOMINIUM ASSN.	5	ANNUAL	450.00	JOHN S. MADZYK	13
EAST VIEW PARK CONDO. ASSN.	110	SEMI-ANNUAL	4,076.00	LAURENCE S BLOOM	05
EASTWOOD MANOR CONDO. ASSN.	7	ANNUAL	525.00	THOMAS W. CULLERTON	38
EDGEMOOD MANOR CONDOMINIUM ASSN.	6	ANNUAL	450.00	TONI , PRECKWINKLE	04
EDGEMOOD MANOR #1	11	SEMI-ANNUAL	412.50	BRIAN G. DOHERTY	41
EDGEMOOD MANOR III	11	SEMI-ANNUAL	412.50	BURTON F. NATARUS	42
EDISON FOUNTAIN PLACE CONDO.	14	SEMI-ANNUAL	525.00	BRIAN G. DOHERTY	41
EDISON PARKER CONDOMINIUM #1	12	SEMI-ANNUAL	450.00	BRIAN G. DOHERTY	41
EDISON VILLAGE CONDO ASSOC.	8	SEMI-ANNUAL	247.86	THOMAS W. CULLERTON	38
EDWARDS STREET CONDO ASSOC.	8	SEMI-ANNUAL	300.00	PATRICK J. LEVAR	45
EUGENIE PARK CONDOMINIUM	32	ANNUAL	1,841.12	EDWIN W., EISENDRATH	43
EVELYN LANE CONDOMINIUM	46	SEMI-ANNUAL	1,750.04	BRIAN G. DOHERTY	41
FACTORY CONDOMINIUM ASSN.	11	ANNUAL	792.58	EDWIN W., EISENDRATH	43
FAIRBANKS CONDOMINIUM ASSC.	22	ANNUAL	2,025.00	BERNARD J. HANSEN	44
FAIRFIELD CONDO ASSOC.	12	ANNUAL	600.00	TONI , PRECKWINKLE	04
FARWELL GREEN CONDOMINIUM	12	ANNUAL	500.00	JOE MOORE	49
FARWELL TERRACE CONDOMINIUM	12	ANNUAL	900.00	JOE MOORE	49
FIFTEEN-THIRTY NORTH STATE	12	SEMI-ANNUAL	450.00	EDWIN W., EISENDRATH	43
FIRESIDE CONDOMINIUM ASSN.	16	ANNUAL	1,200.00	BERNARD J. HANSEN	44
FIVE THOUSAND EAST END AVENUE	104	ANNUAL	5,080.00	TONI , PRECKWINKLE	04
FORD CITY CONDOMINIUM ASSN.	320	ANNUAL	13,955.00	JOHN S. MADZYK	13
FOREST TOWERS CONDOMINIUM #1	39	ANNUAL	2,778.30	BRIAN G. DOHERTY	41
FOREST TOWERS II	39	SEMI-ANNUAL	1,462.50	BRIAN G. DOHERTY	41
FOUNTAIN PLACE CONDO ASSOC.	11	SEMI-ANNUAL	412.50	BRIAN G. DOHERTY	41
FRANCISCO/ROSEMONT CONDOMINIUM	28	ANNUAL	2,100.00	BERNARD L. STONE	50
FRIENDLY VILLAGE #3 CONDO	12	SEMI-ANNUAL	409.20	BRIAN G. DOHERTY	41

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/24/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
FRIENDLY VILLAGE #4 CONDO	18	SEMI-ANNUAL	675.00	BRIAN G. DOHERTY	41
FULLERTON-GENEVA CONDO. ASSN.	19	ANNUAL	1,425.00	EDWIN W.. EISENDRATH	43
GALLERY CONDOMINIUM ASSN.	16	ANNUAL	1,020.00	GINGER RUGAI	19
GALLERY LOFTS	31	ANNUAL	1,437.75	TERRY M.. GABINSKI	32
GASLIGHT VILLAGE CONDO ASSN.	81	ANNUAL	5,555.00	BERNARD J. HANSEN	44
GENESTS II HOUSING COOPERATIVE	27	ANNUAL	1,451.00	LAURENCE S BLOOM	05
GOODFRIEND CONDOMINIUM ASSN.	10	ANNUAL	750.00	TONI . PRECKWINKLE	04
GORDON TERRANCE CONDO ASSOC.	22	ANNUAL	1,520.00	HELEN SHILLER	46
GRACEWOOD CONDOMINIUM ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
GRANVILLE SYNDICATE	6	ANNUAL	450.00	JOE MOORE	49
GRANVILLE TERRACE MUTUAL TRUST	116	ANNUAL	4,770.93	BERNARD L. STONE	50
GREENLEAF BEACH CONDO. CORP.	26	ANNUAL	1,507.00	JOE MOORE	49
GREENWOOD PARK CONDO. ASSN.	6	ANNUAL	450.00	TONI . PRECKWINKLE	04
GROVE CONDO ASSOCIATION	10	ANNUAL	750.00	LORRAINE L DIXON	08
GROVE VENTURE CONDOMINIUM	10	ANNUAL	744.00	LORRAINE L DIXON	08
HAMPDEN COURT CONDOMINIUM ASSN	23	ANNUAL	1,725.00	EDWIN W.. EISENDRATH	43
HANFON HOUSE CONDOMINIUM	88	ANNUAL	3,860.00	LAURENCE S BLOOM	05
HANOVER CONDOMINIUM	168	SEMI-ANNUAL	4,380.00	BURTON F. NATARUS	42
HARBOR WEST CONDOMINIUM ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
HARPER SQUARE HOUSING CORP.	591	SEMI-ANNUAL	11,437.00	MARY ANN SMITH	48
HEATHER OAKS CONDOMINIUM ASSN.	80	ANNUAL	754.30	BERNARD J. HANSEN	44
HERINGWAY HOUSE CONDO. ASSN	280	SEMI-ANNUAL	6,170.94	EDWIN W.. EISENDRATH	43
HIGGINS MAJOR CONDOMINIUM	8	SEMI-ANNUAL	300.00	BRIAN G. DOHERTY	41
HOLLYWOOD RIDGEVIEW CONDO.	6	ANNUAL	450.00	MARY ANN SMITH	48
HONE BY THE PARK CONDOMINIUMS	13	ANNUAL	975.00	BERNARD L. STONE	50
HUDSON CONDO ASSOCIATION	7	ANNUAL	525.00	BERNARD J. HANSEN	44
HUDSON PLACE CONDOMINIUM ASSN.	21	ANNUAL	1,575.00	EDWIN W.. EISENDRATH	43
HURON & WELLS CONDO. ASSN.	14	ANNUAL	1,050.00	BURTON F. NATARUS	42
HYDE PARK BLVD. CONDO. ASSN.	15	ANNUAL	774.00	TONI . PRECKWINKLE	04
HYDE PARK-WOODLAWN CONDO. ASSN	36	ANNUAL	2,016.00	TONI . PRECKWINKLE	04
IMPERIAL TOWERS CONDO ASSOC.	822	SEMI-ANNUAL	15,933.60	HELEN SHILLER	46
INNISBROOK CONDO ASSOC. #4	54	SEMI-ANNUAL	2,025.00	BRIAN G. DOHERTY	41
INNISBROOK CONDO ASSOC. #5	54	SEMI-ANNUAL	2,025.00	BRIAN G. DOHERTY	41
IRVING PARK TERRACE CONDO.	44	SEMI-ANNUAL	1,456.00	THOMAS W. CULLERTON	38
JACKSON COURT APARTMENTS	26	ANNUAL	1,650.00	LAURENCE S BLOOM	05
JACKSON SHORE COOPERATIVE	21	ANNUAL	1,575.00	LAURENCE S BLOOM	05
JACKSON TOWERS CONDOMINIUM	78	ANNUAL	3,600.00	LAURENCE S BLOOM	05
JARVIS ON THE LAKE CONDOMINIUM	92	ANNUAL	4,579.80	JOE MOORE	49
JEFFERSON PLACE CONDO. ASSN.	12	SEMI-ANNUAL	450.00	PATRICK J. LEVAR	45
JUNEWAY BUILDING CORPORATION	18	ANNUAL	1,350.00	JOE MOORE	49
KATHLEEN CONDOMINIUM	9	SEMI-ANNUAL	337.50	BRIAN G. DOHERTY	41
KEDVALE TERRACE CONDOMINIUM	18	SEMI-ANNUAL	675.00	PATRICK J. LEVAR	45
KENTON BUILDING CORPORATION	6	SEMI-ANNUAL	225.00	JOHN S. MADRZYK	13
KENWOOD GREEN CONDOMINIUM	21	ANNUAL	1,472.00	LAURENCE S BLOOM	05
KEYSTONE COURTS CONDO. ASSN.#1	15	ANNUAL	587.00	PATRICK J. LEVAR	45

7/24/91

REPORTS OF COMMITTEES

3703

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/24/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	
KEYSTONE GARDENS CONDOMINIUM	24	ANNUAL	1,800.00	PATRICK J. LEVAR	45
KING'S COURT CONDO. ASSN.	24	ANNUAL	1,800.00	LAWRENCE S. BLOOM	05
KING'S COURT CONDO. ASSN.	26	ANNUAL	1,733.20	BERNARD J. HANSEN	44
KINGS RIDGE CONDOMINIUM	8	SEMI-ANNUAL	300.00	BRIAN G. DOHERTY	41
L'AVINIP CONDOMINIUM ASSOC.	27	SEMI-ANNUAL	1,012.50	JAMES J. LASKI	23
LABELLA CASA CONDOMINIUM	12	SEMI-ANNUAL	450.00	GINGER RUGAI	19
LAKE MANOR APT. BLDG. CORP.	27	ANNUAL	2,025.00	JOE MOORE	49
LAKE PARK PLAZA CONDO ASSOC.	448	SEMI-ANNUAL	14,798.00	HELEN SHILLER	41
LAKE SHORE CONDOMINIUM ASSN.	230	ANNUAL	2,625.27	EDWIN W. EISENDRATH	43
LARABEE COMMONS CONDOMINIUM	49	ANNUAL	3,671.04	EDWIN W. EISENDRATH	43
LAWRENCE CONDOMINIUM ASSOC.	7	SEMI-ANNUAL	262.50	PATRICK J. LEVAR	45
LAWRENCE PLACE CONDO ASSOC.	24	SEMI-ANNUAL	459.78	BRIAN G. DOHERTY	41
LEXINGTON HOUSE CONDO	11	SEMI-ANNUAL	412.50	BRIAN G. DOHERTY	41
LINT-LAKE APARTMENT TRUST	88	SEMI-ANNUAL	2,857.00	JOE MOORE	49
MASON MANOR, INC.	24	ANNUAL	1,452.00	SAM BURRELL	20
MASON TERRACE CONDOMINIUM	18	ANNUAL	1,350.00	PATRICK J. LEVAR	45
MAUGARD HOUSE CONDOMINIUM	24	SEMI-ANNUAL	900.00	BRIAN G. DOHERTY	41
MELROSE GARDEN CONDOMINIUM	18	ANNUAL	1,290.00	BERNARD J. HANSEN	44
NEWS ON DORECHESTER CONDO.	25	ANNUAL	1,684.00	LAWRENCE S. BLOOM	05
NIA CASA APT. BLDG. CORP.	21	ANNUAL	1,575.00	LAWRENCE S. BLOOM	05
NINETY APARTMENT BUILDING CORP.	37	ANNUAL	1,890.00	LAWRENCE S. BLOOM	05
NINETY CONDO. ASSOCIATION	6	ANNUAL	449.50	JOHN S. MADSEN	12
NILDAWAY VIEW APARTMENTS	20	ANNUAL	940.00	LAWRENCE S. BLOOM	05
MILWAUKEE COURTS CONDO ASSN.	18	ANNUAL	775.00	PATRICK J. LEVAR	45
MO-AD CORPORATION	14	ANNUAL	873.40	RICHARD F. NELL	33
NAVARRA CONDO. ASSOC.	5	ANNUAL	450.00	JOE MOORE	49
NEWBERRY MANSION, INC.	6	ANNUAL	450.00	BURTON F. NATARUS	42
NORTH SHORE BEACH CONDO. ASSN.	19	ANNUAL	1,425.00	JOE MOORE	49
NORTH SHORE CONDO. ASSN.	15	ANNUAL	1,032.00	JOE MOORE	49
NORTHWEST POINT CONDO ASSOC.	10	SEMI-ANNUAL	375.00	BRIAN G. DOHERTY	41
NORTHWEST POINT CONDOMINIUMS	30	SEMI-ANNUAL	1,125.00	BRIAN G. DOHERTY	41
NORTHWEST TERRACE CONDO ASSOC.	24	SEMI-ANNUAL	1,064.00	BRIAN G. DOHERTY	41
NORTHWEST TERRACE CONDO BLDG	28	SEMI-ANNUAL	1,050.00	BRIAN G. DOHERTY	41
NORTHWEST TERRACE CONDO.#2	28	SEMI-ANNUAL	1,050.00	BRIAN G. DOHERTY	41
NOBWOOD COURT INC	36	SEMI-ANNUAL	1,350.00	BRIAN G. DOHERTY	41
OAKDALE COURT CONDO. ASSN	31	SEMI-ANNUAL	1,162.50	BERNARD J. HANSEN	44
OAKFIELD WEST CONDO ASSN.	224	ANNUAL	10,210.00	WILLIAM JP BANKS	36
OGDEN PK. PLACE OWNERS ASSOC.	16	SEMI-ANNUAL	600.00	EDWIN W. EISENDRATH	43
OLMSTED CONDOMINIUM ASSOC.	9	SEMI-ANNUAL	337.50	BRIAN G. DOHERTY	41
ONE MAGNIFICENT MILE CONDO.	182	SEMI-ANNUAL	6,509.50	BURTON F. NATARUS	42
ORCHARD GARDENS CONDO. ASSN.	8	ANNUAL	600.00	EDWIN W. EISENDRATH	43
ORIENTAL TERRACE HOMEOWNERS	98	ANNUAL	4,920.00	THEODORE MAZOLA	01
PANDORAMA CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
PARK ASTOR CONDOMINIUM	67	SEMI-ANNUAL	2,310.00	EDWIN W. EISENDRATH	43
PARK MANOR CONDOMINIUM	12	ANNUAL	900.00	PATRICK J O'CONNOR	40

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/24/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
PARK WEST CONDOMINIUM #8518	6	ANNUAL	450.00	BRIAN G. DOHERTY	41
PARKER II CONDOMINIUM ASSOC.	12	ANNUAL	748.50	BRIAN G. DOHERTY	41
PARKVIEW CONDOMINIUM ASSN.	18	ANNUAL	1,350.00	LAURENCE S BLOOM	05
PARKVIEW EAST CONDO ASSOC.	30	SEMI-ANNUAL	1,125.00	BRIAN G. DOHERTY	41
PARKVIEW TOWER CONDO ASSOC.	150	ANNUAL	5,036.66	EDWIN W. EISENDRATH	43
PARKWAY CIRCLE CONDO ASSOC.	50	SEMI-ANNUAL	1,818.00	BRIAN G. DOHERTY	41
PAULINA TERRACE CONDO. ASSOC.	20	SEMI-ANNUAL	750.00	PATRICK J. LEVAR	45
PAXTON PLACE CONDO. ASSN.	15	ANNUAL	1,125.00	LAURENCE S BLOOM	05
PENBROKE-CAMBRIDGE ASSOCIATION	6	ANNUAL	450.00	BERNARD J. HANSEN	44
PINE GROVE CONDOMINIUM ASSN.	21	ANNUAL	1,575.00	EDWIN W. EISENDRATH	43
PIONEER COOPERATIVE, INC.	21	ANNUAL	1,575.00	TONI P. PECKUINKLE	04
POINT EAST CONDOMINIUM	50	SEMI-ANNUAL	1,875.00	BRIAN G. DOHERTY	41
POINT LOMA CONDOMINIUM ASSN.,	6	ANNUAL	450.00	JOE MOORE	49
PRATT-LAKE CONDOMINIUM ASSN.	5	ANNUAL	450.00	JOE MOORE	49
PROMONTORY APARTMENTS TRUST	122	ANNUAL	1,365.00	LAURENCE S BLOOM	05
PUEBLO COMMONS CONDO. ASSN.	208	ANNUAL	8,856.00	BRIAN G. DOHERTY	41
RAVEN PLACE CONDOMINIUM ASSN.	34	SEMI-ANNUAL	626.22	BRIAN G. DOHERTY	41
RIDGE ESTATE CONDOMINIUM ASSN.	24	SEMI-ANNUAL	900.00	BERNARD L. STONE	50
RITCHIE TOWER CONDOMINIUM	108	SEMI-ANNUAL	3,125.00	EDWIN W. EISENDRATH	43
RIVERS EDGE CONDOMINIUM ASSN.	24	ANNUAL	1,135.00	HELEN SHILLER	46
SANGAMON LOFT	81	ANNUAL	5,987.00	THEODORE NAZOLA	01
SAURASHASH OAKS CONDO. ASSN.	14	ANNUAL	1,020.00	THOMAS W. CULBERTON	39
SEMINARY GARDEN CONDOMINIUM	16	ANNUAL	1,550.00	EDWIN W. EISENDRATH	43
SHAKESPEARE BUILDING CORP.	24	ANNUAL	1,800.00	EDWIN W. EISENDRATH	43
SHEFFIELD MANOR CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
SHEWANUTAH CONDO ASSOC INC	9	SEMI-ANNUAL	337.50	BRIAN G. DOHERTY	41
SHERIDAN EAST	8	ANNUAL	480.00	JOE MOORE	49
SHERIDAN LAKE-SIDE CONDO.	58	ANNUAL	2,430.00	JOE MOORE	49
SHORE CLUB CONDO ASSOC.	16	ANNUAL	908.00	LAURENCE S BLOOM	05
SHORELINE TOWERS CONDOMINIUM	377	SEMI-ANNUAL	2,769.95	JOE MOORE	49
SODA POP FACTORY CONDO. ASSN.	9	ANNUAL	675.00	EDWIN W. EISENDRATH	43
SOUTH GRAND CONDO. ASSN.	42	ANNUAL	2,000.00	LAURENCE S BLOOM	05
SOUTH HOMAN CONDO ASSN.	6	SEMI-ANNUAL	300.00	JOHN S. MADZYK	13
SOUTH SHORE CLUB CONDO ASSN.	16	ANNUAL	1,200.00	LAURENCE S BLOOM	05
SOUTH SHORE VILLA CONDO. ASSN.	40	ANNUAL	2,668.00	LAURENCE S BLOOM	05
SPRINGFIELD COURT CONDO. ASSN.	8	SEMI-ANNUAL	271.80	JOHN S. MADZYK	13
STRATFORD HOUSE-ON-THE-LAKE	40	SEMI-ANNUAL	1,440.00	JOE MOORE	49
SUN VILLA CONDO	9	SEMI-ANNUAL	316.00	MICHAEL A. WOJCIK	35
THE BARRY CONDOMINIUM	65	SEMI-ANNUAL	2,437.50	BERNARD J. HANSEN	44
THE BRIGHTON OF LINCOLN PARK	73	ANNUAL	2,683.04	EDWIN W. EISENDRATH	43
THE BRAKE TOWER APTS., INC.	68	SEMI-ANNUAL	1,491.00	BURTON F. NATARUS	42
THE EDISONAIRE CONDOMINIUMS	8	SEMI-ANNUAL	300.00	BRIAN G. DOHERTY	41
THE OAK GROVE CONDOMINIUM ASSN	10	ANNUAL	750.00	BERNARD J. HANSEN	44
THE PARK CONDOMINIUM ASSOC.	45	SEMI-ANNUAL	1,398.00	PATRICK J. LEVAR	45
THE PAXTON CONDOMINIUM, INC.	18	ANNUAL	1,260.00	LAURENCE S BLOOM	05

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REPORTS OF COMMITTEES

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CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/24/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
THE PLAZA ON DEWITT CONDO ASSC	407	SEMI-ANNUAL	7,272.20	MARY ANN SMITH	48
THE PORTALS AT GRANT PLACE	50	ANNUAL	3,750.00	EDWIN W. EISENDRATH	43
THE RUSKIN APARTMENTS, INC.	15	ANNUAL	1,125.00	LAWRENCE S. BLOOM	05
THE VERANO CONDO ASSOC.	27	ANNUAL	1,626.00	EDWIN W. EISENDRATH	43
THE 1115 SOUTH PLYMOUTH COURT	73	SEMI-ANNUAL	1,504.50	THEODORE MAZOLA	01
THE 1169 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL	1,529.57	THEODORE MAZOLA	01
THE 1325 BIRCHWOOD BUILDING	18	ANNUAL	1,350.00	JOE MOORE	49
THE 1330 STATE PARKWAY	43	SEMI-ANNUAL	1,340.65	EDWIN W. EISENDRATH	43
THE 2159 NORTH HARLEM BUILDING	12	ANNUAL	900.00	WILLIAM JP BANKS	36
THE 2736 N. HAMPOEN CT. CONDO.	16	ANNUAL	1,200.00	EDWIN W. EISENDRATH	43
TIPRANY SQUARE CONDO ASSOC.	6	ANNUAL	450.00	JOE MOORE	49
TUDOR GABLES BUILDING CORP.	114	SEMI-ANNUAL	825.00	TONI FRECKWINKLE	04
TURNER HOUSE CONDO. ASSOC.	6	ANNUAL	450.00	TONI FRECKWINKLE	04
TWO EAST OAK CONDO ASSOC.	299	SEMI-ANNUAL	5,685.80	BURTON F. NATARUS	42
TWO HUNDRED NINE LAKE SHORE	54	SEMI-ANNUAL	2,025.00	BURTON F. NATARUS	42
UNITED COOPERATIVE PROJECTS,	12	ANNUAL	900.00	TONI FRECKWINKLE	04
UNIVERSITY PARK CONDO. ASSN.	540	SEMI-ANNUAL	8,904.00	TONI FRECKWINKLE	04
UNIVERSITY COMMONS CONDOMINIUM	30	ANNUAL	1,872.00	LAWRENCE S. BLOOM	05
UNIVERSITY PARK CONDOMINIUM ASSN.	39	ANNUAL	3,675.00	THEODORE MAZOLA	01
VICTORIAN LANS CONDO. ASSN.	37	SEMI-ANNUAL	1,033.45	BERNARD J. HANSEN	44
WARRICK CONDOMINIUM ASSN.	55	SEMI-ANNUAL	2,062.50	EDWIN W. EISENDRATH	43
WATKINS HOUSE CONDO ASSOC	41	SEMI-ANNUAL	1,837.50	THOMAS W. COLLERTON	38
WATERFORD CONDO ASSOC., INC.	252	SEMI-ANNUAL	2,085.50	HELEN SHILLER	46
WATERGATE EAST CONDOMINIUM	32	ANNUAL	2,306.00	TONI FRECKWINKLE	04
WAVELAND COURTS CONDO ASSOC.	50	ANNUAL	3,750.00	HELEN SHILLER	46
WEBSTER PARK CONDO. ASSN.	15	ANNUAL	918.97	EDWIN W. EISENDRATH	43
WELLINGTON MANOR CONDO. ASSN.	12	ANNUAL	900.00	BERNARD J. HANSEN	44
WELONA APARTMENT BUILDING CORP.	18	ANNUAL	819.00	LAWRENCE S. BLOOM	05
WILLOW-DAYTON CONDOMINIUM ASSN	41	ANNUAL	3,675.00	EDWIN W. EISENDRATH	43
WILSON COURT CONDOMINIUM	20	SEMI-ANNUAL	750.00	PATRICK J. LEVAR	45
WINCHESTER-HOOD CO-OP EXT. B	72	ANNUAL	3,310.00	BERNARD L. STONE	50
WINECOURT COURT CONDOMINIUM NO.1	18	ANNUAL	1,350.00	PATRICK J. LEVAR	45
WINGSON HOUSE CONDO. ASSN.	30	SEMI-ANNUAL	1,125.00	PATRICK J. LEVAR	45
WINGSON WEST CONDO ASSOC.	36	ANNUAL	1,919.50	PATRICK J. LEVAR	45
WINSTON COURT CONDOMINIUM	23	ANNUAL	1,260.00	TONI FRECKWINKLE	04
WRIGHTWOOD CONDO. ASSOC.	19	ANNUAL	1,071.52	EDWIN W. EISENDRATH	43
1000 W. DIVERSEY LOGTOMIUMS	8	SEMI-ANNUAL	300.00	EDWIN W. EISENDRATH	43
1041-47 BELDEN CONDOMINIUM	12	ANNUAL	900.00	EDWIN W. EISENDRATH	43
1120 LAKE SHORE DRIVE BUILDING	61	SEMI-ANNUAL	2,287.50	BURTON F. NATARUS	42
1147 WEST OHIO CONDO. ASSN.	22	ANNUAL	1,650.00	THEODORE MAZOLA	01
1209 ASTOR BUILDING CORP.	30	SEMI-ANNUAL	1,125.00	BURTON F. NATARUS	42
1242 LAKE SHORE DRIVE CORP.	35	SEMI-ANNUAL	1,312.50	BURTON F. NATARUS	42
1246-48 W. ALEION	6	ANNUAL	450.00	JOE MOORE	49
1260 ASTOR STREET BUILDING	14	SEMI-ANNUAL	525.00	BURTON F. NATARUS	42
1300 LAKE SHORE DRIVE CONDO	150	SEMI-ANNUAL	4,003.00	EDWIN W. EISENDRATH	43

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/24/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
1310-1312 E. 54TH STREET CONDO	6	ANNUAL	450.00	TONI	PRECKWINKLE
1314 EAST 54TH CONDOMINIUM	7	ANNUAL	525.00	TONI	PRECKWINKLE
1320 N. STATE CO-OP APTS.	40	SEMI-ANNUAL	1,500.00	EDWIN W.	EISENDRATH
1330 FARGO CONDOMINIUM ASSN.	24	ANNUAL	1,382.64	JOE MOORE	
1335 ASTOR COOPERATIVE APTS.	47	SEMI-ANNUAL	1,762.50	EDWIN W.	EISENDRATH
1340 TOLUH CONDOMINIUM ASSOC.	27	ANNUAL	2,025.00	JOE MOORE	
1345 E. MADISON PARK CONDO.	4	ANNUAL	300.00	TONI	PRECKWINKLE
1343-50 HYDE PK. CONDO ASSOC.	4	ANNUAL	450.00	TONI	PRECKWINKLE
1354-56 HYDE PARK CONDO. ASSN.	3	ANNUAL	225.00	TONI	PRECKWINKLE
1357 E. MADISON PARK CONDO.	3	ANNUAL	225.00	TONI	PRECKWINKLE
1400-12 E. 56TH ST. CONDO. ASSOC	19	SEMI-ANNUAL	712.50	LAWRENCE S. BLOOM	
1430 LAKE SHORE DRIVE	24	SEMI-ANNUAL	900.00	EDWIN W.	EISENDRATH
1450 NORTH DEARBORN PARKWAY	8	ANNUAL	600.00	BURTON F.	NATARUS
1454-1456 HOLLYWOOD CONDO. ASSN	6	ANNUAL	450.00	MARY ANN SMITH	
1500 LAKE SHORE DRIVE BUILDING	57	SEMI-ANNUAL	2,137.50	EDWIN W.	EISENDRATH
1540 LAKE SHORE DRIVE CORP.	29	SEMI-ANNUAL	1,087.50	EDWIN W.	EISENDRATH
155 HARBOR DRIVE CONDO ASSOC	742	SEMI-ANNUAL	11,921.00	THEODORE NAZOLA	
1555 N. ASTOR CONDOMINIUM	114	ANNUAL	6,821.20	EDWIN W.	EISENDRATH
161 CHSD. AVE. CONDO ASSOC.	292	SEMI-ANNUAL	3,048.00	BURTON F.	NATARUS
1612-15 FARWELL CONDO. ASSN.	3	ANNUAL	450.00	JOE MOORE	
1624-22 N. PULPING CONDO. ASSN.	10	ANNUAL	750.00	EDWIN W.	EISENDRATH
1629-31 WEST FARGO CONDO. CORP.	6	SEMI-ANNUAL	225.00	JOE MOORE	
1632-39 W. CHASE CONDO. ASSN.	6	ANNUAL	450.00	JOE MOORE	
1640-48 NORTH BURLING CONDO.	10	ANNUAL	750.00	EDWIN W.	EISENDRATH
1720-22 W. ESTES HOMEOWNERS	8	ANNUAL	600.00	JOE MOORE	
200 EAST CEDAR CONDO ASSOC.	48	SEMI-ANNUAL	1,800.00	BURTON F.	NATARUS
2007 N. SEDGWICK CONDOMINIUM	40	SEMI-ANNUAL	1,500.00	EDWIN W.	EISENDRATH
21 E. CHESTNUT CONDO ASSOC.	161	SEMI-ANNUAL	2,875.00	BURTON F.	NATARUS
2144 LINCOLN PK. WEST CONDO	91	SEMI-ANNUAL	3,412.50	EDWIN W.	EISENDRATH
2155 N. HARLEM AVENUE BUILDING	12	ANNUAL	900.00	WILLIAM JP. BARKS	
2201 NORTH CLEVELAND CONDO.	29	ANNUAL	1,462.50	EDWIN W.	EISENDRATH
2309-19 COMMONWEALTH CONDO.	31	ANNUAL	1,968.40	EDWIN W.	EISENDRATH
2318-26 NORTH SHEFFIELD CONDO.	34	SEMI-ANNUAL	1,275.00	EDWIN W.	EISENDRATH
232 E. WALTON BLDG. CORP.	20	ANNUAL	1,500.00	BRIAN G. BOHERTY	
233 EAST WALTON BUILDING CORP	15	SEMI-ANNUAL	532.50	BURTON F.	NATARUS
2340 LINCOLN PARK WEST CONDO.	7	SEMI-ANNUAL	262.50	EDWIN W.	EISENDRATH
2430 N. LAKEVIEW AVE. CO-OP	496	ANNUAL	3,914.80	EDWIN W.	EISENDRATH
2440 N. LAKEVIEW COOP APTS.	104	ANNUAL	7,771.40	EDWIN W.	EISENDRATH
2450 N. LAKEVIEW CONDO. ASSN.	11	ANNUAL	825.00	EDWIN W.	EISENDRATH
247 E. CHESTNUT CONDO ASSOC	89	SEMI-ANNUAL	2,430.00	BURTON F.	NATARUS
257 EAST DELAWARE CONDO.	30	ANNUAL	2,260.00	BURTON F.	NATARUS
2728 W. 87TH STREET CONDO	12	ANNUAL	576.00	THOMAS W. MURPHY	
2828 N. BURLING CONDOMINIUM	60	ANNUAL	2,314.00	BERNARD J. HANSEN	
2830 BURLING ASSOCIATION	5	ANNUAL	450.00	BERNARD J. HANSEN	
2900 BURLING CONDO. ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	

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REPORTS OF COMMITTEES

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C I I Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REEATE COUNCIL ORDERS--PASSED

MEETING DATE 7/24/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
2912 CONDOMINIUM ASSOCIATION	26	SEMI-ANNUAL	975.00	BERNARD J. HANSEN	44
30 E. DIVISION CONDO ASSOC.	72	SEMI-ANNUAL	2,700.00	BURTON F. NATARUS	42
3018-20 NORTH SHERIDAN ROAD	9	ANNUAL	675.00	DOROTHY J. TILLMAN	03
3100 SOUTH MARTIN LUTHER KING	42	ANNUAL	1,910.23	BOBBY RUSH	02
3110 N. SHERIDAN ROAD CONDO.	109	SEMI-ANNUAL	2,677.00	BERNARD J. HANSEN	44
3150 CONDOMINIUM	204	SEMI-ANNUAL	5,011.50	BERNARD J. HANSEN	44
3150 NORTH SHERIDAN ROAD CONDO.	106	SEMI-ANNUAL	3,521.59	BERNARD J. HANSEN	44
317 N. BELDEN CONDOMINIUM	19	SEMI-ANNUAL	712.50	MARY ANN SMITH	42
3180 CONDOMINIUM ASSOCIATION	174	SEMI-ANNUAL	2,053.60	BERNARD J. HANSEN	44
33 PHILLIPS CONDOMINIUM ASSN.	6	ANNUAL	450.00	WILLIAM M. BEAVERS	07
33 WEST JACKSON CONDO ASSOC.	6	ANNUAL	450.00	THEODORE MAZOLA	01
3312 N. OAKLEY CONDOMINIUM	30	SEMI-ANNUAL	578.63	RICHARD F. MELL	33
3314 CONDOMINIUM ASSOCIATION	120	SEMI-ANNUAL	2,811.60	BERNARD J. HANSEN	44
3600 CONDOMINIUM ASSOCIATION	640	SEMI-ANNUAL	9,245.80	HELEN SHILLER	46
3730-40 LAKE SHORE DR. CONDO	82	SEMI-ANNUAL	2,325.00	HELEN SHILLER	46
3741-55 N. PINE GROVE CONDO.	24	SEMI-ANNUAL	734.00	HELEN SHILLER	46
3750 LAKE SHORE DRIVE INC.	132	SEMI-ANNUAL	3,573.76	HELEN SHILLER	46
3843 N. NARRAGANSETT CONDO.	8	ANNUAL	600.00	THOMAS V. CULLERTON	38
3859 NORTH KEELER CONDOMINIUM	9	ANNUAL	675.00	MICHAEL A. WOJCIK	35
395 CORPORATION	33	SEMI-ANNUAL	1,237.50	EDWIN W. EISENBRATH	43
4050 WEST SCHILLER STREET	19	ANNUAL	1,425.00	EDWIN W. EISENBRATH	43
400 S. GREEN STREET LOFT	92	ANNUAL	4,583.15	THEODORE MAZOLA	01
420 ALDINE CONDO. ASSN.	72	SEMI-ANNUAL	1,380.00	BERNARD J. HANSEN	44
4200 N. MARINE DRIVE CONDO.	65	ANNUAL	2,637.60	HELEN SHILLER	46
424-23 WEST WELLINGTON CONDO.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
4247-49 N. KEYSTONE CONDO INC.	9	ANNUAL	675.00	PATRICK J. LEVAR	45
426 BARRY CONDOMINIUM ASSN.	51	ANNUAL	1,938.40	BERNARD J. HANSEN	44
4300 MARINE DRIVE CONDOMINIUM	90	SEMI-ANNUAL	2,058.40	HELEN SHILLER	46
433 W. WELLINGTON CONDO ASSN.	8	SEMI-ANNUAL	300.00	BERNARD J. HANSEN	44
434 W. BRIAR STREET CONDO ASSN.	8	ANNUAL	600.00	BERNARD J. HANSEN	44
438-443 SUFF CONDOMINIUM	45	SEMI-ANNUAL	1,268.00	BERNARD J. HANSEN	44
440 BELLEVUE CONDOMINIUM ASSN.	6	ANNUAL	5,450.00	BERNARD J. HANSEN	44
442 WELLINGTON COOPERATIVE	24	SEMI-ANNUAL	2,900.00	BERNARD J. HANSEN	44
4436-38 NORTH MALDEN CONDO.	6	ANNUAL	4,450.00	HELEN SHILLER	46
460 W. BARRY CONDO. ASSN.	6	SEMI-ANNUAL	2,225.00	BERNARD J. HANSEN	44
4839-41 N. CENTRAL CONDO ASSN.	12	ANNUAL	2,900.00	PATRICK J. LEVAR	45
50 E. BELLEVUE CONDOMINIUM	142	SEMI-ANNUAL	4,495.60	BURTON F. NATARUS	42
500 BARRY CONDOMINIUM ASSN.	8	ANNUAL	600.00	BERNARD J. HANSEN	44
5000 CORNELL CONDOMINIUM ASSN.	77	ANNUAL	4,121.50	TONI PRECKWINKLE	04
501 W. BELMONT CONDOMINIUM	19	ANNUAL	1,425.00	BERNARD J. HANSEN	44
505 MELROSE CONDOMINIUM ASSN.	41	ANNUAL	1,938.40	BERNARD J. HANSEN	44
510 W. FULLERTON CONDO ASSOC.	48	ANNUAL	3,984.03	HELEN SHILLER	46
511 WEST MELROSE CONDO ASSOC	55	SEMI-ANNUAL	2,040.00	BERNARD J. HANSEN	44
512 W. BELDEN CONDO ASSOC	26	ANNUAL	2,213.00	EDWIN W. EISENBRATH	43

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

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CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
5125-31 SOUTH GREENWOOD CONDO.	9	ANNUAL	675.00	TONI	PRECKWINKLE 04
5155/59 N. EAST RIVER RD.	72	SEMI-ANNUAL	1,754.00	BRIAN G. DOHERTY	41
5200 DORCHESTER CONDOMINIUM	31	ANNUAL	1,952.00	TONI	PRECKWINKLE 04
5220-22 S. DORCHESTER CONDO.	6	ANNUAL	450.00	TONI	PRECKWINKLE 04
5223 CONDOMINIUM ASSOCIATION	9	SEMI-ANNUAL	337.50	BRIAN G. DOHERTY	41
527-37 W. BROMPTON CONDOMINIUM	28	ANNUAL	1,768.03	HELEN SHILLER	46
5300 AND MARYLAND CONDOMINIUM	27	ANNUAL	1,375.50	TONI	PRECKWINKLE 04
530 BARRY CONDOMINIUM ASSN.	32	ANNUAL	2,400.00	BERNARD J. HANSEN	44
5302-12 CORNELL CONDOMINIUM	15	ANNUAL	1,125.00	LAURENCE S BLOOM	05
5312-18 SOUTH HYDE PARK BLVD.	12	ANNUAL	900.00	LAURENCE S BLOOM	05
5318-20 KINEARK CONDOMINIUM	6	ANNUAL	450.00	TONI	PRECKWINKLE 04
5331-41 S. CORNELL CONDOMINIUM	18	ANNUAL	1,350.00	LAURENCE S BLOOM	05
5340-44 HYDE PARK CONDOMINIUM	12	ANNUAL	900.00	LAURENCE S BLOOM	05
535 N. MICHIGAN AVE CONDO ASSN	460	SEMI-ANNUAL	14,437.00	BURTON F. NATARUS	42
539 STRATFORD CONDOMINIUM ASSN	43	ANNUAL	1,485.60	BERNARD J. HANSEN	44
539-547 W. BROMPTON CONDO. ASSN	28	ANNUAL	2,100.00	HELEN SHILLER	46
5401 HYDE PARK CONDOMINIUM	78	ANNUAL	1,599.00	LAURENCE S BLOOM	05
5416-18 S. DORCHESTER CONDO.	6	ANNUAL	450.00	TONI	PRECKWINKLE 04
5431-33 SOUTH HYDE PARK CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5434-34 HYDE PARK CONDO	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5435-37 S. HYDE PARK CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5448 N. KENMORE HOMEOWNERS ASS	6	ANNUAL	450.00	MARY ANN SMITH	13
5457-59 HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5458-60 HYDE PARK CONDO. ASSN.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5460 WOODLAWN BUILDING CORP.	37	SEMI-ANNUAL	672.00	TONI	PRECKWINKLE 04
5463-65 S. HYDE PARK CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5465-73 S. INGLESIDE COURT	35	ANNUAL	1,244.50	TONI	PRECKWINKLE 04
5485-89 CORNELL AVENUE CONDO.	9	ANNUAL	675.00	LAURENCE S BLOOM	05
549-51 W. BELDEN CONDO. ASSN.	20	ANNUAL	1,500.00	EDWIN D. EISENDRATH	43
5514 CORNELL CONDOMINIUM ASSN.	31	ANNUAL	2,016.00	LAURENCE S BLOOM	05
5518-22 EVERETT CONDOMINIUM	6	ANNUAL	450.00	LAURENCE S BLOOM	05
554-556 ROSCOE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
5543-56 S. KIMBARK CONDO ASSOC	62	ANNUAL	1,605.00	LAURENCE S BLOOM	05
555 CORNELIA CONDO. ASSN.	229	SEMI-ANNUAL	2,770.28	HELEN SHILLER	46
5553-55 BLACKSTONE CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5711-15 BLACKSTONE AVENUE CORP	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5729 MIDWAY ESTATES CONDO.	6	ANNUAL	449.60	JOHN S. MADZYK	13
5750 S. KENWOOD CO-OP	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5800 BLACKSTONE COOPERATIVE	13	ANNUAL	940.00	LAURENCE S BLOOM	05
5923-25 N. MAGNOLIA CONDO. ASSN	6	ANNUAL	450.00	JOE MOORE	49
6005-09 N. NEOLA CONDOMINIUM	9	SEMI-ANNUAL	337.50	BRIAN G. DOHERTY	41
6040 N. TROY CONDOMINIUM	42	ANNUAL	1,776.00	PATRICK J O'CONNOR	40
604-08 ALDINE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
607 W. ECKINGHAM PLACE CONDO	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
607-13 W. MELROSE CONDOMINIUM	12	ANNUAL	900.00	BERNARD J. HANSEN	44

7/24/91

REPORTS OF COMMITTEES

3709

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/24/91

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	
609 WEST STRATFORD CONDOMINIUM	30	SEMI-ANNUAL	930.00	BERNARD J. HANSEN	44
6118 N. SHERIDAN ROAD CONDO.	114	SEMI-ANNUAL	2,526.60	MARY ANN SMITH	48
620-622 WAVELAND CONDOMINIUM	6	ANNUAL	450.00	HELEN SHILLER	46
6200 SHERIDAN ROAD CONDO ASSOC	126	SEMI-ANNUAL	2,769.96	JOE MOORE	49
6490 REGENCY CONDO ASSOC	30	SEMI-ANNUAL	1,125.00	BRIAN G. DOHERTY	41
6500 NORTH RIDGE CONDO. ASSN.	22	SEMI-ANNUAL	723.00	BERNARD L. STONE	50
651 W. SHERIDAN CONDO. ASSN.	24	SEMI-ANNUAL	860.00	HELEN SHILLER	46
651-653 WEST BUCKINGHAM CONDO.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
659 W. ALDINE CONDO. ASSN.	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	44
6625-27 NORTH GLENWOOD CONDO	6	ANNUAL	450.00	JOE MOORE	49
663 W. MELROSE CONDO. ASSN.	18	ANNUAL	1,017.65	BERNARD J. HANSEN	44
6707 CHAPPEL CONDOMINIUM ASSN.	8	ANNUAL	600.00	LAWRENCE S. BLOOM	05
6737-39 SOUTH EAST END CONDO.	6	SEMI-ANNUAL	225.00	LAWRENCE S. BLOOM	05
68TH & OGLESBY CONDO. ASSN.	10	ANNUAL	750.00	LAWRENCE S. BLOOM	05
6931 NORTHWEST HIGHWAY ASSN.	6	SEMI-ANNUAL	225.00	BRIAN G. DOHERTY	41
6947-49 NORTH OLMSIED CONDO.	9	ANNUAL	675.00	BRIAN G. DOHERTY	41
700-706 BITTERSWEEN CONDO. ASSN	124	SEMI-ANNUAL	3,046.00	HELEN SHILLER	46
706-708 CORNELIA CONDOMINIUM	6	ANNUAL	450.00	HELEN SHILLER	46
707 JUNIOR TERRACE CONDO. ASSN	16	ANNUAL	1,200.00	HELEN SHILLER	46
710-714 CORNELIA CONDO. ASSN.	9	ANNUAL	675.00	HELEN SHILLER	46
7204-08 SOUTH YATES CONDO	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
731-733 WEST BRIAR CONDO. ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
7317-14 N. RIDGE CONDO ASSOC.	6	ANNUAL	450.00	BERNARD L. STONE	50
733-95 W. OAKDALE CONDO. ASSN.	7	ANNUAL	525.00	BERNARD J. HANSEN	44
7855 CONDOMINIUM ASSOCIATION	47	ANNUAL	1,640.00	LAWRENCE S. BLOOM	05
7400 SHERIDAN CONDO ASSOC.	11	ANNUAL	825.00	JOE MOORE	49
743-55 W. BROMPTON CONDOMINIUM	31	ANNUAL	1,295.50	HELEN SHILLER	46
744 GORROON TERRACE CONDO. ASSN.	34	ANNUAL	1,837.11	DOROTHY J. TILLMAN	03
75TH ON THE LAKE HOME GUNEP'S	64	ANNUAL	4,284.00	LAWRENCE S. BLOOM	05
7518 RIDGE BLDG. CORP.	6	ANNUAL	324.00	BERNARD L. STONE	50
7601-11 ELLIS CONDOMINIUM	18	SEMI-ANNUAL	619.20	LORRAINE L. DIXON	08
801-03 EAST 87TH PLACE CONDO	9	ANNUAL	675.00	LORRAINE L. DIXON	08
8200 LANGLEY CO-OP APT.	13	ANNUAL	900.00	JOHN O. STEELE	05
8216 BELMONT BUILDING	9	ANNUAL	663.00	THOMAS W. COLLERTON	08
833-35 BUCKINGHAM CONDO. ASSN.	8	SEMI-ANNUAL	300.00	BERNARD J. HANSEN	44
8435-39 W. BRYN MAWR CONDO	12	SEMI-ANNUAL	450.00	BRIAN G. DOHERTY	41
844 W. FULLERTON LANSBARK	5	ANNUAL	375.00	HELEN SHILLER	46
850 DE WITT CONDOMINIUM ASSN.	216	SEMI-ANNUAL	2,506.60	BURTON F. NATARUS	42
8734 W. SUMMERDALE CONDOMINIUM	6	SEMI-ANNUAL	225.00	BRIAN G. DOHERTY	41
901 SOUTH PLYMOUTH COURT	120	SEMI-ANNUAL	2,818.00	THEODORE MAZOLA	01
915-17 W. GUNNISON STREET	6	ANNUAL	450.00	MARY ANN SMITH	48
916-18 W. FULLERTON PARKWAY	10	SEMI-ANNUAL	375.00	EDWIN W. EISENDRATH	43

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/24/91

CONDOMINIUM/
COOPERATIVE
NAME

NO. OF
ELIGIBLE
UNITS

TYPE

AMOUNT OF
REBATE

***** SPONSOR *****

** GRAND TOTAL AMOUNT **

745,996.59

** GRAND TOTAL NUMBER ** 447

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, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance/Small Claims Division, to which was referred on May 16, 1990 and on subsequent dates, sundry claims as follows:

George Bardouniotis

Dale Paglow

American Ambassador and Richard Gomez
Cl. 1038407 EN2

Edward Brown

James Geraghty

Keith Randall

Reuben and Ruthie Weathers

Tamara Young

Eugene Mroz

Salvatore Jacobellis

Jose Cueto

Betsy Grimm

Joseph Laviolette

Daniel Malia

Safeway Ins./Vershorn Bradley Brown
Cl. 169259

State Farm/Rich Aleskow
Cl. 13-L004-918

State Farm/John Efantis
Cl. 13-5275-963

Ramon Vasquez

Betty Jamison

Maurice Owens

Andrea Denard

Universal Fire/Rafael Azvala, Carmen Lopez, Magdalena Guzman
Cl. IL0552M

Peoples Gas Light & Coke Co.
Fl. 90-0-153

David Derbes

Juan Machado

Jose Alexander

Timothy Kitzow

Charles McDonald

Samuel Onyeise

Norrine Spagoletti

State Farm/Marvin and Delores Moyer

Susie Steinberg

Paul Donahue

Bob Rabichow

Gene Kolff

Evangelina Mendoza

Richard Provax

Jack Saunders

Herbert Clark

Nuhila Halloway

Maria Maldonado

Allstate Ins./Lorraine Baltrus
Cl. 1010648788

Charles Buoscio

Maureen Brigham

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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three (3) applications for City of Chicago charitable solicitation (tag day) permits:

- A. The Salvation Army
November 22 through December 24, 1991 -- citywide;
- B. American Kidney Fund
August 2 and 3, 1991 -- Loop and north side; and
- C. Veterans Poppy Day Association of Chicago
May 21 and 22, 1992 -- citywide,

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*.

Re-Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 020
OF MUNICIPAL CODE OF CHICAGO TO DISALLOW
ISSUANCE OF NEW PACKAGE GOODS
LICENSES IN PORTIONS OF
39TH AND 40TH WARDS.

The Committee on Finance submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapter 4-172 of the Municipal Code of Chicago concerning new package liquor licenses in the 39th and 40th Wards, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the proposed ordinance to the Committee on License and Consumer Protection.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on License and Consumer Protection*.

Action Deferred -- AUTHORIZATION FOR YEAR 1992 BUDGET
AND TAX LEVY FOR SPECIAL SERVICE
AREA NUMBER NINE.

The Committee on Finance submitted the following report which was, on motion of Alderman M. Smith, Alderman Moore and Alderman Stone, *Deferred* and ordered published:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the transmittal of the 1992 Budget and Tax Levy for Special Service Area Number 9 in the general area of Broadway, from Foster Avenue to Devon Avenue; Devon Avenue from Broadway to Clark Street; and Clark Street, from Devon Avenue to Foster Avenue, in the amount of \$248,000.00, 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.

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. Findings. The City Council of the City of Chicago finds that on September 14, 1988, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area consisting of Broadway, bounded by Foster Avenue and Devon Avenue; Devon Avenue, bounded by Broadway and Clark Street; and

Clark Street, bounded by Devon Avenue and Foster Avenue for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 9"; that the ordinance creating said area authorized the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of forty-seven one-hundredths of one percent (.47%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance creating Special Service Area Number 9 provided for the appointment of the Edgewater Special Service Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for said special service area and further to advise the Mayor and the City Council regarding the services tax to be levied against the taxable property within said special service area; that the Edgewater Special Service Area Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 9 for the fiscal year commencing January 1, 1992, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 9 for the tax year 1991 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 9, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

Edgewater Development Corporation

Special Service Area Budget.

For the fiscal year beginning January 1, 1992 and ending December 31, 1992.

Expenditures.

Administrative Fees	\$ 16,000
Postage	1,200
Auditing	3,000
Publications	10,000
Advertising/Promotions	40,000
Subscription/Dues	360
Insurance	2,000
Contingency Fund	17,000
Contractual Services	151,000
Loss of the Collection (3%)	<u>7,440</u>
Total Budget Request:	\$248,000

Source Of Funding.

Tax levy at a rate not to exceed forty-seven one hundredths of one percent (.47%) of the assessed value, as equalized, of taxable property within Special Service Area Number 9.	\$248,000

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), and pursuant to the provisions of an ordinance adopted on September 14, 1988, establishing City of Chicago Special Service Area Number 9, the sum of \$248,000 as the amount of the services tax for the tax

year 1991 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 9.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1991 against all the taxable property within the territory located within City of Chicago Special Service Area Number 9, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of forty-seven one hundredths of one percent (.47%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 6. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

Action Deferred -- AUTHORIZATION FOR EXECUTION OF
AGREEMENT WITH GENERAL MOTORS
ACCEPTANCE CORPORATION FOR
LEASE/PURCHASE OF
VEHICLES.

The Committee on Finance submitted the following report which was, on motion of Alderman Shaw, Alderman E. Smith and Alderman Shiller, *Deferred* and ordered published:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the entering into an agreement between the City of Chicago and the General Motors Acceptance Corporation for the purchase of vehicles, 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.

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The City is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to Specification No. B09751403 (the "Specification"), the City advertised for potential contractors for the lease/purchase of vehicles; and

WHEREAS, The City received four submittals in reply to its advertisement; and

WHEREAS, The submittal most favorable to the City (the "Submittal") requires entering into a lease/purchase agreement ("Agreement") with General Motors Acceptance Corporation ("G.M.A.C."); and

WHEREAS, Subject to the Agreement, G.M.A.C. appears ready, willing and able to deliver the vehicles to the City; and

WHEREAS, G.M.A.C. requires the City to indemnify and hold harmless G.M.A.C. from any and all claims, liabilities, and expenses including attorney's fees and court costs arising under the Agreement or in connection with the vehicles (the "Indemnification"); and

WHEREAS, The City has a need for these vehicles which would be met and satisfied by the Agreement; now, therefore,

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

SECTION 1. Subject to the approval of the Corporation Counsel as to form and legality, the Purchasing Agent and the City Comptroller are hereby authorized to enter into and execute the Agreement between G.M.A.C. and the City. The Agreement shall provide that the City obtains the vehicles on terms at least as favorable to the City as those contained in Exhibit "A" and shall contain such other terms and conditions as were contemplated by the Specification and the Submittal. The Agreement also shall contain such other terms as are deemed appropriate or necessary by the Purchasing Agent and the Comptroller.

SECTION 2. The Indemnification is hereby authorized and approved.

SECTION 3. Subject to the approval of the Corporation Counsel as to form and legality, the Purchasing Agent and the Comptroller are hereby authorized to execute other documents ancillary to the Agreement which they deem necessary or appropriate to carry out the purposes of this ordinance.

SECTION 4. 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".

G.M.A.C. Schedule B -- Payment Schedule.

Customer:	City of Chicago, Illinois	Total Interest:	\$1,490.79
Dealer:	City Chevrolet	Amount Financed:	\$10,802.88
Term:	8 Semi -- Annual	Annual Percentage Rate:	7.75%
Structure:	In Advance	Payment:	\$1,536.71
Equipment:	1 1991 Chevrolet Corsica	End Of Lease Purchase Option:	\$1 per unit

Number Of Payments Made	10th Day Of Month And Year	Payment	Customers Balance	Balance Percent Of Cost	Reduction In Principal	Interest On Principal
1	June -- 91	\$1,536.71	\$9,266.17	85.78%	\$1,536.71	\$ 0.00
2	Dec. -- 91	1,536.71	8,088.53	74.87%	1,177.65	359.06
3	June -- 92	1,536.71	6,865.25	63.55%	1,223.28	313.43
4	Dec. -- 92	1,536.71	5,594.57	51.79%	1,270.68	266.03
5	June -- 93	1,536.71	4,274.65	39.57%	1,319.92	216.79
6	Dec. -- 93	1,536.71	2,903.58	26.88%	1,371.07	165.64
7	June -- 94	1,536.71	1,479.38	13.69%	1,424.20	112.51
8	Dec. -- 94	1,536.71	0.00	0.00%	1,479.38	57.33

(Lessor) General Motors Acceptance
Corporation

(Lessee) City of Chicago, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

7/24/91

REPORTS OF COMMITTEES

3723

Customer:	City of Chicago, Illinois	Total Interest:	\$1,052.14
Dealer:	City Chevrolet	Amount Financed:	\$10,802.88
Term:	6 Semi -- Annual	Annual Percentage Rate:	7.75%
Structure:	In Advance	Payment:	\$1,975.84
Equipment:	1 1991 Chevrolet Corsica	End Of Lease Purchase Option:	\$1 per unit

Number Of Payments Made	10th Day Of Month And Year	Payment	Customers Balance	Balance Percent Of Cost	Reduction In Principal	Interest On Principal
1	June -- 91	\$1,975.84	\$8,827.04	81.71%	\$1,975.84	\$0.00
2	Dec. -- 91	1,975.84	7,193.26	66.59%	1,633.79	342.05
3	June -- 92	1,975.84	5,496.16	50.88%	1,697.10	278.74
4	Dec. -- 92	1,975.84	3,733.30	34.56%	1,762.86	212.98
5	June -- 93	1,975.84	1,902.13	17.61%	1,831.17	144.67
6	Dec. -- 93	1,975.84	0.00	0.00%	1,902.13	73.71

(Lessor) General Motors
Acceptance Corporation

(Lessee) City of Chicago, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Customer:	City of Chicago, Illinois	Total Interest:	\$623.64
Dealer:	City Chevrolet	Amount Financed:	\$10,802.88
Term:	4 Semi -- Annual	Annual Percentage Rate:	7.75%
Structure:	In Advance	Payment:	\$2,856.63
Equipment:	1 1991 Chevrolet Corsica	End Of Lease Purchase Option:	\$1 per unit

Number Of Payments Made	10th Day Of Month And Year	Payment	Customers Balance	Balance Percent Of Cost	Reduction In Principal	Interest On Principal
1	June -- 91	\$2,856.63	\$7,946.25	73.56%	\$2,856.63	\$ 0.00
2	Dec. -- 91	2,856.63	5,397.54	49.96%	2,548.71	307.92
3	June -- 92	2,856.63	2,750.06	25.46%	2,647.47	209.15
4	Dec. -- 92	2,856.63	0.00	0.00%	2,730.06	106.56

(Lessor) General Motors Acceptance
Corporation

(Lessee) City of Chicago, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

7/24/91

REPORTS OF COMMITTEES

3725

Customer:	City of Chicago, Illinois	Total Interest:	\$694.20
Dealer:	City Chevrolet	Amount Financed:	\$12,025.18
Term:	4 Semi -- Annual	Annual Percentage Rate:	7.75%
Structure:	In Advance	Payment:	\$3,179.84
Equipment:	1 1991 Chevrolet Lumina	End Of Lease Purchase Option:	\$1 per unit

Number Of Payments Made	10th Day Of Month And Year	Payment	Customers Balance	Balance Percent Of Cost	Reduction In Principal	Interest On Principal
1	June -- 91	\$3,179.84	\$ 8,845.34	73.56%	\$3,179.84	\$0.00
2	Dec. -- 91	3,179.84	6,008.25	49.96%	2,837.09	342.76
3	June -- 92	3,179.84	3,061.22	25.46%	2,947.03	232.82
4	Dec. -- 92	3,179.84	0.00	0.00%	3,061.22	118.62

(Lessor) General Motors
Acceptance Corporation

(Lessee) City of Chicago, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Customer:	City of Chicago, Illinois	Total Interest:	\$1,967.41
Dealer:	City Chevrolet	Amount Financed:	\$14,256.59
Term:	8 Semi -- Annual	Annual Percentage Rate:	7.75%
Structure:	In Advance	Payment:	\$2,028.00
Equipment:	1 1991 Chevrolet Caprice	End Of Lease Purchase Option:	\$1 per unit

Number Of Payments Made	10th Day Of Month And Year	Payment	Customers Balance	Balance Percent Of Cost	Reduction In Principal	Interest On Principal
1	June -- 91	\$2,028.00	\$12,228.59	85.78%	\$2,028.00	\$0.00
2	Dec. -- 91	2,082.00	10,674.45	74.87%	1,554.14	473.86
3	June -- 92	2,028.00	9,060.08	63.55%	1,614.36	413.63
4	Dec. -- 92	2,028.00	7,383.16	51.79%	1,676.92	351.08
5	June -- 93	2,028.00	5,641.26	39.57%	1,741.90	286.10
6	Dec. -- 93	2,028.00	3,831.86	26.88%	1,809.40	218.60
7	June -- 94	2,028.00	1,952.35	13.69%	1,879.51	148.48
8	Dec. -- 94	2,028.00	0.00	0.00%	1,952.33	75.65

(Lessor) General Motors
Acceptance Corporation

(Lessee) City of Chicago, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

7/24/91

REPORTS OF COMMITTEES

3727

Customer:	City of Chicago, Illinois	Total Interest:	\$1,388.51
Dealer:	City Chevrolet	Amount Financed:	\$14,256.59
Term:	6 Semi -- Annual	Annual Percentage Rate:	7.75%
Structure:	In Advance	Payment:	\$2,607.52
Equipment:	1 1991 Chevrolet Caprice	End Of Lease Purchase Option:	\$1 per unit

Number Of Payments Made	10th Day Of Month And Year	Payment	Customers Balance	Balance Percent Of Cost	Reduction In Principal	Interest On Principal
1	June -- 91	\$2,607.52	\$11,649.07	81.71%	\$2,607.52	\$0.00
2	Dec. -- 91	2,607.52	9,492.96	66.59%	2,156.11	451.40
3	June -- 92	2,607.52	7,253.30	50.88%	2,239.66	367.85
4	Dec. -- 92	2,607.52	4,926.84	34.56%	2,326.45	281.07
5	June -- 93	2,607.52	2,510.24	17.61%	2,416.60	190.92
6	Dec. -- 93	2,607.52	0.00	0.00%	2,510.24	97.27

(Lessor) General Motors Acceptance
Corporation

(Lessee) City of Chicago, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Customer:	City of Chicago, Illinois	Total Interest:	\$823.02
Dealer:	City Chevrolet	Amount Financed:	\$14,256.59
Term:	4 Semi -- Annual	Annual Percentage Rate:	7.75%
Structure:	In Advance	Payment:	\$ 3,769.90
Equipment:	1 1991 Chevrolet Caprice	End Of Lease Purchase Option:	\$1 per unit

Number Of Payments Made	10th Day Of Month And Year	Payment	Customers Balance	Balance Percent Of Cost	Reduction In Principal	Interest On Prinicpal
1	June -- 91	\$3,769.90	\$10,486.69	73.56%	\$3,769.90	\$ 0.00
2	Dec. -- 91	3,769.90	7,123.15	49.96%	3,363.54	406.36
3	June -- 92	3,769.90	3,629.27	25.46%	3,493.88	276.02
4	Dec. -- 92	3,769.90	0.00	0.00%	3,629.27	140.63

(Lessor) General Motors Acceptance
Corporation

(Lessee) City of Chicago, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

7/24/91

REPORTS OF COMMITTEES

3729

Customer:	City of Chicago, Illinois	Total Interest:	\$1,659.47
Dealer:	City Chevrolet	Amount Financed:	\$12,025.18
Term:	8 Semi -- Annual	Annual Percentage Rate:	7.75%
Structure:	In Advance	Payment:	\$1,710.58
Equipment:	1 1991 Chevrolet Lumina	End Of Lease Purchase Option:	\$1 per unit

Number Of Payments Made	10th Day Of Month And Year	Payment	Customers Balance	Balance Percent Of Cost	Reduction In Principal	Interest On Prinicpal
1	June -- 91	\$1,710.58	10,314.60	85.78%	\$1,710.58	\$ 0.00
2	Dec. -- 91	1,710.58	9,003.71	74.87%	1,310.89	399.69
3	June -- 92	1,710.58	7,642.02	63.55%	1,361.69	348.89
4	Dec. -- 92	1,710.58	6,227.57	51.79%	1,414.45	296.13
5	June -- 93	1,710.58	4,758.30	39.57%	1,469.26	241.32
6	Dec. -- 93	1,710.58	3,232.11	26.88%	1,526.20	184.38
7	June -- 94	1,710.58	1,646.77	13.69%	1,585.34	125.24
8	Dec. -- 94	1,710.58	0.00	0.00%	1,646.77	63.81

(Lessor) General Motors Acceptance Corporation

(Lessee) City of Chicago, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Customer:	City of Chicago, Illinois	Total Interest:	\$1,171.18
Dealer:	City Chevrolet	Amount Financed:	\$12,025.18
Term:	6 Semi -- Annual	Annual Percentage Rate:	7.75%
Structure:	In Advance	Payment:	\$2,199.39
Equipment:	1 1991 Chevrolet Lumina	End Of Lease Purchase Option:	\$1 per unit

Number Of Payments Made	10th Day Of Month And Year	Payment	Customers Balance	Balance Percent Of Cost	Reduction In Principal	Interest On Principal
1	June -- 91	\$2,199.39	\$9,825.79	81.71%	\$2,199.39	\$0.00
2	Dec. -- 91	2,199.39	8,007.14	66.59%	1,818.64	380.75
3	June -- 92	2,199.39	6,118.03	50.88%	1,889.12	310.28
4	Dec. -- 92	2,199.39	4,155.71	34.56%	1,962.32	237.07
5	June -- 93	2,199.39	2,117.35	17.61%	2,038.36	161.03
6	Dec. -- 93	2,199.39	0.00	0.00%	2,117.35	82.05

(Lessor) General Motors
Acceptance Corporation

(Lessee) City of Chicago, Illinois

By: _____

By: _____

Title: _____

Title: _____

Date: _____

COMMITTEE ON AVIATION.

AMENDMENT OF TITLE 10, CHAPTER 36, SECTION 330
OF MUNICIPAL CODE OF CHICAGO BY INCREASING
PARKING RATES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a written communication from the Mayor's Office transmitting an ordinance (referred on June 28, 1991) amending Section 10-36-330 of the Municipal Code of Chicago concerning parking rates at Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of all members of the committee present, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 10-36-330 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-36-330. (a) The Commissioner of Aviation may establish parking facilities for motor vehicles at each airport. Parking areas as described in this section may be designated by the Commissioner of Aviation for parking facilities at each airport. The Commissioner may change the designation of an area or portion of an area to accommodate construction, repair or alteration of parking or other airport facilities, or to reflect changed demand for parking at the various areas.

(b) The following fees, exclusive of city tax, shall be charged and collected for each vehicle parked in any such area at Chicago Midway Airport:

(i) Main Parking. \$.10 for the first half-hour or fraction thereof; \$2.00 for the next half-hour or fraction thereof; and \$1.50 for each additional hour or fraction thereof up to a maximum rate of \$14.10 for each 24 hours; provided that upon commencement, as certified by the commissioner of aviation to the budget director, of the construction and reconfiguration of parking facilities at Chicago Midway Airport (described as Project MDW-1002 in the Chicago Midway Airport Redevelopment Plan on file in the office of the Commissioner of Aviation) the maximum rate for each 24 hours shall be \$17.10. Charges for each 24-hour period after the first shall be at the same rate schedule.

(ii) Remote Parking. \$1.10 for the first hour or fraction thereof; \$1.00 for each additional hour or fraction thereof up to a maximum rate of \$5.10 for each 24 hours. Charges for each 24-hour period after the first shall be at the same rate schedule.

(c) Upon certification by the Commissioner of Aviation to the budget director that the construction and reconfiguration project described in subsection (b) has been substantially completed and that the resulting facilities are available for use, the fees described in subsection (b) shall no longer be in effect; but the following fees, exclusive of city tax, shall be

charged and collected for each vehicle parked in any such area at Chicago Midway Airport:

(i) Hourly Parking. \$.10 for the first half-hour or fraction thereof; \$2.00 for the next half-hour or fraction thereof; and \$2.00 for each additional hour or fraction thereof.

(ii) Daily Parking. \$3.10 for the first four hours or fraction thereof; \$4.00 for each additional four hours or fraction thereof up to a maximum rate of \$17.10 for each 24 hours. Charges for each 24-hour period after the first shall be at the same rate schedule.

(iii) Long Term Parking. \$1.10 for the first hour or fraction thereof; \$2.00 for each additional hour or fraction thereof up to a maximum rate of \$9.10 for each 24 hours. Charges for each 24-hour period after the first shall be at the same rate schedule.

(iv) Economy Parking. \$1.10 for the first hour or portion thereof; \$2.00 for each additional hour or fraction thereof up to a maximum rate of \$5.10 for each 24 hours. Charges for each 24-hour period after the first shall be at the same rate schedule.

(d) The following fees, exclusive of city tax, shall be charged and collected for each vehicle parked in any such area at Chicago O'Hare International Airport:

(i) Garage and Main Parking. \$.10 for the first half-hour or fraction thereof; \$1.00 for the next half-hour or fraction thereof; \$2.00 for the second hour or fraction thereof; and \$1.00 for each additional hour or fraction thereof up to a maximum rate of [~~\$12.10~~] \$15.10 for each 24 hours. Charges for each 24-hour period after the first shall be at the same rate schedule.

(ii) Remote Parking. \$.10 for the first hour or fraction thereof and \$1.00 for each additional hour or fraction thereof up to a maximum rate of \$5.10 for each 24 hours. Charges for each 24-hour period after the first shall be at the same rate schedule.

(e) The Commissioner of Aviation may establish a monthly parking charge of \$6.00 per month, exclusive of city tax, for each airport employee vehicle, payable in advance. This rate shall only apply to persons regularly employed at such airport(s) for parking within the lot(s) so designated by the Commissioner as employee parking only.

SECTION 2. This ordinance shall take effect 30 days after its passage.

AUTHORIZATION FOR EXECUTION OF COOPERATIVE SERVICE
AGREEMENT WITH UNITED STATES DEPARTMENT
OF AGRICULTURE FOR ECOLOGICAL STUDY AT
CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a written communication from the Mayor's Office transmitting an ordinance (referred June 28, 1991) authorizing the execution of an agreement between the City of Chicago, Department of Aviation and the U. S. Department of Agriculture, Animal and Plant Health Inspection Services, Animal Damage Control, for an ecological study of O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of all the members of the committee present, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of the Department of Aviation is authorized to execute on behalf of the City of Chicago, subject to approval by the City Comptroller and by the Corporation Counsel as to form and legality, a Cooperative Service Agreement at Chicago-O'Hare International Airport between the City of Chicago and the United States Department of Agriculture in substantially the following form:

[Cooperative Service Agreement immediately
follows Section 2 of this ordinance.]

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

Cooperative Service Agreement attached to this ordinance reads as follows:

Cooperative Service Agreement

Between

City Of Chicago

And

*United States Department Of Agriculture ("U.S.D.A.") --
Animal And Plant Health Inspection Service
("A.P.H.I.S.") -- Animal Damage
Control Unit ("A.D.C.").*

Article I.

The purpose of this agreement is to initiate and administer a cooperative program on behalf of the City of Chicago ("City") which wishes to retain the professional services of A.D.C. to conduct an ecological study of the Chicago-O'Hare International Airport.

Article II.

A.D.C. has authority under the Animal Damage Control Act of March 2, 1931 (7 U.S.C. 426-426b and 426c, as amended) for the Secretary of Agriculture to cooperate with states, individuals, public and private agencies, organizations and institutions on programs/projects to conduct investigations, experiments and tests to control wild animals and birds injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.

*Article III.***Provisions Of Mutual Agreement:**

1. The parties' authorized representatives who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement are:

For the City:

First Deputy Commissioner
Department of Aviation
Chicago O'Hare International Airport
P.O. Box 66142
Chicago, Illinois 60666
(hereafter "First Deputy")

For the A.D.C.:

State Director
Animal Damage Control
Federal Building, Room 22
600 East Monroe Street
Springfield, Illinois 62701
(hereafter "State Director")

2. Personnel authorized to attend meetings under this Agreement shall be the First Deputy, the State Director and/or those additional persons authorized and approved by the First Deputy or State Director.
3. A.D.C. shall perform services as more fully set forth in Attachment A ("Work Plan"), which is attached hereto and made a part hereof. This Agreement shall be effective when signed by authorized officials of both parties and terminate on December 31, 1991 ("Termination Date") unless terminated earlier as provided herein. This Agreement may be terminated by either party upon 30 days notice in writing to the other party. The City shall have the option to extend the Agreement if desired, by notice in writing sent before the Termination Date.

Article IV.

Obligations Of The Parties:

1. The A.D.C. State Director will coordinate all involvement by A.D.C. and other divisions of A.P.H.I.S. and designate staff as appropriate, based on availability and needs.
2. A.D.C. shall keep records and receipts of all reimbursable expenditures hereunder and City shall have the right to inspect such records. Such records are to be maintained by A.D.C. for a period of one year after completion of services performed under this Agreement.
3. Each month A.D.C. shall render a bill for expenses incurred in the preceding month, accompanied by such records, receipts and other information City may require, in accordance with instructions provided by the First Deputy. Additional copies of the bill shall be sent to those parties designated by the First Deputy.

Upon receipt of each bill, City will prepare a statement setting forth the approximate amount of compensation earned by A.D.C. as of the billing date. The statement shall be promptly reviewed by the First Deputy or her designee. Within fifteen days of approval of the statement by the First Deputy, the City shall pay to A.D.C. by check an amount equal to the total compensation earned less all prior payments to A.D.C. or for A.D.C.'s account. A copy of the statement shall accompany such payment. All amounts paid under this Agreement are subject to final audit by City. At the time total compensation due to A.D.C. as reflected in an approved statement reaches \$50,000, A.D.C. shall notify First Deputy or her designee in writing.

4. A.D.C. shall consult with First Deputy or her designee prior to issuing any news release, advertisement, or literature of any kind or permitting the issuance of any news release, advertisement, or literature of any kind which refers to Chicago-O'Hare International Airport ("Airport") or the services performed in connection with this Agreement. A.D.C. shall not issue any such release, advertisement or literature without the express prior approval of the First Deputy or her designee.
5. Only those services set forth in Attachment "A" (the "List of Services") shall be performed pursuant to this Agreement. The parties may agree in writing, at any time during the term of this Agreement, to amend or modify Attachment "A" or add or delete services from the List of Services. City shall not be required to compensate A.D.C. for any services performed by A.D.C., A.P.H.I.S. or U.S.D.A. for any services rendered unless those services are part of the List of Services set forth in Attachment "A".
6. City shall have the right to use or permit the use of all estimates, reports, records, data, charts, documents, models, designs, renderings, drawings, specifications, computations and other papers of any type whatsoever, whether in the form of writing, figures or delineations, or any ideas or methods represented by them, which are prepared or compiled in connection with this Agreement, for any purpose and at any time without other compensation than that specifically provided herein.
7. This Agreement being based upon A.D.C.'s special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any monies due or to become due hereunder without the express consent in writing of the First Deputy shall be void and of no effect as to City; provided, however, that A.D.C. may sublet services to subcontractors with the express consent in writing of

the First Deputy. All persons to whom A.D.C. sublets services, however, shall be deemed to be A.D.C.'s agents and no subletting or approval thereof shall be deemed to release from its obligations under this Agreement or impose any obligation on the City to such subcontractor or give the subcontractor any rights whatsoever against the City.

8. A.D.C. services hereunder shall be those specified in Attachment "A" (Work Plan). The objective of the services is to conduct an ecological study of the Chicago-O'Hare International Airport and the critical airspace surrounding the Airport to determine the ecological factors of the Airport and its vicinity that attract wildlife.

Article V.

Obligations Of The City:

9. City hereby authorizes A.P.H.I.S. and/or A.D.C. to conduct an ecological study of the Airport and the critical airspace surrounding the Airport to determine the ecological factors of the Airport and its vicinity that attract wildlife.
10. City will reimburse A.D.C. for expenses in connection with the services defined in Attachment "A" (Work Plan) as follows:
 - A. City will reimburse A.P.H.I.S. or A.D.C. in accordance with written instructions from the State Director, for all costs (100%) up to but not exceeding \$50,000 as compensation for the services defined in Attachment "A". City shall reimburse A.P.H.I.S. and A.D.C. personnel performing services listed in Attachment "A" for all research, travel, lodging, per diem, salary, benefits and miscellaneous costs associated with the ecological study of the Airport and the critical airspace surrounding the Airport.

The amount City shall reimburse A.P.H.I.S. and A.D.C. personnel for traveling from their regular duty stations to the temporary duty locations at or surrounding the Airport or to such other sites as determined to be appropriate by the First Deputy, for the purpose of participating in meetings and/or carrying out duties or activities relating to the performance of services listed in Attachment "A", and returning to the regular duty

station, shall be equal to U.S.D.A.'s actual costs for salary and benefits plus travel costs as determined in accordance with U.S.D.A.'s normal and usual travel rules and regulations.

11. City shall notify A.D.C. of the date of any proposed meeting verbally or in writing as far in advance of the meeting date and need as practical.
12. City shall provide A.P.H.I.S. and/or A.D.C. personnel with either (1) an approved vehicle and whatever training is necessary, if any, to meet F.A.A. requirements for travel in restricted areas; or (2) an approved vehicle and an Airport staff guide as required by F.A.A. regulations.
13. City shall provide A.P.H.I.S. and/or A.D.C. personnel with reasonable desk space and telephone service.

Article VI.

All U.S.D.A., A.P.H.I.S. and A.D.C. activities will be conducted in accordance with applicable federal, state and local laws.

Article VII.

The U.S.D.A., A.P.H.I.S. and A.D.C. will hold the City harmless from any liability arising from the negligent act or omission of the U.S.D.A., A.P.H.I.S. and/or A.D.C. to the extent compensation is available pursuant to the Federal Tort Claims Act (F.T.C.A.), 28 U.S.C. 2761 et seq. except to the extent that aforesaid liability arises from the negligent acts or omissions of City. Such relief shall be provided pursuant to the procedures set forth in the F.T.C.A. and applicable regulations.

Article VIII.

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

Article IX.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be modified, amended or terminated except in writing signed by both parties or as otherwise explicitly provided in this Agreement.

City of Chicago:

Mary Rose Loney
First Deputy Commissioner of Aviation
City of Chicago, Department of Aviation
Chicago-O'Hare International Airport
P. O. Box 66142
Chicago, Illinois 60666

Date

United States Department of Agriculture:

G. R. Abraham
Eastern Regional Director
U.S.D.A./A.P.H.I.S. Animal Damage
Control
Suite 370, Waverly Building
7000 Executive Center Drive
Brentwood, Tennessee 37027

Date

William R. Bonwell
State Director
U.S.D.A./A.P.H.I.S. Animal Damage
Control
Federal Building, Room 22
600 East Monroe Street
Springfield, Illinois 62701

Date

Approved:

Comptroller

Approved As To Form And Legality:

Assistant Corporation Counsel

Attachment "A" to this Cooperative Service Agreement reads as follows:

Attachment "A".

Work Plan For An Ecological Study

And

Development Of A Wildlife Hazard Management Plan

Between

City Of Chicago

And

United States Department Of Agriculture

Animal Plant Health Inspection Service

Animal Damage Control.

Introduction.

An ecological study of an airport and vicinity is requisite to long-term action for controlling or keeping wildlife from the Airport, and its critical airspace. The study shall address (a) the Airport's wildlife hazard history, (b) the daily and seasonal numbers, movements and activities of wildlife species at and near the Airport, and (c) the habitats and land uses of the Airport and surrounding areas.

By establishing documentation for the control of wildlife hazards, the Airport will best be able to maintain an awareness of potential wildlife hazards among the air carriers and Airport personnel. In addition the City will be made aware of the potential methods which may be used to control wildlife hazards and better able to justify the chosen methods to the public.

Planned Animal Damage Control Activities.

A.D.C. will (a) map the Airport environment, (b) measure the wildlife activity, (c) analyze and evaluate data, and (d) provide recommendations for minimizing or controlling wildlife hazards at the Airport.

Stipulations And Restrictions.

1. The area of the study and plan will include a zone around the Airport where aircraft on approach or takeoff are normally at or below five hundred feet above ground level. Such zone will be considered "critical airspace" and extend for a distance of approximately two miles around the Airport.

2. Accurate field records will be kept and will include (1) all information collected on wildlife activity, (2) the site location(s), (3) the name of the observer and (4) any other relevant information.

3. A.D.C. will be considered an invitee on lands designated by the City. The City will be required to exercise reasonable care to warn A.D.C. as to dangerous conditions or activities on the project area.

4. It is understood by all parties that simple documentation and identification of facts and needed control will not reduce wildlife hazards. Control in the form of active measures must be implemented.

Meetings And Reports.

A.D.C. and the First Deputy or her designated agents will meet monthly to discuss progress, problems and make comments as needed. At the time of such meetings, A.D.C. will provide a written summary of progress and accomplishments in connection with the implementation of the service, set forth herein.

AUTHORIZATION FOR EXECUTION OF NEWSSTAND CONCESSION LICENSE AGREEMENT AND PAYMENT AGREEMENT WITH JEMEIL'S, INC. AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a written communication from the Mayor's Office transmitting an ordinance to authorize a Concession License Agreement and Payment Agreement between the City of Chicago and Jemeil's, Inc. at Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of all the members of the committee present, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor or his proxy, subject to attestation by the City Clerk, approval by the Commissioner of the Department 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 Newsstand Concession License Agreement at Chicago Midway Airport between the City of Chicago and Jemeil's, Inc., in substantially the following form:

[Concession License Agreement immediately follows
Section 2 of this ordinance.]

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

Concession License Agreement attached to this ordinance reads as follows:

Midway Airport

Newsstand Concession License Agreement.

This Agreement made this ____ day of _____, 19____, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Jemeil's, Inc., an Illinois corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, which airport is known as Chicago Midway Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensor and Licensee have previously entered into a Concession License Agreement dated August 28, 1986 ("1986 License Agreement") and authorized by the Chicago City Council on August 28, 1986 (Council Journal pages 33018 -- 33043), such 1986 Agreement granting to Licensee the right to occupy premises at the Airport and operate a concession for a term of three years; and

Whereas, Following the expiration of the 1988 License Agreement, Licensee, with the consent of the Licensor, continued to operate the licensed premises on a month-to-month basis; and

Whereas, The Department of Aviation and Licensee have reached an agreement concerning certain issues relating to performance of Licensor under the 1986 License Agreement and to the payment by Licensee to Licensor of past due license fees under the 1991 License Agreement; and

Whereas, Prior to and as a condition precedent to execution of a second Concession Agreement with Licensee, Licensor shall receive from Licensee Eighty-seven Thousand One Hundred Forty-six Dollars and one cent (\$87,146.01) and a release and waiver of all claims and liabilities arising under the 1986 Agreement, such release and waiver to be in a form approved by the Corporation Counsel; and

Whereas, Licensor and Licensee have agreed to enter into a payment agreement ("Payment Agreement") in the form attached hereto as Appendix 1; and

Whereas, The Licensor and Licensee have agreed that full execution of the Payment Agreement is a condition precedent to the execution of this Agreement by the Licensor; and

Whereas, Licensee represents that it is ready, willing and able to continue to conduct the operation of a concession at the Airport; and

Whereas, The Licensor has determined that Licensee is qualified to operate a concession at the Airport and Licensor deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

Now, Therefore, For and in consideration of the Premises and the mutual promises contained herein, the parties agree as follows:

Part I -- Special Provisions.

Section 1.

Premises.

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as "Concession Operations Space") located on the Airport property, to be used for the purpose of operating a newsstand concession and for no other purpose:

Space No. D100-D2 consisting of 300 square feet, in Terminal Building D (Exhibit "A");

Space No. D100-D5 consisting of 60 square feet, in Concourse "A" (Exhibit "B");

Space No. D101-D5 consisting of 60 square feet, in Concourse "B" (Exhibit "C");

and the following space (sometimes referred to herein as "Concession Storage Space") to be used as storage areas for said concession and for no other purpose:

Space No. D100-D6 consisting of one hundred thirty-five (135) square feet in Terminal Building D (Exhibit "D"); and

Space No. D101-D6 consisting of one hundred thirty (130) square feet in Concourse "A" (Exhibit "E");

all space as indicated on Exhibit(s) A, B, C, D and E attached hereto and made a part hereof (the Concession Operations Space and the Concession Storage Space collectively referred to herein as "the Premises"). The concession storage space as indicated above will serve as temporary storage only. Permanent storage space will be assigned at a future date and will be addressed by appropriate amendment hereto.

B. Purpose/Operating Rights. Licensor grants to Licensee a nonexclusive privilege, in common with others that Licensor may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate additional concessions at such additional locations at the Airport as may become available and that the Commissioner may designate, during the term of this Agreement. Such additional concession locations shall operate on the same terms and conditions set forth herein, except the Minimum Guarantee License Fees (as hereinafter defined) set forth in Section 3 shall be increased proportionately based on the additional space; provided there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

D. Relocation. Licensor by and through the Commissioner reserves the right to require Licensee, during the term of this Agreement, to relocate installed improvements within the terminal buildings or to exchange the Premises for other areas of equivalent size and exposure to the traveling public, where and when, in the opinion of the Commissioner, such is necessary for the proper functioning of the Airport. Licensor shall adjust proportionately the Fixed License Fee (defined in Section 3(A)) to reflect the increased or decreased square footage. Licensor may also adjust the Minimum Guarantee License Fee (defined in Section 3(A)) proportionately. The Percentage License Fee (defined in Section 3(A)) shall not be affected. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor. If Licensee rejects the space, the Licensor has the right to contract said space to another concessionaire.

Section 2.

Term.

The term of this Agreement shall commence on January 1, 1991 ("Commencement Date"), and shall terminate on December 31, 1995, unless sooner terminated or cancelled as hereinafter provided.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

Section 3.

License Fee.

A. Fixed Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 11, each and every year during the term of this Agreement, Licensee agrees to pay Licensor that sum resulting from the addition of (i) the Fixed License Fee and (ii) the greater of the Percentage License Fee and the Minimum Guarantee License Fee, such terms having the meanings as set forth below:

- (1) Fixed License Fee. The "Fixed License Fee" shall mean a license fee of Fifteen Dollars (\$15.00) per square foot per annum for all of the Premises listed under Section 1(A) (currently totalling 775 square feet) and any additional space granted under this Agreement.
- (2) Percentage License Fee. The "Percentage License Fee" shall mean the following:
 - Ten percent (10%) of the Gross Receipts derived from the sales of newspapers, magazines, and books;
 - Sixteen percent (16%) of the Gross Receipts derived from sales of drugs, sundries, confections, candy, gum, tobacco and snacks; and
 - Twenty percent (20%) of the Gross Receipts derived from sales of gift items.

- (3) Minimum Guarantee License Fee. The "Minimum Guarantee License Fee" shall mean a minimum license fee payable by the Licensee to the Licensors in each and every year this License Agreement remains in effect, regardless of gross receipts. The Percentage License Fee in any year may exceed the Minimum Guarantee License Fee, but shall never be less than the Minimum Guarantee License Fee.

The Minimum Guarantee License Fee for the twelve (12) month period immediately following January 1, 1991, shall be Forty-seven Thousand Eight Hundred Dollars (\$47,800).

The Minimum Guarantee License Fee for the twelve (12) month period immediately following January 1, 1992, shall be Fifty-six Thousand Two Hundred Dollars (\$56,200).

The Minimum Guarantee License Fee for the twelve (12) month period immediately following January 1, 1993, shall be Sixty-three Thousand Ninety Dollars (\$63,090).

In every subsequent year, the Minimum Guarantee License Fee shall be equal to the greater of eighty percent (80%) of the actual Percentage License Fee due from Licensee in the immediately preceding year or Forty-seven Thousand Eight Hundred Dollars (\$47,800).

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12) of the appropriate Minimum Guarantee License Fee and one-twelfth (1/12) of the Fixed License Fee. The initial monthly payment of said License Fees shall commence on the Operation Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensors to Licensee in advance of the Operation Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph F of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. Pro Rata Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee, until such dispute is settled. No interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business and the aggregate amount of all sales and services and orders, and of all Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well-managed retailers. The internal control procedure must be described by Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensees directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any

governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively, Licensee may, at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year, if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by _____, an _____ corporation, for the year ended _____ relating to the _____ concession operations at Chicago Midway Airport pursuant to an Agreement between the City of Chicago and _____ dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents accurately

and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is inadequate, qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require.

Section 4.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate a newsstand concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on an exclusive basis:

- 1) newspaper and newspaper-type publications, except that such exclusive right shall not be deemed to be violated by newspapers sold in coin-operated vending machines located at the Airport;
- 2) general circulation magazines; and
- 3) general circulation periodicals.

The exclusive right to sell the above items is limited to the Terminal Buildings and Concourses and the public areas immediately adjacent to such buildings and is subject to the following:

- 1) Any superseding ordinances enacted by the City Council;
- 2) Any Rules and Regulations promulgated by the Commissioner of Aviation governing the sale of newspapers at Midway Airport from coin-operated vending machines;

3) The right of other Airport Licensees to sell magazines or publications that are narrowly directed to the specific concept or product in which another Licensee specializes;

4) The agreement of the Licensee to have available for sale any publication that can reasonably be expected to be requested by the traveling public and, further, that Licensee will carry any publication which seeks to be carried by its publisher unless and until Licensee can establish to the satisfaction of the Commissioner of Aviation that there is no demand for that publication;

5) The agreement of the Licensee to display a widely representative inventory of the above-mentioned categories and to post an appropriate sign to inform the public that there are certain periodicals available for sale, but not on display;

6) The agreement of the Licensee to provide newspaper vending machines in such numbers and at such locations as the Commissioner of Aviation may reasonably deem appropriate for the convenience and necessity of the traveling public.

The Licensee shall prominently display all daily news publications.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit F attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective Licensee, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensor's intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensor agrees that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold and the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business on the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision, who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it and further, covenants that Licensee will not divert or cause or allow to be diverted any business from the Airport.

Section 5.

Investment By Licensor And Licensee.

- A. **Renovation.** Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the Concession Operations Areas designated on Exhibits A, B, C, and D.

The remodeling or construction of Concession Operations Areas is to begin within thirty (30) days after the Commencement Date and shall be completed sixty (60) days after the Commencement Date. Failure to complete construction within said sixty (60) day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits A, B, C and D as specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Eighty-five Dollars (\$85.00) per square foot ("Minimum Investment").

Upon completion of construction, Licensee shall provide Licensor with a statement certified by its architect, setting forth the total construction costs and containing appropriate detail to show the cost of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The Minimum Investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges, which shall not exceed 15% of the Minimum Investment). If the Minimum Investment exceeds Licensee's actual investment by ten percent (10%) or more, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the Minimum Investment, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

- B. Installation by Licensee: All equipment, furniture, finishings and fixtures ("Furnishings") necessary in the proper conduct of Licensee's business shall be furnished at Licensee's expense. The cost of the Furnishings shall not be applied toward the Minimum Investment.
- C. Improvements, Equipment and Decor Installation by Licensees at the Airport:

- (1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.
- (2) Complete plans and specifications, including the choice and types of all materials to be used in the work and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner and shall meet all local building codes and ordinances. Concessionaire must also obtain necessary building permits.
- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and the Commissioner of Public Works advance notice before starting any new work and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.
- (4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair, except Licensee shall not be responsible for structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.
- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanic's and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that Licensee supplies Licensor with such bond or other security that Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes prior to the expiration of this

Agreement, and the Commissioner concludes that suitable alternative space is unavailable or that the procedures outlined in Section 1(D) are impractical, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the premises, provided that Licenser, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized value ("Unamortized Value") of the structural and other improvements constructed and installed upon the Premises required to be vacated. The Unamortized Value shall be determined by deducting depreciation from the original cost of any such improvements. For purposes of this Subsection 5(C)(6), original cost shall be the actual out-of-pocket amounts expended by Licensee for construction of said improvements and depreciation shall be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

- D. Concession Area Layout Decoration. Licensee shall be entitled to lay out the space as it desires, subject to written approval of the Commissioner in advance of any installation. Such approval shall not be unreasonably withheld.
- E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

Section 6.

Letter Of Credit.

A. Terms of the Letter of Credit. Licensee shall provide the City with an irrevocable letter of credit in the principal amount of Fifty Thousand Dollars (\$50,000) in the form set forth in Exhibit G or as otherwise approved by the Corporate Counsel. Said letter of credit (or a replacement letter of credit pursuant to this Section 6) shall be provided for the length of this Agreement. Said letter of credit shall be used to ensure the faithful

performance by Licensee of all provisions of this Agreement and compliance with all orders, permits and directions of any agency, commission, board, department division or office of the City having jurisdiction over Licensee's acts or defaults under this Agreement and for payment by Licensee of any penalties, liens, claims and taxes due the City which arise by reason of Licensee's acts pursuant to this Agreement. The City shall be entitled to draw on said letter of credit if Licensee: (i) has failed to pay the City the Fixed License Fee, Percentage License Fee, Minimum Guarantee License Fee, or any other fee due the City within the time fixed in this Agreement; (ii) has failed to repay the City within 10 days any damages, expenses or cost which the City is compelled to pay by reason of Licensee's act or omission to act in connection with this Agreement; or (iii) has failed after three days notice to Licensee of such failure to comply with any provisions of this Agreement which the Commissioner of Aviation has reasonably determined can be remedied by a draw on the letter of credit. The City shall also be entitled to draw on any such letter of credit which expires (either by its terms or because of nonrenewal) on a date prior to the termination date of this Agreement unless proof of renewal of such letter of credit or a replacement letter of credit in form and substance satisfactory to the City's Corporation Counsel has been furnished to the City's Corporation Counsel at least 30 days prior to the expiration date thereof. Upon sole condition of delivery by the City to the issuer of said letter of credit of a demand for payment purportedly signed by the Commissioner of Aviation, the City can immediately draw up to the amount thereof outstanding, with interest and penalties, if any, from the letter of credit. Upon such draw, the City shall notify Licensee of the amount and date thereof and shall include in such notice the basis pursuant to which the City's right to draw has been exercised. If amounts are drawn under the letter of credit, Licensee shall take such actions as may be necessary to maintain such letter of credit at full amount within three (3) days of notification by the City of its withdrawal against such letter of credit. The rights reserved to the City under such letter of credit shall be in addition to any rights it may have pursuant to this Agreement or under law.

B. Qualified Issuers. The letter of credit called for in this Agreement shall be issued by companies or financial institutions authorized to do business in Illinois and satisfactory to the City Comptroller. The City also reserves the right to stop any work related to the carrying out of this Agreement unless such letter of credit is in place and effective.

C. Right to Require Replacement of Letter of Credit. If the financial condition of any letter of credit issuer issuing a letter of credit pursuant to Section 7.01 materially and adversely changes, the City may, at any time, require that such letter of credit be replaced with such letter of credit consistent with the requirements set forth in this Section 6.

D. No Excuse from Performance. None of the provisions contained herein nor the letter of credit required herein shall be construed to excuse the faithful performance by Licensee of the terms and conditions of this

Agreement or limit the liability of Licensee under this Agreement for any and all damages in excess of the amounts of such letter of credit.

Section 7.

Notices.

Notices of Licensors provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602. Notice to Licensee shall be sufficient if sent by certified mail, postage paid, addressed to Licensee at 5600 South Cicero Avenue, Chicago, Illinois 60638 or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II -- General Provisions.

Section 8-I.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week. However, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by the Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage and other refuse shall be disposed of between the hours of 12:00 Midnight and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensors.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities and the rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the Premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to replace any facility of Licensors used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

Section 8-II.

Warranties And Representations.

In connection with the execution of this Agreement, the Licensee warrants and represents:

(a) That the Licensee is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

(b) That no officer, agent or employee of the City is employed by the Licensee 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 the Board of Ethics established pursuant to the Municipal Code of Chicago ("Code") (Chapter 2-156); and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any Sublicensees to the Licensee or anyone associated therewith, as an inducement for the award of a sublicense or order; and the Licensee further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Code shall be voidable as to the City; and

(c) That the Licensee shall not knowingly use the services of any ineligible contractor or consultant for any purpose in its performance under this Agreement; and

(d) That the Licensee has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of its obligations hereunder; that, from its 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 it for such examination, analysis, and preparation was adequate; that it was permitted access to any person or information in connection with its preparation of the Proposal; and

(e) That this Agreement is feasible of performance in accordance with all of its provisions and requirements and that the Licensee can and shall perform, or cause to be performed, such obligations in strict accordance with the provisions and requirements of this Agreement; and

(f) That, except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits and Attachments attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind

whatsoever, by the City, its officials, agents, or employees, has induced the Licensee to enter into this Agreement or has been relied upon by the Licensee, 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 this Agreement; or (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation hereof, any discussions hereof, the performance hereof or those employed in connection herewith; and

(g) That the Licensee was given ample opportunity and time and was requested by the City to 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 it 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 the Licensee expressly hereby relinquishes 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; and

(h) That the Licensee is not in violation of the provisions of Section 2-92-320 of the Code. Section 2-92-320 of the Code states, in pertinent part, that, except as provided for therein, no person or business entity shall be awarded a contract or subcontract if that person or business entity or an affiliated entity thereof (as defined in Chapter 2-92 of the Code): (i) has been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois, or any other public entity, in that officer's or employee's official capacity; or (ii) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (iii) has made an admission of guilt to such conduct described in clause (i) or (ii) above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under Section 292-320 of the Code shall continue for three years following such conviction or admission. For purposes of Section 2-92-320 of the Code, when an official, agent or employee of a business entity has committed any offense under such section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. In connection herewith the Contractor has executed a Certification as required under the Illinois Criminal Code, Ill. Rev. Stat., Ch. 38, 33E-11 (1989) as amended, and under the Illinois

Municipal Code, Ill. Rev. Stat., Ch. 24, 11-42.1-1 (1989) (1990, Supp.) which is attached hereto as Exhibit H and incorporated by reference as if fully set forth here. Prior to entering into any contractual relationship with any third party in order to perform under this Agreement, the Licensee shall conduct a diligent investigation in order to determine compliance with this Section. If after the Licensee enters into such a contractual relationship it is determined that such contractual relationship is in violation of this subsection, the Licensee shall immediately cease to use such third party in performing under this Agreement. In all cases in which the Licensee enters into a contractual relationship with such third parties, the terms of such contract shall provide that the Licensee shall be entitled to recover all payments made by the Licensee to such third party if prior to or subsequent to the beginning of such contractual relationship the use of such third party in order to perform under this Agreement would be violative of this subsection; and

(i) That the Licensee acknowledges that the City, in its selection of the Licensee to perform hereunder, materially relied upon all information provided by the Licensee; that the aforesaid information was accurate at the time it was made; that except as affected by this Agreement, no material changes in it have been or will be made without the express consent of the City; and that the City relied among other things during negotiations for this Agreement on the Licensee's statements and representations that the Licensee holds itself to very high standards of quality and professionalism as a vendor at the Airport; and

(j) That it shall be the duty of the Licensee and all Sublicensees and all officers, directors, agents, partners, and employees of the Licensee and all Sublicensees to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. The Licensee understands and will abide by all provisions of Chapter 2-56 of the Code. The Licensee shall inform all its Sublicensees of this provision and require understanding and compliance herewith.

Section 9.

Services To Be Performed By Licensor.

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

*Section 10.**Quality And Price Control.*

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to the Commencement Date and be in the form of Exhibit F of this Agreement. Licensee shall offer for sale only goods of premium quality and charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high-quality retail establishments in the Chicago area, selected solely by the Commissioner. After the initial schedule of merchandise is delivered by Licensee to Licensor, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items, Licensee shall submit to Licensor not less than quarterly a schedule of such new merchandise items it proposes to be offered for sale on the Premises and the prices to be charged therefore. For purposes of this section, new merchandise shall include different sizes of existing merchandise if the proposed sales price of the new merchandise is higher or the package size of the new merchandise is smaller than the existing merchandise. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If, in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 27.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services which is beyond the control of Licensee, including but not limited to: acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located, based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels reach a level equal to eighty-five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

*Section 12.**Property Rights Upon Termination.*

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation, a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport Premises. In this event, Licensor may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensor may also agree to make the repairs on condition that Licensee reimburse Licensor for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors. This provision is subject to Licensor's right to require removal of any portion of said improvements and to require Licensee to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

Section 13.

Damage Or Destruction Of Premises.

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensor may, at Licensor's option, either (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensor's intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage promptly, at its sole cost and expense. In the event Licensor elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensor in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensor, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensor shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected Premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause, whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a Concession Operations Area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a Concession

Operations Area shall be damaged or destroyed by an uninsured risk, notwithstanding that the Concession Operations Area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction, in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continued shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee, at Licensee's option, may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 14.

Insurance.

- (a) The Licensee shall procure and maintain at Licensee's own expense, the types of insurance specified in this Article, with insurance companies authorized to do business in the State of Illinois covering all operations under this License Agreement.
- (b) The kinds and amount of insurance required are as follows:
 - 1) Workers' Compensation and Occupational Disease Insurance. Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this License Agreement. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.
 - 2) Commercial Liability Insurance (Primary and Umbrella). Commercial Liability Insurance or equivalent with limits of

not less than \$2,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operation, fire legal liability, host liquor liability, independent contractors, broad form property damage, and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

- 3) **Automobile Liability Insurance.** When any motor vehicles are used in connection with activities to be conducted under this License Agreement, the Licensee shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.
 - 4) **All Risk Builder's Risk Insurance.** When Licensee undertakes any construction, including improvements, betterments, and/or repairs on the Exclusive Use Premises, the Licensee shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility. The City is to be named as an additional insured, and proceeds of insurance shall be made payable to City loss payee.
- (c) The Licensee will furnish the City of Chicago, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this License Agreement and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this License Agreement. The Certificates of Insurance required herein shall be furnished to the City before Licensee commences any operations under this License Agreement.
 - (d) The insurance hereinbefore specified shall be carried during the entire term of this License Agreement or any extension thereof. Failure to carry or keep such insurance in force may constitute a violation of the License Agreement and the City maintains the right to terminate License.
 - (e) The insurance shall provide for 60 days prior written notice to be given to the City of Chicago (Attention: Department of Aviation at the addresses set forth in paragraph (c) above) in the event coverage is substantially changed, canceled or non-renewed.

- (f) The Licensee shall require all contractors and subcontractors to carry this insurance required herein or Licensee may provide the coverage for any or all contractors and subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.
- (g) Licensee expressly understands and agrees that any insurance coverages and limits furnished by Licensee shall in no way limit the Licensee's liabilities and responsibilities specified within the contract documents or by law.
- (h) The Licensee and each contractor and subcontractor agree that insurer shall waive their rights of subrogation against the City of Chicago, including its appointed and elected officials, representatives, agents, and employees.
- (i) The Licensee expressly understands and agrees that any insurance maintained by the City of Chicago shall apply in excess of and not contribute to insurance provided by the Licensee under the Licensee Agreement.
- (j) The City of Chicago maintains the right to modify, delete, alter or change these requirements.

Section 15.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral, and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or the Director's designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensor's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed \$1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of

Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three-person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by the Director of M.E.T. and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

Section 16.

Indemnity.

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensor from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

*Section 18.**Ingress And Egress.*

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and its suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services, materials or stock shall provide such services in a reasonable manner and at such times as not to interfere with normal Airport operations.

*Section 19.**Assignment And Subletting.*

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licenser or the public, shall be subject to the remedies available in Section 27 hereof. For purposes of this Section 19, a "substantial change in ownership" shall include (1) any transfer of more than 40% of the Licensee's equity and (2) the assumption of a sufficient amount of debt to effect the operation and/or control of the Licensee.

*Section 20.**Signs.*

Licensee shall not erect, install, operate or cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

*Section 21.**Redelivery.*

Licensee will make no unlawful or offensive use of the Premises and will at the expiration of the term specified in Section 2 or upon any sooner termination specified elsewhere in this Agreement, quit and deliver the Premises to Licensor peaceably, quietly and in a good order and condition, reasonable use and wear excepted.

Section 22.

*Subject To Airline Agreements, Nondiscrimination And
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of the "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" between the City and Midway Airlines, Inc. as such agreement may from time to time be amended and such other related Agreements as may be entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, sexual orientation, mental or physical disability unrelated to ability to perform, citizenship, ancestry, marital status, parental status, military discharge status, source of income, or national origin, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, sexual orientation, mental or physical disability unrelated to ability to perform, citizenship, ancestry, marital status, parental status, military discharge status, source of income, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with sublicensees, suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor,

who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246, 30 C.F.R. 12319 (1964 -- 1965), as modified by Executive Order 11375, 32 C.F.R. 14303 (1967) and Executive Order 12086 (1978), 43 C.F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 C.F.R. 36037, 5 U.S.C. App-1 (1981); The Civil Rights Act, 42 U.S.C. 2000d (1988); The Age Discrimination Act, 42 U.S.C. 1601 -- 1602 inclusive (1975); The Americans with Disabilities Act of 1990; Discrimination in Public Contract Acts, Ill. Rev. Stat., Ch. 29, Secs. 17 -- 24 (1987); The Human Rights Act, Pub. A. No. 81-1216, Ill. Rev. Stat., Ch. 68, Secs. 2-105, 5-101 -- 5-103, inclusive (1987); Municipal Code of Chicago, Ch. 199 "Human Rights", Council Journal of Proceedings, pages 23526 -- 23536 (Dec. 21, 1988); Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor 41 C.F.R. 60-1 (July 1, 1988); and to Executive Order 89-7 issued on April 26, 1989 by the Mayor of the City of Chicago.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

Licensee understands that its failure to abide by the terms of this Section 22 shall constitute a default under this Agreement. In the event of Licensee's default under this Section 22, Licensee shall have all rights and remedies granted under Sections 27, 28 and 29 hereof including the right to cancel or void this Agreement in whole or in part.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for itself, its personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person shall be excluded on the grounds of race, creed, color, religion, age, sex, sexual orientation, mental or physical disability unrelated to ability to perform, citizenship, ancestry, marital status, parental status, military discharge status, source of income or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, creed, color, religion, age, sex, sexual orientation, mental or physical disability unrelated to ability to perform, citizenship, ancestry, marital status, parental status, military discharge status, source of income or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the Premises in compliance with all other

requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

In the event of the breach of any of the above nondiscrimination covenants, the Licensor shall have the right to terminate this Agreement and to re-enter and repossess said land and the facilities thereon and hold the same as if said Agreement had never been made or issued.

D. Disadvantaged Business Enterprises. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 C.F.R. Part 23 of the regulations of the U.S. Department of Transportation shall have the maximum opportunity to participate in the performance of agreements defined in 49 C.F.R. 23.5. Consequently, these agreements are subject to 49 C.F.R. Part 23 as applicable.

Licensee shall not discriminate on the basis of any of the categories set forth in Sections 22B and 22C above in the award or performance of sublicenses or other contracts, or in the procurement or leasing of materials or equipment.

Licensee hereby assures Licensor that the above clause and the clauses set forth in Section 22C above shall be included in all subleases and that all sublessees shall be required to include comparable clauses in any further subleases.

In the event of a breach by Licensee of any covenant made under this Section 22D, Licensor shall have all the rights and remedies set forth in Section 22B herein.

Section 23.

Conflict Of Interest.

This Agreement is subject to, and the Licensee shall comply with, all requirements of, and avoid engaging in any acts or conduct which would result in or entice any third party to commit a violation of Chapter 2-156 of the Municipal Code of the City.

No member of the governing body of the City or other unit of its government and no other official, officer, employee or agent of the City or other unit of government shall have any personal, financial, or economic interests in this Agreement, direct or indirect, or any subcontract resulting herefrom.

Section 24.

Non-Liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Licensee, or by any assignee or Sublicensee of the Licensee, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

Section 25.

Incorporation.

This Agreement and the Exhibits and Attachments attached to this Agreement are incorporated into this Agreement by this reference and constitute the entire and exclusive agreement between the Parties with respect to the subject matter of the Agreement and supersede all prior communications and negotiations, whether written or oral.

Section 26.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 27.

Default.

- A. Event of Default. Licensee shall be in default under this Agreement if:

- 1a. Licensee shall fail duly and punctually to pay the Annual Fixed License Fee, Percentage License Fee and Minimum Guarantee License Fee due hereunder each and every year this Agreement is in effect, or due under the 1986 Agreement with Licensor; or
- 1b. to make any other payment required hereunder or under the Payment Agreement at the times and in the manner specified herein or in the Payment Agreement, when due to Licensor; or
2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or
3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or
6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or

7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
 8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
 9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time exceeding thirty (30) days and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
 10. Licensee shall use or give its permission to any person to use any portion of airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose; or
 11. Licensee shall be in default under any other agreement with Licensor including but not limited to the Payment Agreement and Note attached hereto as Appendix 1 and made a part hereof.
- B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:
1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Article 3; or
 2. Any other right or remedy available at law or in equity.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any

personal property located therein, at the sole cost and expense of Licensee without Licenser being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licenser, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licenser, or its employees or agents by reason of such termination, or by reason of any act by Licenser incidental or related thereto.

In the event of the exercise by Licenser of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised Premises.

The exercise by Licenser of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licenser under law or equity.

- C. No Waiver. No waiver by Licenser or Licensee of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Licenser or Licensee shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

The acceptance by Licenser of any fee set forth in Section 3, whether in a single instance or repeatedly, after such fee falls due, or after knowledge of any breach hereof by Licensee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given Licenser, or as an election not to proceed under the provisions of this Agreement.

Section 28.

Monetary Damages.

In the event Licenser elects to terminate this Agreement, Licensee shall pay to Licenser an amount equal to the sum of:

- (a) All amounts owing at the time of termination of the Agreement on account of breach of any term, covenant or condition of this Agreement

including, but not limited to, unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent ($1\frac{1}{2}\%$) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of license termination and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder;

(d) The "worth at the time of award" of the amount referred to in subsection (c) hereof is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

Section 29.

Fines.

If Licensee defaults on any of the covenants, terms, conditions or other requirements set forth in the sections enumerated below, Licensor may elect to impose the fines appearing next to the respective section number on the basis of per violation per day as follows:

Section	Violations	Assessment
4	Violation of Use Clause	\$15.00
8 (F)	Unauthorized Advertising or Signage	\$50.00
3	Failure to Submit Required Documents and Reports	\$10.00

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

*Section 30.**Independence Of Agreement.*

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

*Section 31.**Rules, Regulations, Laws, Ordinances And Licenses.*

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

*Section 32.**Paragraph Headings.*

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

*Section 33.**Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held

to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 34.

Prohibition Of Recordation.

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

Section 35.

No Personal Liability.

The execution of this Agreement by any person in the name and on behalf of Licensor shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

Section 36.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Illinois.

*Section 37.**No Leasehold Interest.*

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee by Licensor.

*Section 38.**Waiver Of Claims And Liabilities.*

Licensee hereby waives and relinquishes any and all rights and claims against Licensor and releases Licensor from any and all liabilities that may have accrued or arisen as a result of either party's performance under or pursuant to the 1986 Concession License Agreement.

*Section 39.**Airport Rules And Regulations.*

Licensee shall comply with and obey all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders including all rules and regulations governing the conduct and operation of the Airport.

*Section 40.**City's Governmental Functions.*

Nothing contained in this Agreement shall impair the right of City, in the exercise of its governmental functions, to require Licensee to pay any tax or inspection fees or to produce necessary permits or licenses.

*Section 41.**Recycling.*

The Licensee shall comply with all applicable rules and regulations promulgated by the City or other governmental entity with respect to recycling. The Licensee covenants that it will be a full and active participant in any recycling program developed by the City which the Commissioner of Aviation determines in his sole discretion to be applicable to the Licensee. The City shall have the right to inspect the Licensee's recycling operations upon reasonable notice; and to terminate this Agreement, in whole or in part, if Licensee is not in compliance.

*Section 42.**Attachments And Exhibits.*

The Attachments set forth immediately following this Agreement and the Exhibits attached hereto are hereby incorporated into, and shall form an integral part of, this Agreement as though written out in full in this Agreement.

In Witness Whereof, The parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

City of Chicago,
a municipal corporation

Mayor

Approved:

Attest:

Commissioner of Aviation

City Clerk

City Comptroller

Secretary

Approved As To Form And Legality:

Corporation Counsel

Licensee:

Jemeil's, Inc.,
an Illinois corporation

President

Attest:

Secretary

[Exhibits "A", "B", "C", "D" and "E" attached to this
Concession License Agreement printed on pages
3802 through 3806 of this Journal.]

Appendix 1 and Exhibits "F", "G", "H" and "I" attached to this ordinance
read as follows:

Chicago Midway Airport, including the 1991 Agreement, if approved and executed by the parties, without prejudice, to any other rights the City may have at law, in equity or otherwise against me.

I further agree that if Jemeil's, Inc., should become insolvent, make a general assignment for the benefit of creditors or file a petition in bankruptcy, the entire balance will immediately be deemed due and payable to the City.

I agree that this payment agreement and note are executed, and are to be construed, under the laws of the State of Illinois. If any provision of this payment agreement is held to be unconstitutional or otherwise invalid in a court of competent jurisdiction, the invalid provision or provisions shall not affect any other provision of this payment agreement, as each provision is severable. I further agree that I, Jemeil's, Inc., as the maker, submit myself to the jurisdiction of the courts of the State of Illinois for purposes of any action arising under, in connection with or relating to this payment agreement.

Jemeil's, Inc., as the maker, shall pay the sum of Eighty-seven Thousand One Hundred Forty-six Dollars and One Cent (87,146.01) as its downpayment, payable upon execution of this payment agreement and approval by the City Council. I further agree to pay the remaining Sixty-six Thousand Eight Hundred Eleven Dollars and Ninety-nine Cents (\$66,811.99) due under this payment agreement in 46 Equal Monthly Installments Of \$1,740.03 Each Commencing On The 1st Day Of The Month Following Approval And Execution And Continuing Thereafter On The 1st Day Of Each Month Until Fully Paid.

It is understood and agreed that each monthly installment payment includes interest computed at a rate of 10% per annum to accrue beginning on the 1st day of the month following approval and execution of this payment agreement.

Jemeil's, Inc., shall have the option to prepay the balance due under this payment agreement at any time without penalty.

All payments are to be made at the Office of the Corporation Counsel, 121 North LaSalle Street, Room 610, City Hall, Chicago, Illinois 60602 to the attention of Scott A. Lindenberg, Chief Assistant Corporation Counsel, Revenue Division.

I, the maker, understand and agree that, should I default in the payment of the downpayment or any installment as provided above, and that default is not cured within 10 days of receipt by Jemeil's, Inc., at 6839 South Aberdeen Street, Chicago, Illinois 60621, of written notice of same from the City, the entire principal and accrued interest, if any, remaining to be paid under this payment agreement will then become due and owing and the City will be entitled to have the entire balance remaining paid immediately

without further notice or demand. For purposes of this paragraph only, "default" shall be defined as any payment not received within 14 days of its original due date, and any notice, if mailed, shall be presumed to be received on the third business day after the notice is placed in the mails with sufficient postage prepaid.

I, the maker, further understand and agree that a default under the Newsstand Concession License Agreement of which this payment agreement is a part shall constitute a default hereunder, giving rise to all of the remedies herein set forth.

Jemeil's, Inc.

By: Willie Howard, Jr., President

City of Chicago

Kelly R. Welsh
Corporation Counsel

By: Sharon L. Hunt
Assistant Corporation Counsel

Scott A. Lindenberg
Chief Assistant Corporation
Counsel -- Revenue Division

Department of Aviation

By: James Chronis
Deputy Commissioner

Exhibit "F".

*(To Concession License Agreement Beginning On
Page 3745 Of This Journal)*

Merchandise Which May Be Sold On Premises.

Nonexclusive Basis:

(Items sold on a Nonexclusive Basis)

- * Wrapped candy bars
- * Gum
- * Tobacco products
- * Gift products, i.e., mugs, posters and Chicago souvenirs
(This excludes the sale of T-shirts)

Exclusive Basis:

The merchandise specified in Section 4A.

Exhibit "G".

*(To Concession License Agreement Beginning
On Page 3745 Of This Journal)*

Form Of Letter Of Credit.

(Date)

(Date)

City of Chicago
c/o Commissioner of Aviation
20 North Clark Street
30th Floor
Chicago, Illinois 60602

Gentlemen:

We hereby issue Irrevocable Stand-By Letter of Credit No. _____ in your favor for the account of Jemeil's, Inc., _____ up to an aggregate amount of U. S. Dollars \$_____.

Funds under this Credit are available to you unconditionally against your sight drafts for any sum or sums not exceeding a total of U. S. Dollars _____ drawn on us mentioning our credit No. _____ purportedly signed by the Commissioner of Aviation or the City Comptroller of the City of Chicago (whether acting or actual).

Our obligations hereunder are primary obligations and shall not be affected by the performance or non-performance by Jemeil's, Inc., under any agreement with the City. We engage with you that any draws under this Credit shall be duly honored on sight if presented to us on or before _____.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce publication No. 400 (IUCP) and to the Uniform Commercial Code -- Letters of Credit, Ill. Rev. Stat., Ch. 26, 5-101, et seq. (1989) as amended, as in effect in the State of Illinois (U.C.C.). To the extent the provisions of the UCP and the U.C.C. conflict, the provisions of the U.C.C. shall control.

(authorized signature)

Exhibit "H".

*(To Concession License Agreement Beginning
On Page 3745 Of This Journal)*

*Contractor's Certification.**Certification.*

Specification: _____

The Undersigned _____, as _____
(Name) (Title)
and on behalf of _____ having been duly sworn
(Contractor)

under oath certifies that:

*Section I.**Contractor Certification.*

A. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity¹ of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity¹, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity¹ during a period of 3 years prior to the date of award of the subcontract:

- 1) Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
- 2) Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

- 3) Made an admission of guilt of such conduct described in A (1) and (2) above which is a matter of record but has not been prosecuted for such conduct.

B. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five years prior to the date of submittal of this bid, proposal or response.

C. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.

D. The Contractor understands and will abide by all provisions of Chapter 19 of the Municipal Code of Chicago entitled "Office of Inspector General".

Section II.

Subcontractor Certification.

1. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity¹, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section IA (1) or (2) of this certification, (b) bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section IA, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance

equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity¹ or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) any of the conduct described in Section IA, (1) or (2) of this certification; or (b) of bid-rigging³, bid-rotating⁴ or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section IA, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section II, (A) and (B) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.

5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Ch. 26, Section 26-26 of the Chicago Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

Section III.

State Tax Delinquencies.

* (In completing this Section III, mark the box and place your initials in the appropriate subsection)

* Before signing, mark and initial the appropriate box in Section III.

- () A. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Initials: _____

- () B. Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

Initials: _____

- () C. Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in subsections A and B of this Section III, above.⁵

Initials: _____

Section IV.

Punishment.

A Contractor who makes a false statement, material to Section IB of this certification commits a Class 3 felony (Ill. Rev. Stat. 1989, Ch. 38, par. 33E-11 (B)). Making a false statement concerning Section III of this certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action (Ill. Rev. Stat Ch. 24, 11-42.1-1).

*Section V.**Incorporation Into Contract.*

This Certification shall become part of any contract awarded to the Contractor pursuant to the specifications set forth on page 1 of this Certification.

Name of Contractor

Signature of Authorized Officer

Title (Print or Type)

State of _____

County of _____

Signed and sworn before me this _____ day of _____, 19____
by _____ (Name) as _____ (Title)
of _____ (Contractor).

(Seal)

Notary Public Signature

Commission Expires: _____

Notes 1 -- 5.

1. In accordance with Chapter 26, Section 26-26 of the City of Chicago Municipal Code, the Contractor or a subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 26, Section 26 of the City of Chicago Municipal Code using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. Ill. Rev. Stat., 1989, Ch. 38, §33E-3.

4. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Ill. Rev. Stat., 1989, Ch. 38, §33E-4.

5. Chapter 24, §11-42.1-1 of the Illinois Revised Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

- (1) the contract is for goods or services vital to the public health, safety, or welfare; and
- (2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

Exhibit "I".

*(To Concession License Agreement Beginning On
Page 3745 Of This Journal)*

Anti-Apartheid Affidavit And Acknowledgment.

The Contractor has executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") attached to this agreement and incorporated into this agreement by this reference.

"The Contractor understands and acknowledges that the City may declare a default and terminate all existing contracts with the Contractor if the Contractor violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (i) a violation of the certifications contained in the Affidavit; (ii) the concealment of an existing contractual relationship or entering into a contractual relationship with (a) South Africa, (b) a South African business, or (c) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa; and (iii) the sale to the City of goods principally manufactured, produced, assembled, grown or mined in South Africa. This right of termination is supplemental to any other remedy

which the City may have under this Agreement, at law or in equity, and shall entitle the City to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy."

"Further, the Contractor understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago shall be subject to a fine of not less than \$500 and not more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law."

Anti-Apartheid Affidavit

[Non-Bid, Non-Professional Services Contracts]

Specification No. _____

Contract No. _____

Purpose Of Affidavit.

Each contractor with whom the City enters into a contract, without competitive bidding and for a purpose other than professional services, must complete this affidavit of compliance with the Chicago Anti-Apartheid Ordinance, Chapter 3-68 of the Municipal Code. Certain terms used in this affidavit are defined in the Anti-Apartheid Ordinance and the regulations issued thereunder, and have the same meanings in this affidavit as in the ordinance and regulations. In order to assure the accuracy of this affidavit, refer to the ordinance and regulations when completing this affidavit. Copies of the ordinance and regulations may be obtained in the offices of the City's Purchasing Agent or Comptroller.

Instructions.

Indicate whether the statements below are true by having the authorized representative of the Contractor sign his/her initials in the box below. If the Contractor is not able to certify that the statements below are true, the Contractor will not be eligible to be awarded the contract unless a waiver is granted pursuant to §3-68-086 of the Anti-Apartheid Ordinance.

Certifications.

1. The Contractor

(a) has no contracts with South Africa, any South African business or any business or corporation for the express purpose of assisting operations in or trading with any private or public entity in South Africa (referred to collectively throughout this affidavit as "Prohibited Contracts");

(b) maintains, has implemented, and will maintain a policy during the term of the subject city contract and as a material condition thereof, not to enter into Prohibited Contracts; and

(c) its subcontractors under the subject contract will not provide to the City under this subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

Verification.

Under penalty of perjury, I certify that I am the _____
(Type or Print Title)

of _____ that I am
(Type or Print Name of Contractor)

authorized by the Contractor to execute this affidavit in its behalf, that I have personal knowledge of the certifications made in this affidavit, and that the same are true.

Signature _____

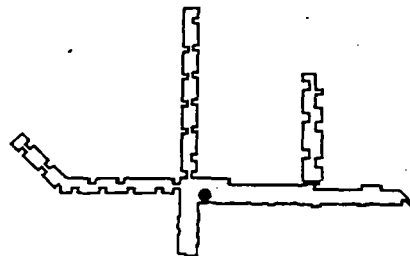
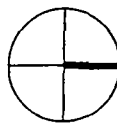
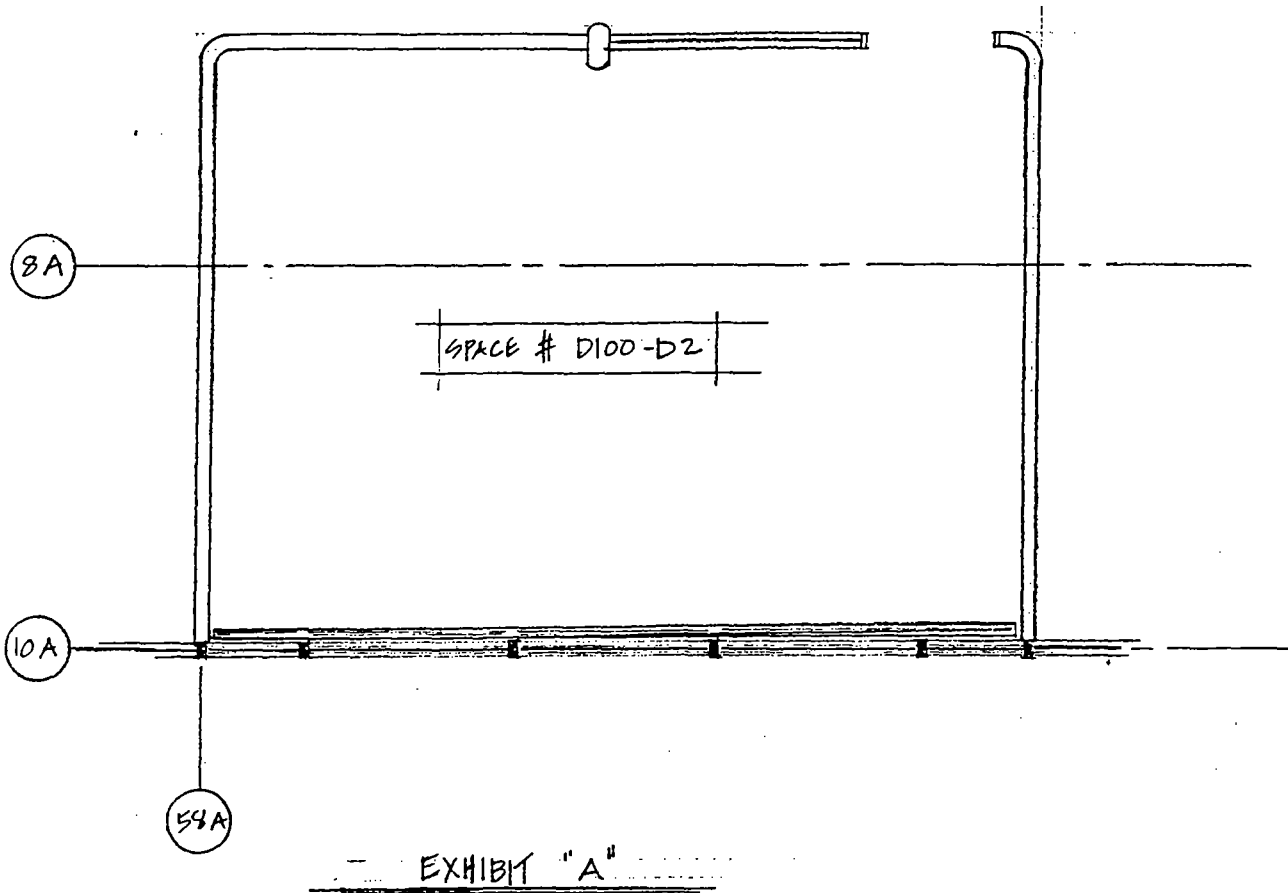
Type or Print Name _____

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

Notary Public

Exhibit "A".

(To Concession License Agreement Beginning
On Page 3745 Of This Journal)



MIDWAY TERMINAL. CONCOURSE AREA KEYPLAN

Exhibit "B".

(To Concession License Agreement Beginning
On Page 3745 Of This Journal)

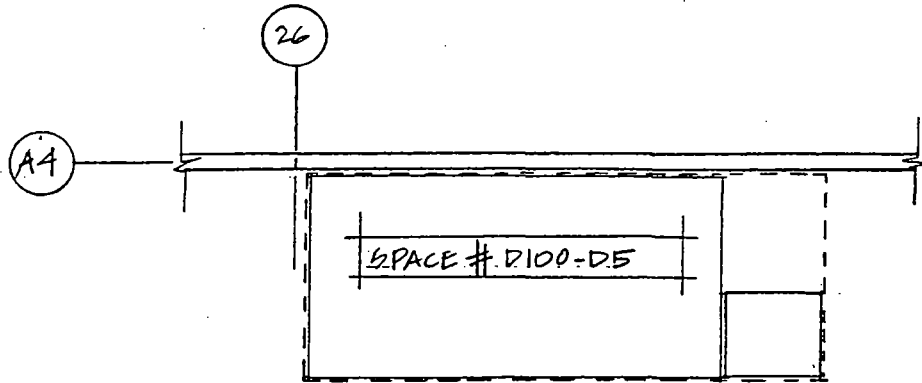
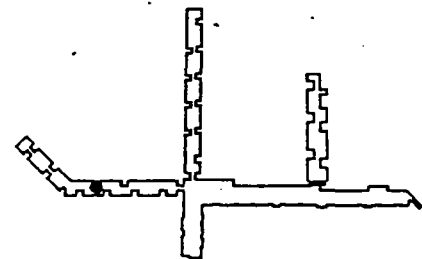
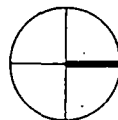


EXHIBIT "B"



MIDWAY TERMINAL, CONCOURSE AREA KEYPLAN

Exhibit "C".

(To Concession License Agreement Beginning
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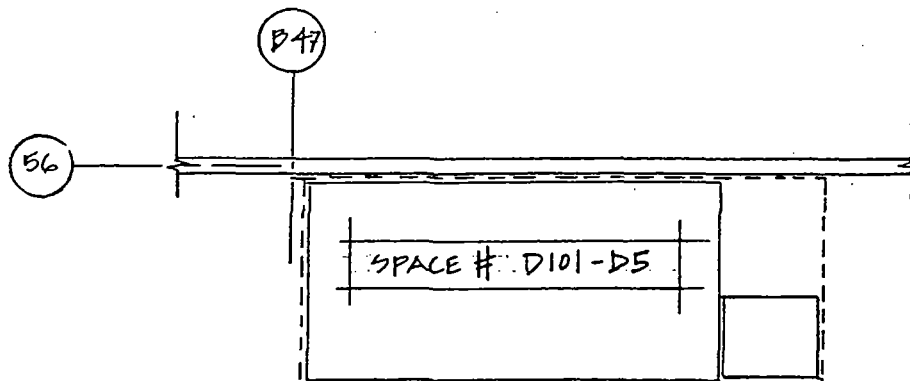
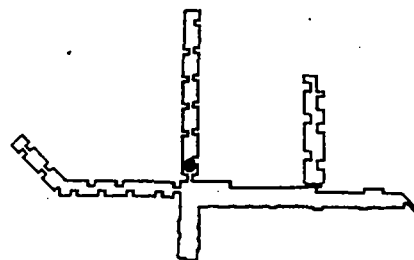
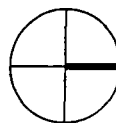


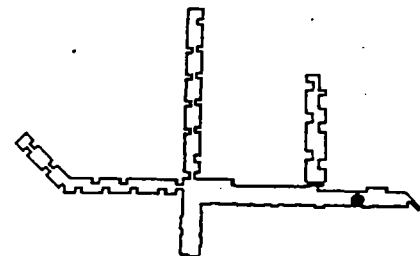
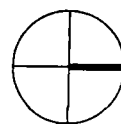
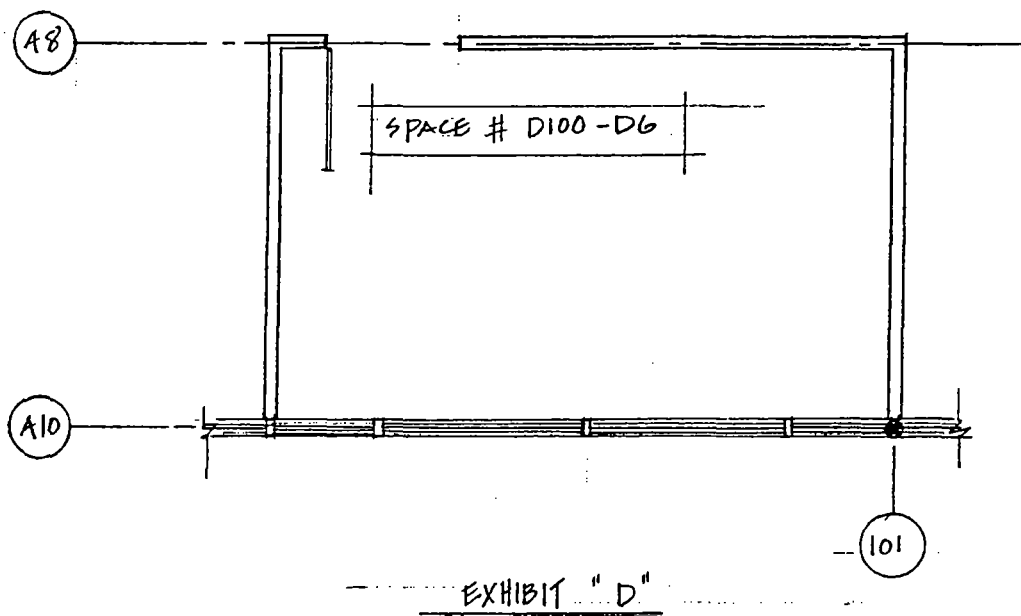
EXHIBIT "C"



MIDWAY TERMINAL. CONCOURSE AREA KEYPLAN

Exhibit "D".

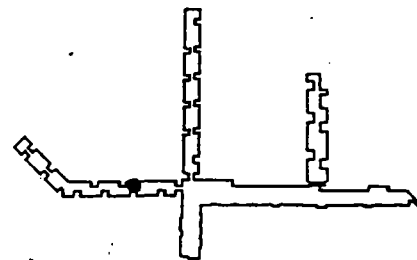
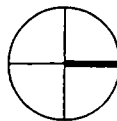
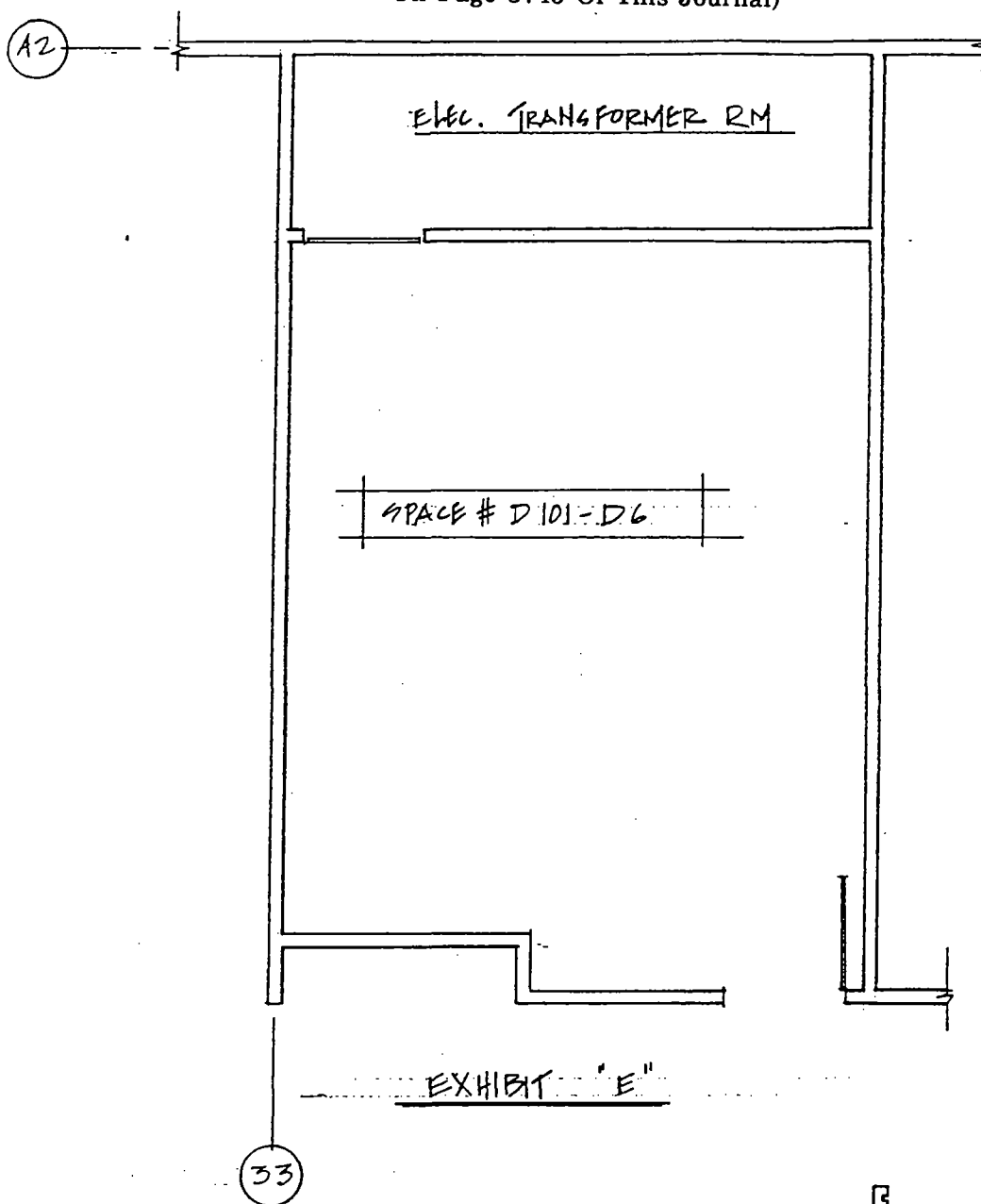
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MIDWAY TERMINAL, CONCOURSE AREA KEYPLAN

Exhibit "E".

(To Concession License Agreement Beginning
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MIDWAY TERMINAL. CONCOURSE AREA KEYPLAN

COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.

APPOINTMENT OF MR. PAUL DYKSTRA AS MEMBER
OF BOARD OF TRUSTEES OF CHICAGO
PUBLIC LIBRARY.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Paul Dykstra as a member of the Board of Trustees of the Chicago Public Library for a term ending June 30, 1993, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment.

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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Paul Dykstra as a member of the Board of Trustees of the Chicago Public Library was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

APPOINTMENT OF MS. KAREN DANCZAK-LYONS AS
BUDGET DIRECTOR OF CITY OF CHICAGO.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Karen Danczak-Lyons as Budget Director of the City of Chicago, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment.

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 committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Karen Danczak-Lyons

as Budget Director of the City of Chicago was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of Ms. Karen Dunczak-Lyons who was seated in the Commissions galley. Ms. Dunczak-Lyons then rose and was greeted with applause by the City Council and its assembled guests.

AMENDMENT OF TITLE 2, CHAPTER 16 OF MUNICIPAL
CODE OF CHICAGO BY RENAMING DEPARTMENT
OF AGING AND DISABILITIES AS CHICAGO
DEPARTMENT ON AGING.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance amending Chapter 2-16 of the Municipal Code of Chicago and having been presented with a proposed substitute ordinance by Alderman Stone, renaming the Department of Aging and Disabilities the Chicago Department on Aging, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. Chapter 2-16 of the Municipal Code of Chicago is hereby renamed "Chicago Department on Aging" and is amended by deleting the language bracketed and inserting the language in italics, as follows:

2-16-010. Establishment -- Composition.

There is hereby created and established an executive department of the municipal government of the City of Chicago which shall be known as the Chicago department on *aging*. [aging and disability.] Said department shall embrace a commissioner [of] *on aging* [and disability,] and such deputies, assistants and employees as the city council may provide by the annual appropriation ordinance.

2-16-020. Commissioner -- Office Established -- Authority.

There is hereby created and established the office of commissioner on [aging and disability.] *aging*. The commissioner shall serve as head of the department on aging [and disability,] and shall supervise activities of the department. The commissioner shall be appointed by the mayor, by and with the consent of the city council.

2-16-030. Compensation For Commissioner And Employees.

The commissioner on aging [and disability] and employees of the department shall receive such compensation as may be fixed by the city council.

2-16-040. Commissioner -- Powers And Duties.

The duties and powers of the commissioner shall be as follows:

(a) To cooperate with the mayor, the city council, city departments, agencies and officials in formulating and executing comprehensive programs (1) that enhance the opportunities for older persons [and disabled persons of all ages] to live independently in their own homes and communities, and to live with dignity when residing in institutions, and (2) that serve the pre-retirement population and cross the generations;

(b) To recommend such legislative action as he or she may deem appropriate to implement the policy of the department;

(c) To enlist and encourage the cooperation of all public and voluntary agencies, racial, religious and ethnic groups, community organizations, fraternal and benevolent societies, veterans organizations, professional and technical organizations, *the business community* and other groups in the City of Chicago, working to implement the policy of the department;

(d) To cooperate with state and federal agencies whenever he or she deems such action to be appropriate in implementing the policy of the department;

(e) To conduct public hearings, carry on research or otherwise obtain factual data, issue publications and make recommendations that implement the policy of the department;

(f) To render an annual report to the mayor and city council.

2-16-050. Acceptance Of Gifts And Grants.

The department may accept offers of gifts or grants from the United States, the State of Illinois, their agencies or officers, or from any person, firm or corporation of services, equipment, supplies, materials or funds, and may expend such receipts on projects that implement the policy of the department.

2-16-060. Advisory Councils On Aging And Disability.

The mayor shall appoint [(1)] an advisory council on aging, [(2) an advisory council on disability,] and is authorized to create such additional advisory bodies as may be appropriate *to the function of the department*.

(a) In making appointments to the advisory councils, the mayor shall consider older persons, [disabled persons,] their representatives, older persons [and disabled persons] with the greatest economic or social need, representatives or organizations that provide services or advocacy to older [and disabled] persons, and the general public.

(b) The advisory councils shall advise the department on aging [and disability] on matters concerning programs and services to older persons [and to disabled persons] in the City of Chicago, including but not limited to utilization of resources and the development of policy.

(c) No member of the advisory councils may receive compensation, but each member may be reimbursed for expenses reasonably incurred in the performance of his or her duties.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR REPAIRS TO PAVEMENT
IN IMPROVED STREETS, COUNTY AND STATE
HIGHWAYS DURING 1991.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 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 an amendment to an ordinance passed February 6, 1991 (Council Journal of Proceedings, pages 30244 -- 30245) increasing the allocation of Motor Fuel Tax funds necessary for repairs to pavement in improved streets, county and state highways during 1991, from \$5,625,000 to \$11,250,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 ordinance passed by the City Council on February 6, 1991, and appearing on pages 30244 and 30245 of the Council Journal, providing for repairs to pavements in improved streets, county highways or state highways for the period beginning January 1, 1991, and ending December 31, 1991, is hereby amended to increase the allocation of Motor Fuel Tax funds from \$5,625,000 to \$11,250,000.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR REPAIRS TO CURBS
AND GUTTERS IN IMPROVED STREETS, COUNTY
AND STATE HIGHWAYS DURING 1991.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 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 an amendment to an ordinance passed February 6, 1991 (Council Journal of Proceedings, pages 30246 -- 30247) increasing the allocation of Motor Fuel Tax funds necessary for repairs to curbs and gutters in improved streets, county and state highways during 1991, from \$3,600,000 to \$7,200,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 ordinance passed by the City Council on February 6, 1991, and appearing on pages 30246 and 30247 of the Council Journal, providing for reconstructing curbs and combined curbs and gutters in various improved streets, county highways or state highways for the period beginning January 1, 1991 and ending December 31, 1991 is hereby amended to increase the allocation of Motor Fuel Tax funds from \$3,600,000 to \$7,200,000.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR STREETLIGHT ENERGY
COSTS ON IMPROVED STREETS, COUNTY AND
STATE HIGHWAYS DURING 1991.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 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 an amendment to an ordinance passed February 6, 1991 (Council Journal of Proceedings, pages 30248 -- 30249) increasing the allocation of Motor Fuel Tax funds necessary for streetlight energy costs in improved streets, county and state highways during 1991, from \$4,200,000 to \$8,400,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 ordinance passed by the City Council on February 6, 1991, and appearing on pages 30248 and 30249 of the Council Journal, providing for payment of streetlight energy costs on streets throughout the City for the period beginning January 1, 1991, and ending December 31, 1991, is hereby amended to increase the allocation of Motor Fuel Tax funds from \$4,200,000 to \$8,400,000.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR TRAFFIC SIGNAL
ENERGY COSTS ON IMPROVED STREETS, COUNTY
AND STATE HIGHWAYS DURING 1991.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 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 an amendment to an ordinance passed February 6, 1991 (Council Journal of Proceedings, pages 30250 -- 30251) increasing the allocation of Motor Fuel Tax funds necessary for traffic signal energy costs in improved streets, county and state highways during 1991, from \$1,212,500 to \$2,425,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 ordinance passed by the City Council on February 6, 1991, and appearing on pages 30250 and 30251 of the Council Journal, providing for payment of traffic signal energy costs on streets throughout the City for the period beginning January 1, 1991 and ending December 31, 1991, is hereby amended to increase the allocation of Motor Fuel Tax funds from \$1,212,500 to \$2,425,000.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
ALLOCATION OF MOTOR FUEL TAX FUNDS FOR
STREET CLEANING MAINTENANCE OF
IMPROVED STREETS, COUNTY AND
STATE HIGHWAYS DURING 1991.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 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 an amendment to an ordinance passed February 6, 1991 (Council Journal of Proceedings, page 30247) increasing the allocation of Motor Fuel Tax funds necessary for street cleaning maintenance in improved streets, county and state highways during 1991, from \$4,400,000 to \$8,800,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 ordinance passed by the City Council on February 6, 1991, and appearing on page 30247 of the Council Journal, providing for street cleaning maintenance of improved streets, county highways and state highways for the period beginning January 1, 1991 and ending December 31, 1991, is hereby amended to increase the allocation of Motor Fuel Tax funds from \$4,400,000 to \$8,800,000.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR SNOW AND ICE CONTROL
MAINTENANCE ON IMPROVED STREETS, COUNTY
AND STATE HIGHWAYS DURING 1991.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 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 an amendment to an ordinance passed February 6, 1991 (Council Journal of Proceedings, page 30248) increasing the allocation of Motor Fuel Tax funds necessary for snow and ice control maintenance in improved streets, county and state highways during 1991, from \$5,500,000 to \$11,000,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 ordinance passed by the City Council on February 6, 1991, and appearing on page 30248 of the Council Journal, providing for snow and ice control maintenance of improved streets, county highways and state highways for the period beginning January 1, 1991, and ending December 31, 1991, is hereby amended to increase the allocation of Motor Fuel Tax funds from \$5,500,000 to \$11,000,000.

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

AUTHORIZATION FOR ACCEPTANCE OF GRANT FUNDS FROM
ILLINOIS DEPARTMENT OF CONSERVATION FOR
IMPLEMENTATION OF INDUSTRIAL AND
COMMERCIAL AREA TREE
PLANTING PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing the acceptance of grant funds from the Illinois Department of Conservation necessary for implementation of an industrial and commercial area tree planting program, in the amount of \$99,900.00, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Illinois Department of Conservation, through its Small Business Administration/Natural Resources Development Program (the "Program"), has made grant funds (the "Grant Funds") available to municipalities to manage urban and community forests; and

WHEREAS, The City of Chicago (the "City"), has applied for Grant Funds in the amount of \$99,900 for the purpose of implementing an industrial and commercial area tree planting project (the "Project"); and

WHEREAS, The City will provide an in-kind match in the amount of \$130,821; now, therefore,

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

SECTION 1. The City Council hereby appropriates the amount of \$99,900 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 and publication as provided by law.

AMENDMENT OF 1991 ANNUAL APPROPRIATION ORDINANCE,
AS AMENDED, IN EMERGENCY COMMUNICATION FUND,
TO ESTABLISH ACCOUNT AND TRANSFER FUNDS
FOR PROJECT DEVELOPMENT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing an amendment to the 1991 Annual Appropriation Ordinance, as amended, in the Emergency

Communication Fund, to establish an account and transfer funds necessary for project development, in the amount of \$900,000, 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 is a home rule unit of government as defined in Article VII, Section (6)(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the year 1991, as heretofore amended, is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

SECTION 2. This ordinance shall be in full force and effect ten days after its passage and publication.

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

Exhibit "A".

AMENDMENTS OF THE 1991 ANNUAL
APPROPRIATION ORDINANCE.

Code	Department And Item	Strike No. Amount	Insert No. Amount
353	Emergency Communication Fund		
.0941	For redemption of bonds	\$20,217,000	\$19,317,000
*2005.0941	For specific purposes -- financial	\$20,217,000	\$19,317,000
.9049	For expenses related to project development		\$900,000
*2005.9000	For specific purposes -- general		\$900,000

INSTALLATION OF WATER MAINS
AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration three (3) 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of South Ewing Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Ewing Avenue, from East 95th Street to East 93rd Court: 1,300 feet of 12-inch ductile iron water main, at the total estimated cost of \$250,185.00, chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01170.

Portion Of North Sawyer Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install a water main in North Sawyer Avenue, from West Armitage Avenue to West Palmer Street: 1,385 feet of 8-inch ductile iron water main, at the total estimated cost of \$220,826.38, chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01165.

Portion Of East 118th Street.

Ordered, That the Commissioner of Water is hereby authorized to install a water main in East 118th Street, from South Ewing Avenue to South Avenue J: 310 feet of 12-inch ductile iron water main, at the total estimated cost of \$25,188.94, chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01169.

Action Deferred -- AUTHORIZATION FOR SUPPLEMENTAL
APPROPRIATION AND AMENDMENT TO 1991
ANNUAL APPROPRIATION ORDINANCE, AS
AMENDED, TO REFLECT CHANGES IN
GRANT FUND AMOUNTS RECEIVED
FROM FEDERAL AGENCIES.

The Committee on the Budget and Government Operations submitted the following report which was, on motion of Alderman Streeter and Alderman Shiller, *Deferred* and ordered published:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing a supplemental appropriation and an amendment to the 1991 Annual Appropriation Ordinance, as amended, necessary to reflect changes in the amount of grant funds received from federal agencies, in the amount of \$11,476,000.00, 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.

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The Annual Appropriation Ordinance for the Year 1991 contains estimates of revenues receivable as grants from agencies of the state and federal governments; and

WHEREAS, In accordance with Section 8 of the Annual Appropriation Ordinance the heads of various departments and agencies of the City government have applied to agencies of the state and federal governments for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by federal agencies for specific grant programs has exceeded the amount of revenue estimated from those sources; and

WHEREAS, It is beneficial to the City of Chicago to appropriate such additional revenues; now, therefore,

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

SECTION 1. The sum of \$11,476,000 not previously appropriated, representing awards from agencies of the federal government, has become available for appropriation.

SECTION 2. The sum of \$11,476,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the Year 1991, and the Annual Appropriation Ordinance for the Year 1991, as amended, is hereby further amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit A.

SECTION 3. This ordinance shall be in full force and effect ten days after its passage and publication.

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

Exhibit "A".

AMENDMENTS TO THE 1991 APPROPRIATION ORDINANCE.

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
Estimate Of Grant Revenue For 1991			
	Awards from Agencies of the Federal Government	\$455,014,738	\$466,490,738
925 -- Grant Funds			
21	Department Of Housing:		
	Weatherization -- D.O.E.	4,000,000	4,022,000
41	Department Of Health:		

Code	Department And Item	Strike Amount	Add Amount
	Services for Legalized Aliens -- State Legalization Impact Assistance	\$1,015,000	\$1,128,000
47	Department On Aging:		
	Older Americans Act -- Title V	721,000	736,000
	Older Americans Act -- Title III D	99,000	116,000
53	Department On Human Services:		
	Community Services Block Grant	6,987,000	8,030,000
	Emergency Shelter (C.S.B.G.)	704,000	977,000
	Head Start	35,216,000	45,209,000

Action Deferred -- AUTHORIZATION FOR TRANSFER OF FUNDS
FOR YEAR 1991 WITHIN DEPARTMENT OF
CONSUMER SERVICES.

The Committee on the Budget and Government Operations submitted the following report which was, on motion of Alderman Bloom and Alderman Moore, *Deferred* and ordered published:

CHICAGO, July 24, 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 a transfer of funds for the year 1991 within the Department of Consumer Services, having had the same

under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with Alderman Lawrence Bloom to be recorded as voting nay.

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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 Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1991. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1991 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
Salaries and Wages -- on Payroll	100	71-2005	0005	\$20,000

TO:

Purpose	Fund	Code Department	Account	Amount
Professional and Technical Services	100	71-2005	0140	\$20,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations within the Department of Consumer Services during the year 1991.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON ECONOMIC AND CAPITAL
DEVELOPMENT.

APPROVAL OF PROPERTY AT 3259 EAST 100TH
STREET AS CLASS 6(b) AND ELIGIBLE
FOR COOK COUNTY TAX
INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 24, 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 John Buchanan (10th Ward) authorizing Class 6(b) tax incentives for the property located at 3259 East 100th Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* the said proposed 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 certain real estate tax incentives to property owners who build on and occupy property which is located within Cook County and is used for manufacturing and 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, Koch Minerals Company is the owner of the property commonly known as 3259 East 100th Street, Chicago, Illinois (hereinafter

referred to as the "subject property"), and the subject property will be occupied by Koch Minerals Company which intends to build a manufacturing facility on the currently vacant subject property in the expectation that said facility will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance, as amended; and

WHEREAS, The permanent index number for the subject property is 26-07-400-008; and

WHEREAS, Substantial construction work is planned and this new construction and utilization thereof will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, this new construction and its use will generate significant new revenues to the City in the form of real estate and tax revenues; and

WHEREAS, The subject property is located in Chicago Enterprise Zone III; now, therefore,

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

SECTION 1. Class 6(b) tax incentives benefits pursuant to the Cook County Real Property Classification Ordinance, as amended, are both appropriate and necessary for the development of the subject property; and

SECTION 2. The City of Chicago hereby supports and consents to the classification of the subject property as Class 6(b) and the Class 6(b) tax incentives shall apply to this property identified as Permanent Real Estate Tax Number 26-07-400-008; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall provide a certified copy of this resolution for transmittal 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 and approval or as otherwise provided by law.

BOARD OF COOK COUNTY COMMISSIONERS REQUESTED
TO ENTER NON-CASH BIDS ON BEHALF OF CITY
FOR ACQUISITION OF CERTAIN DELINQUENT
PROPERTIES UNDER CHICAGO TAX
REACTIVATION PROGRAM.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed substitute ordinance transmitted with a communication signed by, Commissioner of Economic Development Joseph James, authorizing the City to request that the County of Cook enter non-cash bids on the following properties at the tax scavenger sale pursuant to the tax-reactivation program:

1. 732 South Cicero Avenue and 4352 West Flourney Street (for Presstec Industries, Inc.);
2. 4551 South Racine Avenue (for the Back of the Yards Neighborhood Council);
3. 6431 -- 6437 and 6445 South Harper Avenue, and 1554 -- 1556 East 65th Street (for the Society of Mount Carmel);
4. 2301, 1701 and 1705 East 71st Street (for the Neighborhood Institute);
5. 6315 South Western Avenue (for the Greater Southwest Development Corporation/Boulevard Arts Center); and
6. 4609, 4615, 4619, 4623, 4627, 4629, 4631, 4635 and 4637 West Arthington Street (for the Richlind Corporation),

begs leave to recommend that Your Honorable Body *Pass* the said proposed substitute ordinance 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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There exists within the City of Chicago blighted, vacant, dilapidated and tax delinquent properties which contribute to the decline of commercial areas within the City's neighborhoods; and

WHEREAS, These tax delinquent properties and the resultant blight contribute to the decline of neighborhoods and are harmful to the health, prosperity, economic stability and general welfare of the citizens of Chicago; and

WHEREAS, The Illinois Revenue Act provides that the County may enter non-cash bids on tax delinquent properties on behalf of municipalities; and

WHEREAS, The City has created the Chicago Tax Reactivation Program to aid the private sector in acquiring tax delinquent properties for the purpose of, among other things, creating new industry and jobs for its residents; and

WHEREAS, The Department of Economic Development has found those developers identified on Exhibit A attached hereto to be qualified to participate in the program; and

WHEREAS, The City is interested in acquiring those parcels of property identified on Exhibit A for conveyance to the qualified developers in furtherance of the program; now, therefore,

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

SECTION 1. The Board of Commissioners of Cook County is hereby requested to enter non-cash bids on those parcels identified on Exhibit A and to assign its interest in those parcels to the City of Chicago.

SECTION 2. The Commissioner of the Department of Economic Development is authorized to provide the Board with all necessary and required information to assure the entering of the non-cash bids and the assignment of the County's interest in the parcels to the City. The Commissioner may delete from Exhibit A those parcels which, in the discretion of the Commissioner, are no longer appropriate or advantageous for acquisition by the City.

SECTION 3. The Commissioner is further authorized to negotiate and execute redevelopment agreements and all other documents which may be required or necessary to implement the intent and objectives of the program with those developers listed on Exhibit A, subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying the properties to the approved developers, subject to the approval of the Corporation Counsel.

SECTION 5. 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".

Developer	Permanent Index Number	Address
Presstec Industries, Inc.	16-16-407-111	732 South Cicero Avenue

Developer	Permanent Index Number	Address
	16-15-400-018	4352 West Flournoy Street
The Neighborhood Institute	20-25-204-001	2301 East 71st Street
	20-25-102-001	1701 East 71st Street
	20-25-102-002	1705 East 71st Street
Back of the Yards Neighborhood Council	20-05-400-007	4551 South Racine Avenue
The Society of Mount Carmel	20-23-217-004	6437 South Harper Avenue
	20-23-217-005	6431 -- 6435 South Harper Avenue
	20-23-217-006	6445 South Harper Avenue
	20-23-217-015	1554 -- 1556 East 65th Street
Greater Southwest Development Corp./ Boulevard Arts Center, an Illinois partnership to be formed	20-19-100-009	6315 South Western Avenue
Richlind Corporation	16-15-313-009	4637 West Arthington Street
	16-15-313-010	4635 West Arthington Street
	16-15-313-011	4631 West Arthington Street

Developer	Permanent Index Number	Address
	16-15-313-012	4629 West Arthington Street
	16-15-313-013	4627 West Arthington Street
	16-15-313-015	4623 West Arthington Street
	16-15-313-016	4619 West Arthington Street
	16-15-313-017	4615 West Arthington Street
	16-15-313-039	4609 West Arthington Street

**COMMITTEE ON HISTORICAL LANDMARK
PRESERVATION.**

**DESIGNATION OF CORTLAND STREET DRAWBRIDGE
AS CHICAGO LANDMARK.**

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by William McLenahan, Director of the Commission on Chicago Landmarks (referred to your committee on January 8, 1991) to designate the Cortland Street Drawbridge as a Chicago

landmark, recommends that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the committee's recommendation was *Concurred In* and the said 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-72 of the Municipal Code of Chicago, the City of Chicago through its Commission on Chicago Landmarks has determined that the Cortland Street Drawbridge, located at 1440 West Cortland Street, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission on Chicago Landmarks has found that the Cortland Street Drawbridge meets certain criteria for landmark designation as set forth in Sections 21-66 (1), (3) and (4) of the Municipal Code of Chicago; and

WHEREAS, The Cortland Street Drawbridge, completed in 1902, was the first trunnion bascule bridge constructed and opened to traffic in the United States and became the model for this type of urban transportation across the country and indeed around the world and further established Chicago as the summit for this form of civil engineering technology and, further, in

recognition of this, the American Society of Civil Engineers in 1982 designated the Cortland Street Drawbridge a National Historic Civil Engineering Landmark; and

WHEREAS, The Cortland Street Drawbridge may be said to be identified collectively with many generations of dedicated civil engineers who originated, executed and continually improved the design and construction of the trunnion bascule bridge and hence contributed significantly to the economic, historic, social and scientific development of the City of Chicago; and

WHEREAS, The Cortland Street Drawbridge exemplifies an architectural type distinguished by innovation as the successful adaptation of a trunnion bascule bridge design to American practice and, more especially, Chicago conditions and so significant was this development in the history of civil engineering that the Cortland Street Drawbridge became the prototype for all subsequent movable bridges built across the navigable portions of the Chicago River and, further, so successful was Chicago's origination, exploitation and advancement of the trunnion bascule bridge that it has become internationally identified as the "Chicago style" bridge; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Cortland Street Drawbridge is truly important to Chicago and deserves to be preserved, protected, enhanced, rehabilitated and perpetuated, and the Commissioner of Planning of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Cortland Street Drawbridge be designated as a Chicago landmark; now, therefore,

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

SECTION 1. The Cortland Street Drawbridge, the 60-foot wide structure extending 113 feet in length on either side of the bridge center line and spanning the Chicago River at Cortland Street (1900 North) between Southport Avenue (1400 West) and Mendell Avenue (1500 West), Chicago, Illinois, and specifically described as:

That part of the North Branch of the Chicago River and that part of West Cortland Street (formerly Clybourn Place) lying northerly of Lot 5 in Block 8 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, lying southerly of Lot 5 in Block 14 in said Sheffield's Addition, lying southerly of Lot 9 in Block 8 in Quentin's Subdivision of Block 22 and Lots 1 and 2 in Block 16 in said Sheffield's Addition and lying northerly of Lot 1 in subdivision of Lot 1 in Block 17 in said Sheffield's Addition bounded and described as follows:

beginning at a point 30.0 feet southeasterly of the center line of West Cortland Street, 113.0 feet southwesterly of the center line of the Cortland Street Bridge, as now built; thence northeasterly along a line parallel with the center line of West Cortland Street and said line extended northeasterly, a distance of 226.0 feet; thence northwesterly along a straight line drawn perpendicular to said parallel line, a distance of 60.0 feet; thence southwesterly along a line parallel with the center line of West Cortland Street extended northeasterly from the westerly side of aforesaid River, a distance of 226.0 feet; thence southeasterly along a straight line drawn perpendicular to said parallel line, a distance of 60.0 feet to the point of beginning, in Cook County, Illinois,

is hereby designated in its entirety, along with the land on which it stands, as a Chicago landmark. The critical features identified for preservation are all structural and mechanical components of the bridge, including the bridge house. The approaches to the bridge are not included in this designation.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Chapter 21, Section 21-73 of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Chapter 21, Section 21-75 of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

Action Deferred -- DESIGNATION OF MICHIGAN AVENUE
BRIDGE AND WACKER DRIVE ESPLANADE AS
CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report which was, on motion of Alderman Shaw and Alderman Stone, *Deferred* and ordered published:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by William McLenahan, Director of the Commission on Chicago Landmarks (referred to your committee on September 14, 1988) to designate the Michigan Avenue Bridge and Wacker Drive Esplanade as a Chicago landmark recommend that Your Honorable Body pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with one dissenting vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, Pursuant to Chapter 21, Section 21-72 of the Municipal Code of Chicago, the Commission on Chicago Landmarks has determined that the Michigan Avenue Bridge and Wacker Drive Esplanade, located at Michigan Avenue and the Chicago River, in Chicago, Illinois, are worthy of designation together as a Chicago landmark; and

WHEREAS, The Commission has found that the Michigan Avenue Bridge and Wacker Drive Esplanade together meet certain criteria for landmark designation as set forth in Sections 21-66 (1), (3), (4), (5) and (7) of the Municipal Code of Chicago; and

WHEREAS, The construction of the Michigan Avenue Bridge and Wacker Drive Esplanade were public undertakings that had a significant impact on the development of the central business district by its replacement of the South Water Street Market and its concomitant congestion, and by providing a major link between the north and south sides of the city; and

WHEREAS, The monumental Beaux-Arts styling of the Michigan Avenue Bridge and Wacker Drive Esplanade have enhanced the scenic qualities of the riverfront and have inspired the construction of similarly artistic improvements along the Chicago River; and

WHEREAS, The Michigan Avenue Bridge and Wacker Drive Esplanade were important elements identified by Daniel Burnham and Edward Bennett in their authoritative urban planning document, the Plan of Chicago; and

WHEREAS, The Michigan Avenue Bridge and Wacker Drive Esplanade are projects associated with Charles Wacker, who as chairman of the Chicago Plan Commission planned and supervised many of the civic improvements that have been appreciated by city residents and visitors to Chicago for more than sixty years; and

WHEREAS, Edward H. Bennett, who designed both the Michigan Avenue Bridge and the Wacker Drive Esplanade, and who over a twenty-year period as consulting architect to the Chicago Plan Commission planned and supervised the construction of many of the city's most notable civic improvements, was an important architect whose efforts had a significant impact on the development of Chicago; and

WHEREAS, The Michigan Avenue Bridge is an innovative example of trunnion bascule bridge technology as developed by the Bridge Design Section, Bureau of Engineering of the City's Department of Public Works; and

WHEREAS, The ensemble of the Michigan Avenue Bridge and Wacker Drive Esplanade, along with the Water Tower to the north, is a distinctive visual terminus to the Michigan Avenue retail district; and

WHEREAS, Its monumental, classical Beaux-Arts design reinforces the historic prominence of the adjacent sites of Fort Dearborn and the homesteads of Jean Baptiste du Sable and John Kinzie; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Michigan Avenue Bridge and Wacker Drive Esplanade are truly important to Chicago, and deserve to be preserved, protected, enhanced, rehabilitated and perpetuated, and the Commissioner of Planning of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Michigan Avenue Bridge and Wacker Drive Esplanade be designated together as a Chicago landmark; now, therefore,

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

SECTION 1. The Michigan Avenue Bridge and Wacker Drive Esplanade, located at Michigan Avenue and the Chicago River, Chicago, and specifically described as:

That part of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian described as follows:

from a point of beginning at the intersection of the east line of North Michigan Avenue and the south line of East Wacker Drive, as widened;

east on this south line of East Wacker Drive, as widened, a distance of 150 feet;

north at a right angle to this south line of East Wacker Drive, as widened, to the south dock line of the Chicago River;

west along this south dock line of the Chicago River to the easterly line of the Michigan Avenue Bridge;

northerly along this easterly line of the Michigan Avenue Bridge to the north dock line of the Chicago River;

easterly along this north dock line of the Chicago River to the easterly line of North Michigan Avenue;

northerly along this easterly line of North Michigan Avenue to the eastwardly extension of the south line of East Hubbard Street;

west on this eastwardly extension of the south line of East Hubbard Street to the westerly line of North Michigan Avenue;

southerly on this westerly line of North Michigan Avenue to the north dock line of the Chicago River;

easterly on this north dock line of the Chicago River to the westerly line of the Michigan Avenue Bridge;

southerly on this westerly line of the Michigan Avenue Bridge to the south dock line of the Chicago River;

westerly on the south dock line of the Chicago River to the easterly line of the Wabash Avenue Bridge;

southerly on the southwardly extension of the easterly line of the Wabash Avenue Bridge to the northeasterly curb line of East Wacker Drive;

northeasterly on the northeasterly curb line of East Wacker Drive to its intersection with a line drawn parallel to the west line of North Michigan Avenue and passing through the point of intersection of the south and southeasterly lines of East Wacker Drive, as widened;

south on said last described parallel line to the south line of East Wacker Drive, as widened;

east on the south line of East Wacker Drive, as widened, to the point of beginning,

is hereby designated, in its entirety, along with the property on which it stands, as a Chicago landmark. In general, the critical features identified for preservation are as follows:

the Michigan Avenue Bridge, together with its abutments and the four adjacent bridge houses;

the original stairs and the balustrades at the northwest and southwest corners of the bridge;

the section of Wacker Drive, including the esplanade and viaduct wall and upper-level balustrade, adjacent to the southwest corner of the bridge and extending west to Wabash Avenue;

the esplanade and viaduct wall at the northwest corner of the bridge, situated between the bridge and the Wrigley Building;

the location of the original staircases (now demolished) on the southeast and northeast corners of the bridge, together with the immediately adjacent portions of the viaduct walls and esplanades.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Section 21-65(3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 21-75 of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

COMMITTEE ON HOUSING AND REAL ESTATE.

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, July 18, 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:

6400 -- 6402 South Ashland Avenue/1605 -- 1609 West 64th Street

10602 South Church Street

1325 West Huron Street

3501 South Marshfield Avenue

1701 North Troy Street

4809 South Union Avenue

522 -- 524 East 42nd Street

602 West 46th Place

715 -- 725 East 48th Street

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers 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):

6400 -- 6402 South Ashland Avenue/1605 -- 1609 West 64th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Andrew Much, 320 West Illinois Street, Suite 1715, Chicago, Illinois 60610, to purchase for the sum of \$20,000.00, the city-owned vacant property, as advertised, described as follows:

Lots 1 and 2 in Block 32 in Drexel Park being a subdivision of Blocks 1 to 4, inclusive, 29 to 36, inclusive, and 61 to 64, inclusive, in South Lynne, a subdivision of the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6400 -- 6402 South Ashland Avenue/1605 -- 1609 West 64th Street, Permanent Tax No. 20-19-215-023)

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 \$2,000.00 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.

10602 South Church Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Michael Clarke and Patricia Clarke, as joint tenants, not as tenants in common, 6115 South Kilpatrick Avenue, Chicago, Illinois 60629, to purchase for the sum of \$13,780.20, the city-owned vacant property, as advertised, described as follows:

Lot 2 in James H. Dunbar's Resubdivision of Lots 7 to 10 in the subdivision of Lots 37 to 46, inclusive, and 51 to 60, inclusive, in the subdivision of (except Lot 4) all of Block 11 of Washington Heights in northwest quarter of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 10602 South Church Street, Permanent Tax No. 26-17-111-042)

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 \$1,378.20 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.

1325 West Huron Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Kalman Goldberg, 7634 East Prairie, Skokie, Illinois 60076, to purchase for the sum of \$14,200.00, the city-owned vacant property, as advertised, described as follows:

Lot 19 in Snell and Taylor's Subdivision of the west 1,051 feet of Block 6 in Taylor's Subdivision of Block 1 of Assessor's Division of the east half of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1325 West Huron Street, Permanent Tax No. 17-08-114-019)

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 \$1,470.00 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.

3501 South Marshfield Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Philip T. Zagorski and Mark Sipich, not as joint tenants, but as tenants in common, 3229 South Carpenter Street, Chicago, Illinois 60608, to purchase for the sum of \$30,100.00, the city-owned vacant property, as advertised, described as follows:

the west 15 feet of Lot 45 and all of Lots 46 and 47 in Sub-Block 1 of T. M. Jordan's Subdivision of Block 21 in Canal Trustee's Subdivision of the east half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3501 South Marshfield Avenue, Permanent Tax No. 17-31-407-001)

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 \$3,010.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1701 North Troy Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jim Kruger and Constantine Kanavos, not as joint tenants, but as tenants in common, 6252 North Lincoln Avenue, Chicago, Illinois 60659, to purchase for the sum of \$13,600.00, the city-owned vacant property, as advertised, described as follows:

Lot 24 in Block 3 in subdivision of Blocks 1, 2, 3 and 4 in Johnston and Cox's Subdivision of the southwest quarter of the southwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1701 North Troy Street, Permanent Tax No. 13-36-317-021)

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 \$1,360.00 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.

4809 South Union Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Adam Campbell, 4816 South Union Avenue, Chicago, Illinois 60609, to purchase for the sum of \$8,000.00, the city-owned vacant property, as advertised, described as follows:

Lot 270 in Fowler's Resubdivision of part of the South Side Homestead Association Addition being a subdivision of the north half of the northwest quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4809 South Union Avenue, Permanent Tax No. 20-09-106-004)

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 \$800.00 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.

522 -- 524 East 42nd Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Kenwood Congregation of Jehovah's Witnesses, Inc., 35 East Wacker Drive, Suite 2150, Chicago, Illinois 60601, to purchase for the sum of \$7,750.00, the city-owned vacant property, as advertised, described as follows:

Lots 20 and 21 in the resubdivision of Block 1 in Jennings Subdivision of the south half of the north half of the southwest quarter of the northeast quarter of Section 3, Township 28 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 522 -- 524 East 42nd Street, Permanent Tax No. 20-03-210-021)

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 \$775.00 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.

602 West 46th Place.

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

SECTION 1. The City of Chicago hereby accepts the bid of Conrad J. Ney, 514 West 46th Street, Chicago, Illinois, to purchase for the sum of \$6,100.00, the city-owned vacant property, as advertised, described as follows:

Lot 55 in Fish and Young's Subdivision of that part of Lot lying west of Wallace Street in Assessor's Division of the south half of the south 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 602 West 46th Place, Permanent Tax No. 20-04-328-050)

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 \$610.00 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.

715 -- 725 East 48th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Lynwood Crudup, 4806 South Evans Avenue, Chicago, Illinois 60615, to purchase for the sum of \$7,077.00, the city-owned vacant property, as advertised, described as follows:

Lots 1, 2 and 3 in Helen S. Brown's Subdivision of Lots 1 and 2 in A. G. Spaulding's Subdivision of the west half of the southeast quarter of the northeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 715 -- 725 East 48th Street, Permanent Tax Nos. 20-10-213-021/022 and 023)

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 \$707.70 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.

REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES AND GRANT OF
AUTHORITY TO RE-ADVERTISE
SAID PROPERTIES
FOR SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 to reject bids at the following locations:

417 -- 421 North Central Park Avenue

1546 South Christiana Avenue

8815 South Emerald Avenue

3841 South Giles Avenue

733 -- 745 South Karlov Avenue

1533 West 69th Street/6900 South Justine Street

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers 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):

417 -- 421 North Central Park Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Cynthia Greenwood, 5416 Bohlander Avenue, Berkeley, Illinois 60163, to purchase for the sum of \$8,000.00, the city-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

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:

the north 16 feet of Lot 32 and all of Lots 33 to 34 in subdivision of Block 13 in Harding's Subdivision of the west half of the northeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 417 -- 421 North Central Park Avenue, Permanent Tax No. 16-11-224-031)

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.

1546 South Christiana Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Darryl E. Reed, 1517 South Spaulding Avenue, Chicago, Illinois 60623, to purchase for the sum of \$1,550.00, the city-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 19 in subdivision of Block 3 of Block 5 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 1546 South Christiana Avenue, Permanent Tax No. 16-23-226-039)

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.

8815 South Emerald Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Ruthie Wallace, 8821 South Emerald Avenue, Chicago, Illinois 60620, to purchase for the sum of \$300.00, the city-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

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:

the south 37 and 1/2 feet of the north 75 feet of Lot 9 in Block 10 in South Englewood east of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8815 South Emerald Avenue, Permanent Tax No. 25-04-109-0050)

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.

3841 South Giles Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Michael Massey, 1258 North Monitor Avenue, Chicago, Illinois 60651, to purchase for the sum of \$750.00, the city-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 48 in Lancaster Estate Subdivision of Block 1 (except that part of the north 298.3 feet lying east of the east line of Calumet Avenue) in Springer & Lancater's Subdivision of the east three-quarters of the south half of the southeast quarter of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3841 South Giles Avenue, Permanent Tax No. 17-34-326-019)

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.

733 -- 745 South Karlov Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Debra Lane, 730 South Karlov Avenue, Chicago, Illinois 60624, to purchase for the sum of \$1,000.00, the city-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

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 6 to 9 in Block 2 in Butler, Cummings & Scully's Subdivision of part of Minson's Addition to Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 733 -- 745 South Karlov Avenue, Permanent Tax No. 16-15-413-006)

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.

1533 West 69th Street/6900 South Justine Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Mrs. Rosie Lee Walker, 6914 South Justine Street, Chicago, Illinois 60636, to purchase for the sum of \$1,000.00, the city-owned vacant property.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Block 4 in Marston and Augut's Subdivision of the southwest quarter 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 1533 West 69th Street/6900 South Justine Street, Permanent Tax No. 20-20-316-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

SALE OF CITY-OWNED VACANT PROPERTY AT 6259
SOUTH ADA STREET TO NEW MOUNT ZIONER
MISSIONARY BAPTIST CHURCH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 to accept a bid for the conveyance of city-owned property to Mount Zioner M.B. Church, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, New Mount Zioner Missionary Baptist Church, an Illinois not-for-profit corporation, 1316 -- 1318 West 63rd Street, Chicago, Illinois has offered to purchase the Property from the City of Chicago for use as a playground/recreational area; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to New Mount Zioner Missionary Baptist Church, 1316 -- 1318 West 63rd Street, Chicago, Illinois in the amount of \$1.00.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to New Mount Zioner Missionary Baptist Church, an Illinois not-for-profit corporation, 1316 -- 1318 West 63rd Street, Chicago, Illinois.

SECTION 3. The quitclaim deed conveying the Property to the purchaser shall contain language substantially in the following form:

This conveyance is subject to the express condition that:

(1) The property is improved as a playground/recreational area within twelve (12) months from date of this deed; and

(2) The property is used for playground/recreational purposes for a period of not less than seven (7) years from the date of this deed.

In the event that these conditions are not met, the City of Chicago may re-enter the property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate seven (7) years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and special assessments.

SECTION 4. This ordinance shall take effect upon its passage.

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

Exhibit "A".

Legal Description

Lots 26 and 27 in Joseph W. Hough's Subdivision of Lots 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Block 1 in Tear's Subdivision of the west $9\frac{1}{2}$ acres of the south 19 acres 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 6259 South Ada Street, Chicago, Illinois).

SALE OF CITY-OWNED VACANT PROPERTIES TO NEW
GREATER LOVE PENTECOSTAL CHURCH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 to accept a bid for the conveyance of city-owned property to New Greater Love Pentecostal Church, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, New Greater Love Pentecostal Church, 1057 West 59th Street, Chicago, Illinois has offered to purchase the Property from the City of Chicago for use as a playground/recreational area; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to New Greater Love Pentecostal Church in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest, a quitclaim deed conveying title to New Greater Love Pentecostal Church, an Illinois not-for-profit corporation, 1057 West 59th Street, Chicago, Illinois.

SECTION 3. The quitclaim deed conveying the Property to the purchaser shall contain language substantially in the following form:

This conveyance is subject to the express condition that:

(1) The Property is improved as a playground/recreational area within twelve (12) months from the date of this deed; and

(2) The Property is used for playground/recreational area purposes for a period of not less than seven (7) years from the date of this deed.

In the event that the conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate seven (7) years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and special assessments.

SECTION 4. This ordinance shall take effect upon its passage.

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

Exhibit "A".

Legal Description

Lot 26 in Block 3 in James U. Borden's Subdivision of the east half of the southwest quarter of the northeast quarter of Section 17, Township 38

North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1058 West 59th Street/5945 South Aberdeen Street, Chicago, Illinois).

Legal Description

Lot 7 in subdivision of Block 1 in Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres 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 1051 West 59th Street, Chicago, Illinois).

Legal Description

Lot 6 in Borden's Subdivision of Block 1 in Thompson and Holmes Subdivision of the east 45 acres of the north 60 acres 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 1049 West 59th Street, Chicago, Illinois).

REVISED SALE OF LAND IN 63RD-KEDZIE COMMERCIAL
DISTRICT PROJECT TO NEIGHBORHOOD
DEVELOPMENT PARTNERS, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 modifying a previously adopted authorization for the sale of land in the 63rd-Kedzie Commercial District, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Redevelopment Plan for the 63rd-Kedzie Commercial District Project heretofore has been approved by the Commercial District Development Commission (the "Commission") and by the City Council of the City of Chicago; and

WHEREAS, Proposals were originally sought for the redevelopment of three vacant commercial sites within the 63rd-Kedzie Commercial District. The first site, Parcel 1-5, consists of 15,625 square feet and is located at 6301 -- 6311 South Kedzie Avenue/3149 -- 3159 West 63rd Street. This site was purchased by the City in September, 1989. The City was in the process of acquiring Parcels 1-8 and 1-9, located at 6333 -- 6335 South Kedzie Avenue and 6339 -- 6341 South Kedzie Avenue respectively; and

WHEREAS, The Commission accepted an offer made by Neighborhood Development Partners, Inc. to purchase the three sites located in the 63rd-Kedzie Commercial District and identified on the Acquisition Parcel Map which is available for inspection at the Department of Economic Development; and

WHEREAS, The Purchaser has proposed to develop a 9,775 square foot retail shopping center on Parcel 1-5 only; and

WHEREAS, Because there is no need for the City to convey Parcels 1-8 and 1-9, the original sales price should be reduced to reflect the sale of Parcel 1-5; and

WHEREAS, The Commission adopted Resolution No. 90-CDDC-35 on November 20, 1990, whereby it recommended to the City Council that it approve the sale of Parcels 1-5, 1-8, and 1-9 in the 63rd-Kedzie Commercial District Project to Neighborhood Development Partners, Inc. The City Council approved this sale on March 15, 1991; and

WHEREAS, The Commission adopted Resolution No. 91-CDDC-14 on May 21, 1991 which amended Resolution No. 90-CDDC-35 in order to reflect the sale of Parcel 1-5; and

WHEREAS, Certified copies of said resolutions have been transmitted to this body; and

WHEREAS, The City Council has considered said resolutions and the indicated sale of said parcel of land as provided therein, and the City Council believes 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. That the sale proposed by the Commercial District Development Commission of Parcel 1-5 is hereby approved as follows:

Purchaser	Parcel	Total Square Feet	Total Price
Neighborhood Development Partners, Inc.	1-5	15,625	\$100,000

Provided said figures may be subject to adjustments based upon the actual survey and determination of the square footage of said parcel.

Parcel 1-5 is legally described as follows:

Lots 6, 7, 8, 9 and 10 in Block 4 in Campbell's East Chicago Lawn Subdivision of the north half of the northwest quarter of the northwest quarter of Section 24, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The Mayor or his proxy, on behalf of the City of Chicago, is authorized to execute, and the City Clerk to attest, a Redevelopment Agreement and the quitclaim deed by which the City of Chicago shall convey Parcel 1-5 to Neighborhood Development Partners, Inc.

SECTION 3. The Corporation Counsel and the Commissioner of the Department of Economic Development are authorized to execute all documents that are reasonably necessary to effectuate said sale.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval.

SALE OF CITY-OWNED VACANT PROPERTY AT
4629 WEST ARTHINGTON STREET TO
RICHLIND CORPORATION UNDER
SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 to accept the conveyance of city-owned property to the Richlind Corporation under the Special Sales 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Richlind Corporation has offered to purchase the property from the City of Chicago for the purpose of expansion of existing facilities; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the property to the Richlind Corporation, an Illinois corporation, 4655 -- 4659 West Arthington Street, Chicago, Illinois in the amount of \$1.00.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to

Richlind Corporation, an Illinois corporation, 4655 -- 4659 West Arthington Street, Chicago, Illinois.

SECTION 3. The quitclaim deed conveying the Property to the purchaser shall contain language substantially in the following form:

This conveyance is subject to the express condition that the Property is used for the expansion of the grantee's existing facilities.

Said development is to commence no later than one (1) year from the date of this quitclaim deed, and must be completed within three (3) years from the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon the issuance of a certificate of occupancy issued by the Department of Zoning.

This conveyance is also subject to covenants, conditions, restrictions and assessments of record, and all general real estate taxes.

SECTION 4. This ordinance shall take effect upon its passage.

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

Exhibit "A".

Legal Description

Lot 82 in Butler Lowry's West 48th Street Addition being a subdivision of parts of Blocks 9 to 10 in Purington & Scanton's Subdivision of the west half of the southwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4629 West Arthington Street, Chicago, Illinois).

SALE OF CITY-OWNED VACANT PROPERTIES TO
CORPORATE/COMMUNITY SCHOOLS OF
AMERICA, INC. UNDER SPECIAL
SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 to accept a bid for the conveyance of city-owned property to Corporate/Community Schools of America, Inc., under the Special Sales 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Corporate/Community Schools of America, Inc., an Illinois not-for-profit corporation, has offered to purchase the Property from the City of Chicago for the purpose of providing a playground/recreational area; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to Corporate/Community Schools of America, Inc. in the amount of \$1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to Corporate/Community Schools of America, Inc., an Illinois not-for-profit corporation, 407 South Dearborn Street, Suite 1725, Chicago, Illinois 60605.

SECTION 3. The quitclaim deed conveying the Property to the purchaser shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

(1) The property is improved as a recreational/playground area within twelve (12) months from date of this deed; and

(2) The property is used for recreational/playground area purposes for a period of not less than seven (7) years from the date of this deed.

In the event that the conditions are not met, the City of Chicago may re-enter the property and re-vest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate seven (7) years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and special assessments.

SECTION 4. This ordinance shall take effect upon its passage.

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

Exhibit "A".

Legal Description

Lot 6 (except the south 6 inches thereof) in the subdivision of Lots 1, 4 and 5 in Block 5 in G. W. 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 711 South Sacramento Avenue, Chicago, Illinois).

Legal Description

Lot 1 in J. T. Bunting's Subdivision of Lots 2 and 3 in Block 5 and the south 6 inches in subdivision of Lots 1, 4 and 5 in G. W. 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 713 South Sacramento Avenue, Chicago, Illinois).

Legal Description

Lot 2 in J. T. Bunting's Subdivision of Lots 2 and 3 in Block 5 with the south 6 inches of Lot 6 in the subdivision of Lots 1, 4 and 5 in Block 5 in G. W. 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 715 South Sacramento Avenue, Chicago, Illinois).

Legal Description

Lot 4 in J. T. Bunting's Subdivision of Lots 2 and 3 of Block 5 and the south 6 inches of Lot 6 in subdivision of Lots 1, 4 and 5 of Block 5 all in G. W. 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 719 South Sacramento Avenue, Chicago, Illinois).

Legal Description

Lot 5 in J. T. Bunting's Subdivision of Lots 2 and 3 in Block 5 and the south 6 inches of Lot 6 in the subdivision of Lots 1, 4 and 5 in Block 5 in G. W. 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 721 South Sacramento Avenue, Chicago, Illinois).

Legal Description

Lot 7 in J. T. Bunting's Subdivision of Lots 2 and 3 in Block 5 and the south 6 inches of Lot 6 in subdivision of Lots 1, 4 and 5, in Block 5 all in G. W. 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 725 South Sacramento Avenue, Chicago, Illinois).

SALE OF CITY-OWNED PROPERTIES TO METRO-CHICAGO SPORTS
STADIUM JOINT VENTURE FOR CONSTRUCTION OF
REPLACEMENT HOUSING ASSOCIATED WITH
NEW INDOOR SPORTS STADIUM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 to approve the sale of city-owned property to the Metro Chicago Sports Stadium Joint Venture, an Illinois general partnership, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The City and the Metro-Chicago Sports Stadium Joint Venture, an Illinois general partnership ("Venture") have entered into a Redevelopment Agreement to facilitate the construction of a new indoor sports stadium on the near west side of the City; and

WHEREAS, The Redevelopment Agreement provides that the City shall make vacant lots in the area available to the Venture for a nominal consideration for purposes of constructing replacement housing for persons who may be displaced by construction of the new stadium; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Property to the Venture in the amount of One Dollar (\$1.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to the Venture.

SECTION 3. The quitclaim deed conveying the Property to the purchaser shall contain language substantially in the following form:

This conveyance is subject to the express condition that the subject property be redeveloped with housing to be resold to persons displaced due to the construction of a stadium by the Venture.

In the event that the condition is not met within one year from the date of conveyance, the City of Chicago may re-enter the property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon issuance by the City of a certificate of occupancy for the residences constructed thereon.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description

Lot 6 and that part of Lot 5 described as follows: commencing on the south line of Lot 5 at the point 17 feet $7\frac{1}{4}$ inches more or less west of the east line of said Lot 5, running thence north to the center of party wall 2 feet more or

less; thence west to west end of the building on said Lot 6, 56 feet $1\frac{1}{4}$ inches more or less; thence south 2 feet more or less, and thence east along the south line of said Lot 5 to the place of beginning, all in Block 4 in the subdivision of the east 501.12 feet of the north 1,622 feet of the west half of the northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 212 South Hoyne Avenue, Chicago, Illinois).

Legal Description

Lot 13 and the north 3 feet of Lot 14 in Block 4 in subdivision of the east 501.62 feet of the north 1,622 feet of the west half of the east half of the northwest quarter Adminstratix R.J. Hamilton of the east half of the northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 230 South Hoyne Avenue, Chicago, Illinois).

Legal Description

J.I. McCauley's Subdivision of Lot A of the resubdivision of Lots 19 to 22 inclusive in A. Taylor's Subdivision of the north part of west 165 feet east half of northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded October 24, 1894, as Doc. No. 2123033, in Book 63 of Plats, page 38, in Cook County, Illinois (commonly known as 225 South Leavitt Street/2148 -- 2152 West Jackson Boulevard, Chicago, Illinois).

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 1623 -- 1625 NORTH DAMEN AVENUE TO LATINO CHICAGO THEATER COMPANY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 to accept the home rule sale of city-owned property to the Latino Chicago Theater Company, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 municipality pursuant to Article VII of the Constitution of the State of Illinois and possesses the power and authority to purchase, lease and sell real property; and

WHEREAS, The City, as lessor, and the Latino Chicago Theater Company, as lessee, have entered into that certain lease dated July 26, 1988 concerning that property commonly referred to as 1623 -- 1625 North Damen Avenue and legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Property is presently improved with a building previously utilized by the Chicago Fire Department as a fire station ("Fire Station"); and

WHEREAS, The Fire Station was constructed in 1894 and is located within the boundaries of the Wicker Park Historic District as recognized on the National Register of Historic Places; and

WHEREAS, The Chicago Plan Commission, by resolution No. 86-002-02 dated January 9, 1986, urged that the historic preservation of the Fire Station be made a requirement of any prospective purchaser; and

WHEREAS, Pursuant to the terms of the lease, Latino Chicago Theater Company possesses an option to purchase the Property from the City for the purchase price of Thirty-five Thousand Dollars (\$35,000); and

WHEREAS, The Latino Chicago Theater Company has indicated to the City its intention to exercise the option; and

WHEREAS, The City agrees to sell the Fire Station and the Property to the Latino Chicago Theater Company for the purchase price of \$35,000, provided that the City and the Latino Chicago Theater Company execute a redevelopment agreement that would provide for the historic rehabilitation and preservation of the Fire Station; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning or his designee shall enter into a redevelopment agreement on behalf of the City of Chicago with the Latino Chicago Theater Company, providing in part for the historic rehabilitation and preservation of the Fire Station.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, the quitclaim deed from the City of Chicago to the Latino Chicago Theater Company conveying the Property legally described on 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".

Lots 31 and 32 in Block 36 of E. R. Smiths' Subdivision in Sheffield's Addition being the west half of the south half of the southeast quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1623 -- 1625 North Damen Avenue, Chicago, Illinois. P.I.N.: 14-31-424-013).

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

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 Board of Education authorizing the sale of Board of Education property located in the vicinity of West 63rd Street and South Claremont Avenue (formerly St. Rita School) to the Public Building Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 Board of Education of the City of Chicago ("Board") acquired real property located in the vicinity of West 63rd Street and South Claremont Avenue from St. Rita High School ("Property") for a purchase price of \$1,815,000.00; and

WHEREAS, The Board desires to convey the property to the Public Building Commission ("P.B.C.") for the purpose of obtaining reimbursement of the above purchase price and providing for the renovation of the Property by the P.B.C. with funds generated by the 1990 P.B.C. Bond Issuance; and

WHEREAS, The P.B.C. passed a resolution on April 8, 1991 approving the purchase of the Property from the Board for \$1,815,000; and

WHEREAS, On May 22, 1991, the Board approved the sale of the Property to the P.B.C. for the above price since said price was within the range of the appraisals of the Property; and

WHEREAS, Pursuant to state statute, title to the Property is held in the name of the City of Chicago In Trust For The Use of Schools; 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 City Clerk is authorized to attest a quitclaim deed from the City of Chicago In Trust For The Use Of Schools to the Public Building Commission for the real property legally described on Exhibit A which is attached hereto and incorporated herein by this reference.

SECTION 2. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description

Lots 1 to and including Lot 45, in Block 15 of South Lynne being Vall's Subdivision of the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 8, 9, 10 and 11 in Block 14 of South Lynne being Vall's Subdivision in the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 37 through 44 in Block 16 of South Lynne being Vall's Subdivision in the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 47 and 48 in Block 18 of South Lynne being Vall's Subdivision of the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Real Estate Index Nos.: 20-19-101-001

20-19-102-042

20-19-100-026

20-19-100-025

20-19-100-024

Permanent Real Estate Index Nos.: 20-19-100-023

20-19-100-022

20-19-109-046

Address of Real Estate:

6401 -- 6403 South Claremont
Avenue
Chicago, Illinois 60605

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

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 exchange of city-owned property between the City of Chicago and the Habitat Company, and the conveyance of property to the Chicago Park District for the expansion of a Park District playlot, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 government and affairs; and

WHEREAS, The City owns the vacant property legally described on Exhibit A attached hereto and commonly referred to as 4454 -- 4458 North Magnolia Avenue ("City Property") which consists of 8,640 square feet and which is zoned R4, a zoning appropriate for residential development; and

WHEREAS, The Habitat Company ("Habitat") is a court appointed receiver for the Chicago Housing Authority's Scattered-Site Housing Program; and

WHEREAS, Habitat owns the vacant property legally described on Exhibit B attached hereto and commonly referred to as 4435 North Magnolia Avenue ("Habitat Property") which consists of 8,655 square feet and which is zoned R4, a zoning appropriate for residential development; and

WHEREAS, The Habitat Property is located between a Chicago Park District ("Park District") playlot and the Stockton Child-Parent Center, a public elementary school building; and

WHEREAS, The Park District has expressed a desire to expand the playlot adjacent to the Habitat Property; and

WHEREAS, The City and Habitat desire to exchange their respective properties so that Habitat may construct low-income housing at 4454 -- 4458 North Magnolia Avenue and so that the City may transfer title to 4435 North Magnolia Avenue to the Park District; and

WHEREAS, Appraisals have been obtained which indicate that the City Property and the Habitat Property are of approximately equal value; now, therefore,

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

SECTION 1. The recitals set forth above are incorporated herein by this reference as the findings of the City Council.

SECTION 2. The City is authorized to accept a deed from Habitat for the property commonly referred to as 4435 North Magnolia Avenue subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk to attest on behalf of the City of Chicago a quitclaim deed conveying the property commonly referred to as 4454 -- 4458 North Magnolia Avenue to the Habitat Company.

SECTION 4. After the City acquires title to the Habitat Property, the Commissioner of the Department of Planning is authorized to enter into an agreement with the Park District for the conveyance of the property at 4435 North Magnolia Avenue whereby the Park District commits to use said Property to expand its adjacent playlot, subject to approval by the Corporation Counsel.

SECTION 5. Once the agreement between the City and the Park District has been executed, the Mayor or his proxy is authorized to execute and the City Clerk to attest on behalf of the City of Chicago the agreement and a quitclaim deed conveying the property commonly known as 4435 North Magnolia Avenue to the Park District.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Lot 25 and the north 10 feet of Lot 26 in the subdivision of the west 370.25 feet of the east 569.25 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 4454 -- 4458 North Magnolia Avenue, P.I.N.: 14-17-124-010).

Exhibit "B".

Lot 19 and the south half of Lot 20 in the subdivision of the west 370.25 feet of the east 569.25 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 4435 North Magnolia Avenue, P.I.N.: 14-17-125-004).

AUTHORIZATION FOR CONVEYANCE OF PROPERTY AT
6137 -- 6141 SOUTH KENWOOD AVENUE TO KENWOOD
HEALTH CARE CENTER, INC. IN EXCHANGE
FOR PAYMENT OF COSTS ASSOCIATED
WITH DEMOLITION OF STRUCTURE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 Buildings authorizing the City of Chicago to execute a demolition of a building and convey said property to the Kenwood Health Care Center, 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 Gutierrez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, By virtue of the Constitution of the State of Illinois, Article VII, Section 6(a), the City of Chicago is a home rule unit with the power to legislate for the protection of the public health, safety and welfare; and

WHEREAS, There is presently a building situated in the City of Chicago located at 6137 -- 6141 South Kenwood Avenue (the "Property") that is vacant, open and partially collapsed which poses an imminent danger to the public health, safety and welfare; and

WHEREAS, The Property is currently the subject of a court case entitled *City of Chicago v. Exchange National Bank, Tr. No. 25602, et al.*, Case No. 83M1404766 in which the court has made a finding that the Property is dangerous, hazardous, unsafe and economically not feasible to repair and has entered an order authorizing the City of Chicago to demolish the building located at the Property; and

WHEREAS, The lowest demolition bid places the cost of demolition of the Property at \$80,784, which if paid out of the City's demolition fund would impose an undue financial strain on that fund; and

WHEREAS, Sections 11-31-1 (a) and (b) of the Illinois Municipal Code (Ill. Rev. Stat., Ch. 24, §11-31-1 (a) and (b)) permit owners and tenants of property within 1,200 feet of an open and abandoned building to independently sue for the demolition of that building and to intervene in an action for demolition initiated by a municipality; and

WHEREAS, Kenwood Health Care Center, Inc. is the owner of a leasehold interest in the property located at 6125 South Kenwood Avenue, Chicago, Illinois which property is adjacent to the Property; and

WHEREAS, On July 1, 1991 Kenwood Health Care Center, Inc. intervened in the City's demolition case; and

WHEREAS, Section 11-31-1 (b) of the Illinois Municipal Code permits an intervenor-owner/tenant to request the court to order the municipality to wreck an adjacent dangerous structure; and

WHEREAS, Kenwood Health Care Center, Inc. has offered to pay for most of the cost of demolition in exchange for the City's agreement to foreclose its demolition lien and to quitclaim the Property to it should the City come into title as a result of its foreclosure; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City of Chicago.

SECTION 2. The Corporation Counsel is authorized to enter into and execute a stipulation in *City of Chicago v. Exchange National Bank, Tr. No. 25602, et al.*, Case No. 83M1404766; such stipulation is attached hereto as Exhibit A and is incorporated herein by this reference.

SECTION 3. That the Building Commissioner, the Purchasing Agent and the Comptroller of the City of Chicago are hereby authorized to enter into a standard demolition contract with DMD Services, the lowest bidder for a total cost not to exceed \$80,784.00.

SECTION 4. The conveyance of the property commonly known as 6137 -- 6141 South Kenwood Avenue, Chicago, Illinois and legally described in the attached stipulation, Exhibit A, to Kenwood Health Care Center, Inc. is hereby approved. The Mayor or his proxy is authorized to execute and the City Clerk to attest to a quitclaim deed for such property subject to the approval of the Corporation Counsel.

SECTION 5. The Corporation Counsel is authorized and directed to file a petition for waiver of outstanding real estate taxes against the property commonly known as 6137 -- 6141 South Kenwood Avenue, pursuant to Section 216(e) of the Illinois Revenue Act.

SECTION 6. This ordinance shall be effective upon its passage.

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

Exhibit "A".

In The Circuit Court Of Cook County, Illinois
Municipal Department -- First District.

City of Chicago, a municipal corporation,	)	
	)	
Plaintiff,	)	No. 83M1404766
	)	
v.	)	Re: 6137 -- 6141 South
	)	Kenwood Avenue
	)	
Exchange National Bank,	)	
Trust No. 25602, et al.,	)	
	)	
	)	
Defendants.	)	

Stipulation.

This stipulation is made by and between the parties City of Chicago, plaintiff (hereinafter "City") and Kenwood Health Care Center, Inc., plaintiff intervenor (hereinafter "Intervenor"), regarding the property located at 6137 -- 6141 South Kenwood Avenue, Chicago, Illinois.

Recitals:

1. The City of Chicago has obtained an order of demolition dated November 26, 1990, authorizing it to demolish the premises commonly known as 6137 -- 6141 South Kenwood Avenue, Chicago, Illinois and legally described as follows (hereinafter "Property"):

Parcel 1:

Lot 17 and the south 2 feet of Lot 18, in Block 1, in O. R. Keith's Subdivision of the southwest quarter of the southeast quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

The north half of Lot 16 in Block 1 in Keith's Subdivision of Blocks 1 and 2 in O. R. Keith's Subdivision of the southwest quarter of the southeast quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Sublot 1 in Linden and Curran's Subdivision of Lots 13, 14, 15 and the south half of Lot 16, in Block 1 of O. R. Keith's Subdivision of the southwest quarter of the southeast quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

2. Intervenor was permitted to intervene in this action by the court on July 1, 1991, pursuant to the provisions of Sections 11-31-1 (a) and (b) of the Cities and Villages Act (Ill. Rev. Stat., Ch. 24, Sections 11-31-1 (a) and (b)) which allow owners or tenants within 1,200 feet of a vacant and open

structure to intervene in a demolition code violation case initiated by a municipality.

3. Intervenor is the owner of a leasehold interest in the property commonly known as 6125 South Kenwood Avenue, Chicago, Illinois, which property is adjacent to the Property. Said real estate is improved with a 318 bed nursing home facility.

4. The City has been unable to execute on its order of demolition against the Property because the lowest bid of costs of demolition from DMD Services is for the amount of \$80,784.00 which is exceedingly high in view of the shortage of demolition funds.

5. Intervenor as adjacent tenant is desirous that the building at the Property be wrecked expeditiously because its condition endangers the integrity of the building located at 6125 South Kenwood Avenue, Chicago, Illinois and the life of the occupants therein.

6. Intervenor is willing to pay in large part for the costs of wrecking the Property and to obtain a lien for its out-of-pocket demolition costs as permitted by Section 11-31-1 (b) of the Cities and Villages Act.

7. The City is able to pay for part of the costs of demolition in an amount not to exceed \$10,000.

Wherefore, it is agreed by the parties as follows:

1. The City shall enter into a wrecking contract with DMD Services, the lowest bidder, for a total amount not to exceed \$80,784.00, to demolish the structure at the premises as soon as Intervenor complies with the terms of paragraph 2 of this stipulation.

2. Intervenor shall deposit with the City of Chicago a certified or registered check or money order payable to DMD Services in the amount of \$70,784, or the difference between the contract amount and the \$10,000 paid by the City, upon execution of this stipulation, to be disbursed to DMD Services after the building at the Property is wrecked and leveled.

3. Promptly upon completion of the wreck, the City and Intervenor shall file affidavits of costs, including attorneys fees, and petition the court to authorize two demolition liens for their respective costs. Each party is responsible for recording the liens authorized to them by order of court.

4. The City shall file a foreclosure action after 30 days have passed from the entry of the order referenced in paragraph 3 and shall diligently pursue this foreclosure in court.

5. Intervenor shall answer the City's foreclosure action to preserve its lienhold interest and the City shall request the court to include Intervenor's demolition lien as part of its foreclosure decree.

6. If the City comes into title of the Property by its foreclosure action or by accepting a deed in lieu of foreclosure for demolition costs, the City shall grant, and Intervenor shall accept subject to the provisions of paragraph 10, a quitclaim deed for the Property issued in the name of Kenwood Health Care Center, Inc. upon Intervenor tendering to the City of Chicago a certified or registered check or money order payable to the City of Chicago for its demolition costs in the amount of \$10,000 plus its out-of-pocket costs in the foreclosure action, not including attorney's fees.

7. The provisions of paragraph 6 are expressly contingent upon the City either being the successful bidder at the sheriff's foreclosure sale and the court's approval of said sale or obtaining title to the Property by accepting a deed in lieu of foreclosure. Should the City of Chicago be outbid at the sheriff's sale, the City shall request that the sheriff disburse to the City and Intervenor from the proceeds of the sale, the sum shown in the foreclosure decree as the City's and Intervenor's demolition costs, plus other costs of the demolition and foreclosure actions including statutory interest.

8. If the City is the successful bidder at the sheriff's sale, Intervenor shall, at all times on and after the date the sheriff's sale is confirmed by order of court, maintain the Property free from junk and debris and secure it against unauthorized entry. From the date of the order confirming the sale until such time as title vests with Intervenor, Intervenor shall hold the City harmless from any and all damage and liability claims connected with the Property. The Intervenor shall indemnify and hold harmless the City of Chicago from and against any losses, costs, damages and expenses arising out of and in connection with any accident causing injury to any person or property and shall provide the City with a certificate of insurance naming the City as additionally insured, insuring the City against all claims and demands arising out of or in connection with the Property from the date of the order confirming the sale to the City until the quitclaim deed to Intervenor is delivered by City and recorded by Intervenor.

9. Intervenor shall not sell, convey or assign its interest under this stipulation, under its demolition lien or in the foreclosure, without the prior written approval of the City. Intervenor will be able to freely transfer its interest in the Property upon obtaining a quitclaim deed from the City.

10. The City agrees, if it comes into title as provided in paragraph 6 of this stipulation, to undertake all necessary actions to obtain a waiver of any outstanding delinquent property taxes against the Property prior to its conveyance by quitclaim deed to Intervenor and to release any and all City liens on the Property, including but not limited to water liens. Intervenor agrees that the City is not responsible for obtaining title insurance or for clearing any title objections other than the above mentioned property taxes and other liens against the property in which the City is the lien holder of record.

11. The Plaintiff and Intervenor agree that time is of the essence in this agreement and that all actions to be taken by either or both parties must be taken promptly and pursued diligently.

Kenwood Health Care Center,
Intervenor

City of Chicago, a municipal
corporation
Kelly R. Welsh, Corporation Counsel
Atty. No. 90909

By: _____
President

By: _____
Nilda M. Soler
Chief Assistant Corporation
Counsel
Building and Housing Division
180 North LaSalle Street,
Room 3100
Chicago, Illinois 60601
(312) 744-9684

Attested by its Secretary

Albert Milstein

Laurie H. Suttenger
Attorneys for Intervenor
Winston & Strawn (90875)
35 West Wacker Drive
Chicago, Illinois 60601
(312) 558-5600

COOK COUNTY BOARD OF COMMISSIONERS REQUESTED TO
ENTER NON-CASH BIDS ON BEHALF OF CITY FOR
VARIOUS TAX DELINQUENT MULTI-FAMILY
DWELLINGS FOR PURPOSE OF CONVEYING
SAME TO QUALIFIED DEVELOPERS
UNDER TAX REACTIVATION
PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 22, 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 Housing to direct the County to enter non-cash bids on behalf of the City for parcels that qualified for the Tax Reactivation 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 unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, There exists within the City of Chicago a serious shortage of decent, safe and sanitary housing available to persons of low- and moderate-income; and

WHEREAS, The shortage of housing affordable to persons of low- and moderate-income is harmful to the health, safety and welfare of the citizens of the City; and

WHEREAS, There are many multi-family dwellings in the City of Chicago that are in serious disrepair and tax delinquent; and

WHEREAS, The Illinois Revenue Act provides that the County may enter non-cash bids on tax delinquent properties on behalf of municipalities; and

WHEREAS, The City has created the Chicago Tax Reactivation Program to aid the private sector in acquiring tax delinquent properties for the purpose of, among other things, creating low- and moderate-income housing for its residents; and

WHEREAS, The Department of Housing has found those developers identified on Exhibit A attached hereto to be qualified to participate in the Program; and

WHEREAS, The City is interested in acquiring those parcels of property identified on Exhibit A for conveyance to the qualified developers in furtherance of the Program; now, therefore,

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

SECTION 1. The Board of Commissioners of Cook County is hereby requested to enter non-cash bids over-the-counter on those parcels identified on Exhibit A and to assign its interest in those parcels to the City of Chicago. In the event that the County is unable to enter the non-cash bids prior to the scavenger sale, then the County is requested to enter the bid at the scavenger sale.

SECTION 2. The Commissioner of the Department of Housing is authorized to provide the Board with all necessary and required information to assure the entering of the non-cash bids and the assignment of the County's interest in the parcels to the City. The Commissioner may delete from Exhibit A those parcels which, in the discretion of the Commissioner, are no longer appropriate or advantageous for acquisition by the City.

SECTION 3. The Commissioner is further authorized to negotiate and execute redevelopment agreements and all other documents which may be required or necessary to implement the intent and objectives of the Program with those developers listed on Exhibit A, subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying the parcels to the approved developers, subject to the approval of the Corporation Counsel.

SECTION 5. 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".

City Land Corporation
7134 South Jeffery Boulevard
Chicago, Illinois 60649

Properties Recommended For 1991 Tax Reactivation.

Address	P.I.N.	Volume Number
1454 -- 1456 East 67th Place	20-23-402-015	261
6800 -- 6820 South Dorchester Avenue	20-23-412-001	261
1443 -- 1457 East 68th Street	20-23-407-001	261
1430 -- 1432 East 69th Street	20-23-413-018	261
1472 -- 1474 East 69th Street	20-23-407-030	261
5100 -- 5104 West Madison Street	16-09-425-039	550

Address	P.I.N.	Volume Number
5000 -- 5020 West Madison Street	16-09-426-028	550
4952 -- 4958 West Madison Street	16-09-427-019	550
4949 -- 4959 West Fulton Street	16-09-409-001	550
5315 -- 5325 West Washington Boulevard	16-09-322-001	550
52 -- 62 North Parkside Avenue	16-08-422-004	548
5502 -- 5504 West Congress Parkway	16-16-117-044	564
4814 -- 4820 West Monroe Street	16-16-202-047	565
4815 -- 4827 West Monroe Street	16-16-205-028	565
4800 -- 4812 West Quincy Street	16-16-208-036	565
48 North Lotus Avenue/V.L.	16-09-319-018	550

People's Reinvestment and Development
Effort (P.R.I.D.E.)
342 South Laramie Avenue
Chicago, Illinois 60644

Address	P.I.N.	Volume Number
5645 -- 5647 West Madison Street	16-17-204-008	566
10 -- 14 North Parkside Avenue		
42 -- 52 North Waller Avenue	16-08-421-016	548
5628 -- 5630 West Madison Street	16-08-423-025	548

Address	P.I.N.	Volume Number
1 -- 13 North Parkside Avenue		
5400 West Madison Street	16-09-320-031	550
5148 West Madison Street	16-09-425-024	550
5501 -- 5513 West Jackson Boulevard	16-16-112-015	564
5514 West Jackson Boulevard	16-16-109-034	564
5564 West Monroe Street	16-16-100-022	564
5436 -- 5438 West Harrison Street	16-16-121-033	564
4955 West Washington Boulevard	16-09-427-001	550
153 -- 155 North Lamon Avenue	16-09-418-011/012	550
182 North Lamon Avenue	16-09-417-014	550
5025 -- 5029 West Maypole Avenue	16-09-415-010	550
4857 -- 4859 West End Avenue	16-09-424-001	550
Ahkenaton, LTD. 4150 South Dr. Martin Luther King, Jr. Drive Chicago, Illinois 60653		
Address	P.I.N.	Volume Number
4900 South Forrestville Avenue	20-10-217-025	253
4714 -- 4716 South Cottage Grove Avenue	20-10-206-033	253

Circle Christian Ministries
118 North Central Avenue
Chicago, Illinois 60644

Address	P.I.N.	Volume Number
114 -- 116 North Parkside Avenue	16-08-416-026	548
119 -- 123 North Parkside Avenue	16-08-417-011	548
5836 -- 5846 West Madison Street	16-08-420-023	548
5249 -- 5263 West Lake Street	16-09-305-001	550
5250 -- 5256 West Fulton Street	16-09-305-014	550
301 North Lockwood Avenue		
300 North Latrobe Avenue	16-09-305-024	550
229 -- 231 North Latrobe Avenue	16-09-313-002	550
219 -- 221 North Central Avenue	16-09-308-020	550
130 North Lotus Avenue	16-09-315-026	550
142 -- 146 North Long Avenue	16-09-316-026	550
7 -- 13 North Pine Avenue	16-09-319-031	550
5732 West Washington Boulevard	16-08-415-014	548

Lawndale Christian Development
Corporation
3848 West Ogden Avenue
Chicago, Illinois 60623

Address	P.I.N.	Volume Number
1857 -- 1867 South Pulaski Road	16-23-308-019	570
1814 South Harding Avenue	16-23-308-026	570
1900 -- 1902 South Harding Avenue	16-23-316-013	570
3935 -- 3943 West 19th Street		

Rezmar Corporation
727 North Milwaukee Avenue
Chicago, Illinois 60647

Address	P.I.N.	Volume Number
7719 -- 7725 South Burnham Avenue	21-30-400-007	275
7727 -- 7731 South Burnham Avenue	21-30-400-008	275
6114 -- 6124 South Kimbark Avenue	20-14-407-017	256

Greater Zion M.B. Church
1501 North Fairfield Avenue
Chicago, Illinois 60622

Address	P.I.N.	Volume Number
245 North Mason Avenue	16-08-407-001	548
5300 -- 5312 West Madison Street	16-09-322-028	550
334 -- 348 North Menard Avenue	16-08-402-009	548
1800 South Central Park Avenue	16-23-315-030	570

Woodlawn East Community & Neighbor
(W.E.C.A.N.)
1541 East 65th Street
Chicago, Illinois 60637

Address	P.I.N.	Volume Number
6450 -- 6462 South Stony Island Avenue/1554 -- 1556 East 65th Street	20-23-217-016	260
1526 -- 1550 East 65th Place	20-23-217-015	260
1561 East 65th Street	20-23-221-011	260
6146 South Kenwood Avenue	20-14-408-027	256

Anis N. Elahi/Dennis Eli
3029 East 79th Street
Chicago, Illinois 60649

Address	P.I.N.	Volume Number
5243 -- 5247 South Michigan Avenue	20-10-303-007	253

Jackson-Lexington Association
5443 West Madison Street
Chicago, Illinois 60644

Address	P.I.N.	Volume Number
4352 -- 4358 West Lexington Street	16-15-401-019	563

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 Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 execution of a short-term lease agreement between the City of Chicago and Cook County for the lease of property located at West 31st Street and South California Avenue, for use as a correctional facility, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 owns approximately 11.64 acres of property located at West 31st Street and South California Avenue ("Property"); and

WHEREAS, The County of Cook desires to lease the vacant buildings on the Property for use as a correctional facility; now, therefore,

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

SECTION 1. The Commissioner of the Department of General Services is hereby authorized to execute a lease substantially in the form attached

hereto, subject to approval by the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall be effective immediately upon its passage.

Lease Agreement attached to this ordinance reads as follows:

Lease.

This lease ("Lease") is made this ____ day of _____, 1991, between the City of Chicago, an Illinois municipal corporation ("Lessor") and the County of Cook, a body politic and corporate ("Lessee").

Recitals.

Whereas, Lessor is the fee simple owner of the property located at 31st and California Avenue ("Property") and further described on Exhibit A attached hereto; and

Whereas, Lessee desires to use the Property as a correctional facility;

Now, Therefore, In consideration of the foregoing and of the mutual agreements herein contained, Lessor and Lessee agree as follows:

1. Duration and Payment. Subject to the provisions herein contained, Lessor hereby leases to Lessee the Property, including any and all structures thereon, to be used as a correctional facility for the period commencing _____, 1991 and expiring ninety days from the date of said commencement. Lessee shall pay Lessor the sum of One Dollar (\$1.00) as rental for the use of the Property, said sum to be paid by check made payable to the City of Chicago and forwarded to the Assets Manager of the Department of General Services at 174 West Randolph Street, Chicago, Illinois 60601 on the date first written above. Lessee shall be liable for and shall pay all charges for utility services during the term of this Lease. The parties acknowledge that the subject property is tax-exempt; however, Lessor shall be responsible for any real property taxes charged against the Property.

2. South Lawndale Maternal and Child Health Clinic. Lessee shall have the right to occupy the building on the Property commonly known as the South Lawndale Maternal and Child Health Clinic ("Clinic") upon notice from Lessor that the Clinic has been vacated. Lessor's occupation of

the Clinic shall terminate upon the expiration of the Lease term for the remainder of the Property. All provisions of the Lease excepting the commencement date shall apply to the Clinic.

3. Fixtures. Lessee shall not place or erect in or upon the Property any structures or fixtures whatsoever, except as are necessary to accomplish the purposes for which the Lease is granted and subject to the approval of Lessor. Any such structures or fixtures placed or erected in, or upon, the Property shall be removed by Lessee upon termination of the Lease at Lessee's expense.

4. Regulations. Any structures or fixtures which are approved by Lessor shall conform to State and local regulations respecting construction, installation, protection or use of such structures or fixtures.

5. Damage. No property of Lessor shall be displaced or damaged by the construction, installation, existence, use, maintenance, repair or removal of fixtures installed and/or work performed by Lessee in connection with the Lease unless specific written authority is previously given. If such authority is given, or if damage shall otherwise occur, Lessee shall see that any such property displaced or damaged is promptly and properly repaired and restored to a condition satisfactory to Lessor.

6. Disposal of Materials. Lessee agrees to properly dispose of any materials generated by or utilized during Lessee's occupancy of the Property.

7. Use of the Property. Lessee shall confine its use of the Property strictly to the purpose for which the Lease is granted, as herein stated, and shall so exercise the privilege hereby granted as to avoid marring the appearance of the Property, obstructing access thereto, or jeopardizing the safety of persons or property.

8. Permits. Any act authorized by the Lease, or any act which is incidental to the granting, or the exercise or enjoyment, or the relinquishment of the Lease, shall be without expense to Lessor. Lessee further agrees to obtain any license, permit or bond required by City ordinances which may be necessary to Lessee's occupancy of the Property.

9. Insurance. Lessee states that it is a self-insured governmental body.

10. Assignment of Interest. Lessee shall not sublet the Property in whole or in part, nor assign the Lease without in each case the prior written consent of Lessor.

11. Indemnification. Lessee hereby agrees to indemnify, defend and hold Lessor harmless from and against any losses, costs damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorney's fees and court costs) suffered or incurred by

Lessor arising from or in connection with the acts of Lessee, its agents, employees, contractors, invitees and persons under its care and/or supervision with regard to the use and occupancy of the Property by Lessee.

12. Renewal. The Commissioner of the Department of General Services is authorized to renew the Lease for a period not to exceed ninety days.

13. Successor and Assigns. The Lease and all covenants and agreements herein contained shall be binding upon and inure to any successors and assigns of the parties to the Lease.

In Witness Whereof, The parties hereto have executed this Lease as of the day and year first above-written.

City of Chicago, Lessor

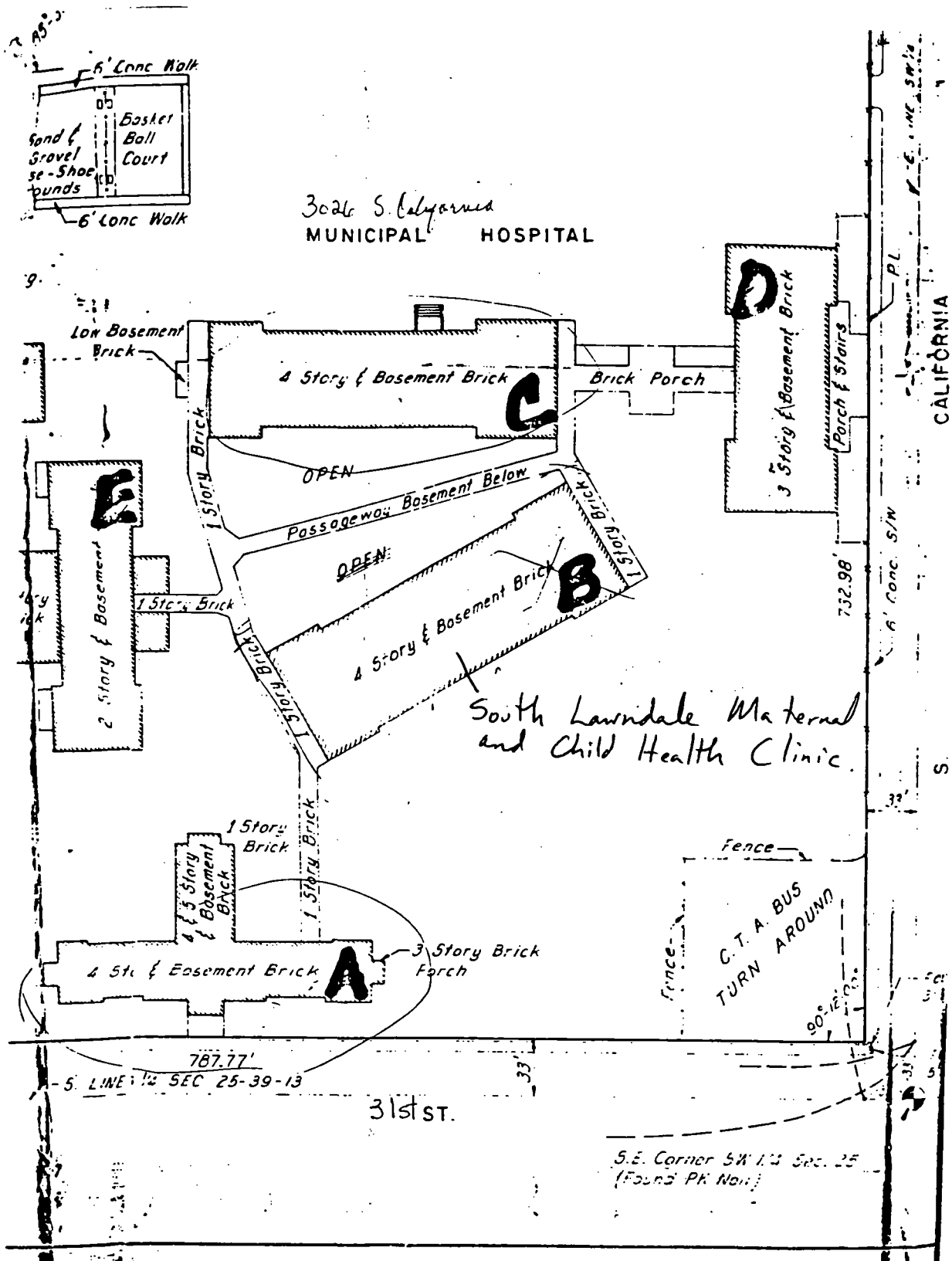
By: _____
Benjamin Reyes
Commissioner
Department of General Services

County of Cook, Lessee

By: _____
Richard Phelan
President
Cook County Board of
Commissioners

[Exhibit "A" attached to this Lease Agreement
printed on page 3908 of this Journal.]

Exhibit "A".



AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH
CHICAGOLAND RADIO INFORMATION SERVICE, INC. FOR
PROPERTY AT CULTURAL CENTER PEDWAY FOR
USE AS RADIO STATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 Commissioner of General Services to execute a lease with Chicagoland Radio Information Services, Inc. located at the Cultural Center Pedway, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a municipal corporation, as Lessor, a lease to Chicagoland Radio Information Service, Inc., as Lessee, for approximately 1,890 square feet of office space located at the Cultural Center Pedway, to be used for the purpose of a radio station; such lease to be approved by the Department of General Services 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 3915 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 Lessee to serve any notice or demand upon the Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor 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 Lessor 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 Lessor to Lessee under or in regard to this lease may be served by mailing a copy to the Lessee as follows: Chicagoland Radio Information Service, Inc., 400 North Franklin Street, Chicago, Illinois 60610.

Lessor And Lessee Responsibilities.

Lessee shall be responsible for all build-out costs as specified in Exhibit "A".

Lessee shall provide and pay for nightly custodial service which shall be construed as cleaning, washing, emptying wastepaper baskets, replacing of light bulbs or sweeping of any kind.

Lessee shall pay all utility costs associated with the demised premises.

Lessee shall pay any and all leasehold or use taxes on premises, if levied within deadlines established by governmental taxing bodies.

Lessee shall provide and maintain H.V.A.C. system.

The Lessor may enter upon premises to inspect the demised premises upon giving reasonable notice to the Lessee. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering upon premises.

Lessee shall not use said premises for any commercial profit making or political fundraising.

Lessee shall comply at all times with the provisions of the Municipal Code in the use of said premises.

Lessee shall provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit, with the Lessor to receive a certificate of insurance for said insurance coverage prior to lease execution 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 Lessor 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 Lessee shall mail to the Lessor at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee shall not construct any building or structures on said premises without prior written consent from Lessor.

Lessee shall use the demised premises to operate a radio station and for no other purpose.

Lessee agrees to indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the property of the Lessor or injury to or death of any person, arising from Lessee's use and occupancy of and/or operations at said premises including acts of its agents, contractors, and subcontractors.

Any final judgments rendered against Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Lessee shall be responsible for the payment of all permit or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago.

Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, its employees, agents or servants. Lessee further agrees that the Lessor shall not be liable, and Lessee waives all claims for damage to property or injury to persons resulting from any act or omission of Lessor, its agents, employees or servants.

Lessee shall not (A) assign or convey this lease or any interest under it, (B) allow any transfer hereof or any lien upon Lessee's interest by operation of law, (C) sublet the premises or any part thereof, (D) permit the use or occupancy of the premises or any part thereof by any one other than Lessee or for any purposes other than those specified in the above paragraph, without, in each and every case obtaining the prior written approval of the Lessor.

In the event of a breach of any of the covenants, terms and conditions contained herein by Lessee, if Lessee has not cured or is not diligently pursuing a cure then Lessor shall have the right to immediately terminate this lease upon giving written notice by certified or registered mail to the Lessee at the address cited herein. Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of any right created by such breach or any subsequent breach.

All improvements made on demised premises shall revert back to the Lessor at the termination of this lease, without any further obligations for repairs and or restoration on the part of the Lessee.

No member of the Department of General Services, or other city board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessee, 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.

All improvements that Lessee constructs or installs on the demised premises at Lessor's option become the property of the Lessor at termination of this lease.

[Exhibit "A" attached to this Rider printed on page 3914
of this Journal.]

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 1743 WEST 47TH STREET FOR
CHICAGO PUBLIC LIBRARY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 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 1743 West 47th Street for the Chicago Public Library, Back of the Yards (Lease No. 19024) having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

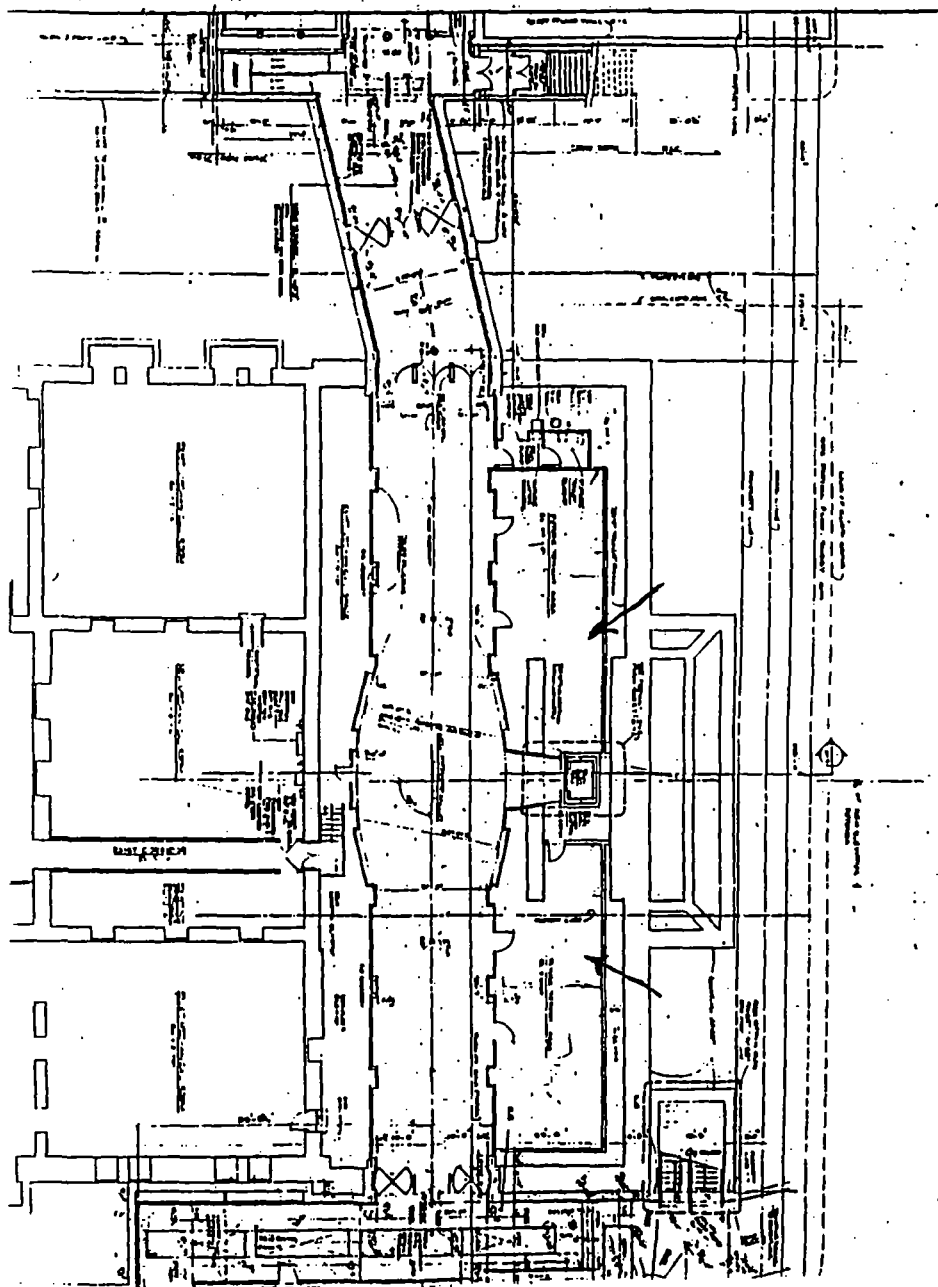
This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

(Continued on page 3916)

Exhibit "A"



7/24/91

REPORTS OF COMMITTEES

3915

LEASE # 20066
(ILLINOIS)

Lease Agreement At The Pedway Under The Cultural Center.

This Indenture, Made this _____ day of _____A. D. 19 _____ Between City of Chicago, a Municipal Corporation_____ party of the first part and Chicagoland Radio Information Service,400 North Franklin, Chicago, IL 60610

_____ party of the second part.

Witnesseth, that the party of the first part has demise and leased to the party of the second part the premises, situated in the City of Chicago County of Cook and State of Illinois, known and described as follows:

Approximately 1,890 square feet of office space located at the Pedway under the Cultural Center to be used for the purpose of a Radio Station. (See Exhibit "A").

TO HAVE AND TO HOLD the same, unto the party of the second part, from the _____ for the period beginning the 1st day of January, 1992 or date of occupation, whichever occurs earlier, and ending four (4) years from date on which the lease commences.

And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at the Officer of the City Comptroller, 121 North LaSalle Street, Room 501, Chicago, IL 60602 as rent for said leased premises for said term the sum of one _____ Dollars

(\$ 1.00 _____) annual rental payable one year in advance upon execution of lease and by January 1st of each succeeding year.

SECOND.—That he ha examined and know the condition of said premises; and ha received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at Lessee's own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That he will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demise premises, for and during the time for which this lease is granted.

For Additional Responsibilities of Lessor and Lessee See Rider

Attached Hereto and Made a Part Hereof.

The party of the second part hereby irrevocably constitutes _____ or any attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality
except as to property description
execution.

Assistant Corporation Counsel

Asset Manager

(SEAL)
Chicagoland Radio Information Services

(SEAL)

(SEAL)
Commissioner of General Services

(Continued from page 3913)

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of a lease with Stephen J. Matelski and Stephanie Matelski, as beneficiaries of Cole Taylor/Drover Trust, Trust No. 1058 dated July 16, 1952, as Lessors, for approximately 2,196 square feet of ground floor office space located at 1743 West 47th Street 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 attached to this ordinance printed
on page 3923 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.

Rider attached hereto and made part of a lease dated November 1, 1990 by and between Board of Directors, Chicago Public Library, Lessee, and Stephen J. Matelski and Stephanie Matelski, as joint tenants, Lessor, for a term of five (5) years, from May 1, 1991 to April 30, 1996.

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: Stephen Matelski, 1741 West 47th Street, Chicago, Illinois 60609.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand Fifty and no/100 Dollars (\$1,050.00) per month for the period beginning on the 1st day of May, 1991 and ending on the 30th day of April, 1992;

One Thousand Eighty-one and no/100 Dollars (\$1,081.00) per month for the period beginning on the 1st day of May, 1992 and ending on the 30th day of April, 1993;

One Thousand One Hundred Thirteen and no/100 Dollars (\$1,113.00) per month for the period beginning on the 1st day of May, 1993 and ending on the 30th day of April, 1994;

One Thousand One Hundred Forty-six and no/100 Dollars (\$1,146.00) per month for the period beginning on the 1st day of May, 1994 and ending on the 30th day of April, 1995;

One Thousand One Hundred Eighty and no/100 Dollars (\$1,180.00) per month for the period beginning on the 1st day of May, 1995 and ending on the 30th day of April, 1996.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays if necessary, whenever heat shall be necessary for comfortable occupancy of the demised premises, as required under the City of Chicago Ordinance Code, at 70 degrees. Maintain plant and equipment in good operable condition.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide and pay for exterminator service whenever necessary.

Provide, pay for and maintain at all times public liability insurance 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 canceled 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.

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.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by the governmental taxing bodies.

Lessee's Responsibilities.

Lessee under this lease shall:

Install window air-conditioner at Lessee's own expense.

Install at his own expense any additional electrical wiring necessary for the operation of his business.

Replace any electrical fixtures that are damaged before vacating the demised premises.

Lessee has permission to occupy approximately one-half of the basement area immediately below the library premises and agrees to maintain that portion in a broom clean condition.

Pay for electricity as metered within demised premises, including electricity for air conditioning.

Provide decorating when necessary; decorating to be determined by Lessee.

Replace any broken plate glass on first floor of said demised premises and the vitrolite store front during term of lease not caused 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.

Provide and pay for maintenance and replacement of window air conditioning units.

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.

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 Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, 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 or 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 action 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 of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
- R-4 Lessor and Lessee shall 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.

R-5 Lessee is hereby given an option to lease the adjoining store at 1741 West 47th Street, Chicago, Illinois 60609, now occupied by the Lessor, as his office, as soon as available, when Lessor shall serve Lessee with a notice that the said portion of said premises are available, providing that the Lessee shall respond to said notice within thirty (30) days, as to their intentions to occupy said portion. The rental to be agreed upon shall not exceed the rental per square footage that the Lessee is now paying.

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. The words "Lessor" and "Lessee" whenever used herein shall be construed to mean Lessees, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one Lessor or Lessee; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.
- C. 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.
- D. 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.
- E. No member of the Department of 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.

- F. Lessee hereby acknowledges that all of the electrical fixtures in said premises are the property of the Lessor. Lessee hereby agrees to properly maintain the said electrical fixtures during the term of this lease. Any electrical fixtures damaged by the Lessee shall be replaced at his own expense before the termination of this lease and before vacating said premises.

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
AT 11250 SOUTH HALSTED STREET FOR
DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 1991.

To the President and Members of the City Council:

(Continued on page 3924)

LEASE-Short Form Lease No. 19024

1743 West 47th Street.

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Stephen J. Matelski & Stephanie Matelski, as beneficiaries of Cole Taylor/
Drover Trust, Trust No. 1058, dated July 16, 1952, 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: approximately 2,196 square feet of ground
floor office space located at 1743 West 47th Street for use by the Chicago Public
Library (Back of the Yards Branch).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May
30th A. D. 1991, and ending on the _____ day of _____ A. D. 1996. Lessee has the right to
 terminate this lease ninety (90) days prior written notice anytime after thirty-six (36) months
from execution of lease.

~~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 _____ 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
Stephen Matelski, 1741 W. 47th St., Chgo, IL 60609 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 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

Asset Manager _____ Real Estate

Commissioner of General Services _____

President of the Chicago Public Library _____

Commissioner of Chicago Public Library _____

Stephen J. Matelski, beneficiary _____

Stephanie Matelski, beneficiary _____

By _____
 Cole Taylor Bank/Drover, as Trustee under
 Trust No. 1058, dated July 16, 1952

Rider attached to this Lease Agreement reads as follows:

(Continued from page 3922)

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 11250 South Halsted Street for the Department of Health (Lease No. 10014), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago a renewal of a lease with Richard Erickson, Lessor, managed by Beverly Hills Realty Company, Agent, and R. H. Carlin, Broker, for approximately 4,100 square feet of office space located at 11250 South Halsted Street for use by the Department of Health, as Lessee, and also approximately 7,025 square feet of vacant land adjacent to said building to be used exclusively by the Department of Health for parking purposes, 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 3929 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: Beverly Hills Realty Company, P.O. Box 485, Palatine, Illinois 60078-0485.

Legal Description Of Parking Lot.

Lot 31 (except the north 30 feet thereof) all of Lot 32 and the north 10 feet of Lot 33 in Block 12 in First Addition, to Sheldon Heights West, a subdivision in the east half of the northeast quarter of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rental rate of:

Two Thousand Eight Hundred Thirty-three and no/100 Dollars (\$2,833.00) per month for the period beginning on the first day of November, 1990 and ending on the 31st day of October, 1992.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Beverly Hills Realty Company, P.O. Box 485, Palatine, Illinois 60078-0485.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Complete all repairs by execution of this lease:

Paint entire premises and plaster where necessary.

Provide secure locks on all doors.

Provide draperies for all windows.

Provide cleaning and repair of plumbing in kitchen and bathroom.

Provide and pay for window washing on a semi-annual basis.

Repair and maintain parking lot adjacent to building when necessary.

Comply with all applicable fire prevention provisions contained in City ordinances and/or state statutes.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air-conditioning unit and maintain the same.

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, 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 be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. 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 addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Replace any broken 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 services which shall be construed as cleaning, washing, emptying wastebaskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for exterminator service when necessary.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, 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 twenty (20) days after Lessee has notified the Lessor by written notice of such failure. The Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards 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 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.

Rules Suspended -- AUTHORIZATION FOR CONVEYANCE OF
PROPERTY AT 3739 -- 3741/3745 SOUTH INDIANA
AVENUE TO PROJECT RUSH FOR
REHABILITATION AS SHELTER
FOR HOMELESS PERSONS.

Alderman Rush moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed ordinance. The motion *Prevailed*.

(Continued on page 3930)

LEASE-Short Form Lease No. 10014

11250 South Halsted Street.

City of Chicago

This Agreement,

Made this _____ day of _____
 A. D. 19 _____, between Richard H. Carlin, broker for Beverly Hills Realty Company as agent for
Lessor, Richard Erickson
 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 4,100 square feet of office space located at 11250 South Halsted Street for use by the Department of Health, also approximately 7,025 square feet of vacant land adjacent to said building to be used exclusively by the Department of Health for parking purposes.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November
 A. D. 19 90, and ending on the 31st day of October A. D. 1992. Lessee has the right to terminate this lease upon thirty (30) days prior written notice.

~~and the right to renew this lease for a further period of _____ days' written notice of its election to so do~~
~~on the same terms and rental by giving to the Lessor _____ days' written notice of its election to so 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 Beverly Hills Realty Co., P.O. Box 485, Palatine, IL 60078-0485 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification See Rider Attached Hereto 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 _____ 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: _____
 Asset Manager _____
 Assistant Corporation Counsel _____
 Real Estate Agent _____

Richard H. Carlin, broker for Beverly Hills
 Realty Company, agent for Lessor
 CITY OF CHICAGO

By _____
 Commissioner of General Services

Commissioner of Health

(Continued from page 3928)

Thereupon, on motion of Alderman Rush, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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, By virtue of the Constitution of the State of Illinois, Article 7, Section 6, the City of Chicago is a home rule unit with the power to legislate for the protection of the public health, safety and welfare; and

WHEREAS, There is presently a building situated in the City of Chicago located at 3739 -- 3741 South Indiana Avenue ("the Property") that is vacant, open and which poses an imminent danger to the public health, safety and welfare; and

WHEREAS, The Property is currently the subject of a court case entitled *City of Chicago v. Chicago Title and Trust, Trust Number 36282, et al.*, Case No. 86M1407111 in which the court has made a finding that the property is dangerous, vacant and hazardous and has entered an order authorizing the City of Chicago to demolish the building located at the Property; and

WHEREAS, The Mayor's Blue Ribbon Committee on Abandoned Property has reviewed applications for this Property and recommended to the Mayor that the Property be awarded to Project Rush, a not-for-profit organization which intends to rehabilitate the Property for use as a homeless structure; and

WHEREAS, The record owners of the Property are ready, willing and able to convey title to the Property to the City of Chicago; and

WHEREAS, Upon receipt of such title the City of Chicago will abate all existing liens and back taxes on the Property and then transfer to Project Rush; and

WHEREAS, The awarding of the Property to Project Rush will save the City the costs of demolishing the Property and further expenses to make it secure, and preserve an existing structure for use by homeless and other persons in need; and

WHEREAS, The City previously demolished one structure on this parcel at a cost of \$14,000 and filed a lien on the Property, Document No. 8905647; and

WHEREAS, The City of Chicago is ready to accept a deed in lieu of foreclosure on said demolition lien; and

WHEREAS, Project Rush is ready, willing and able to rehabilitate the Property for use as a homeless shelter in exchange for the City's agreement to convey title and quitclaim the Property to it should the City come into title as a result of foreclosure or otherwise; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City of Chicago.

SECTION 2. The Building Commissioner is authorized to accept Project Rush's proposal to take title to the Property legally described as:

Lots 8 and 9 in Grigg's Subdivision of the northwest quarter of the southeast quarter of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3739 -- 3745 South Indiana Avenue, Permanent Index No. 17-34-316-016, Volume 526)

contingent upon the City obtaining a quitclaim deed from the current owners, and to execute on behalf of the City all documents (other than the quitclaim deed) necessary and appropriate to accomplish the conveyance of the Property to Project Rush subject to the approval of the Corporation Counsel.

SECTION 3. Upon notification by the Corporation Counsel that the City has obtained a quitclaim deed for the Property, the Mayor or his proxy is authorized to execute and the City Clerk to attest to a quitclaim deed conveying the Property to Project Rush subject to the approval of the Corporation Counsel.

SECTION 4. This ordinance shall be effective upon its passage.

COMMITTEE ON HUMAN RELATIONS.

APPOINTMENT OF MS. YVONNE F. MURRAY AS MEMBER OF COMMISSION ON HUMAN RELATIONS.

The Committee on Human Relations submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Human Relations, having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor (referred to the committee June 12, 1991) appointing Yvonne F. Murray to the Commission on Human Relations, begs leave to recommend that Your Honorable Body *Approve* the said proposed appointment of Yvonne F. Murray to the Commission on Human Relations.

This recommendation was concurred in unanimously by the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Yvonne F. Murray as a member of the Commission on Human Relations was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

COMMITTEE ON LICENSE AND CONSUMER
PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 020 OF
MUNICIPAL CODE OF CHICAGO BY PROHIBITING
ISSUANCE OF NEW LIQUOR LICENSES AND
NEW PACKAGE GOODS LICENSES WITHIN
BOUNDARIES OF THIRTY-FIFTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance (which was referred on June 12, 1991), amending Chapter 4-172, Subsections 4-172-020 (d) and (e), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Evans, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 4-172 of the Municipal Code of Chicago is hereby amended in Subsection 4-172-020(d) by adding the language in italics as follows:

4-172-020.

* * * * *

(d) No license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

* * * * *

19. In the area bounded by a line beginning at the intersection of West Sunnyside Avenue and North Kedzie Avenue; thence south along North Kedzie Avenue to West Belmont Avenue; thence west on West Belmont Avenue to North Central Park Avenue; thence south on North Central Park Avenue to West Diversey Avenue; thence west on West Diversey Avenue to North Ridgeway Avenue; thence south on North Ridgeway Avenue to West Wrightwood Avenue; thence east on West Wrightwood Avenue to North Lawndale Avenue; thence south on North Lawndale Avenue to West Fullerton Avenue; thence east on West Fullerton Avenue to North Central Park Avenue; thence south on North Central Park Avenue to West Shakespeare Avenue; thence west on West Shakespeare Avenue to North Hamlin Avenue; thence north on North Hamlin Avenue to West Palmer Street; thence west on West Palmer Street to North Pulaski Road; thence north on North Pulaski Road to West Belden Avenue; thence west on West Belden Avenue to North Tripp Avenue; thence north on North Tripp Avenue to West Fullerton Avenue; thence west on West Fullerton Avenue to North Kostner Avenue; thence north on

North Kostner Avenue to West School Street; thence west on West School Street to North Kolmar Avenue; thence north on North Kolmar Avenue to West Roscoe Street; thence west on West Roscoe Street to North Kenton Avenue; thence north on North Kenton Avenue to West Addison Street; thence west on West Addison Street to North Cicero Avenue; thence north on North Cicero Avenue to West Grace Street; thence east on West Grace Street to North Kenton Avenue; thence north on North Kenton Avenue to West Irving Park Road; thence east on West Irving Park Road to North Tripp Avenue; thence north on North Tripp Avenue to the intersection of North Tripp Avenue and the Kennedy Expressway; thence northwest along the Kennedy Expressway to the intersection of the Kennedy Expressway and West Montrose Avenue; thence east on West Montrose Avenue to North Lowell Avenue; thence south on North Lowell Avenue to West Cullom Avenue; thence east on West Cullom Avenue to North Tripp Avenue; thence south on North Tripp Avenue to West Berteau Avenue; thence east on West Berteau Avenue to North Pulaski Road; thence north on North Pulaski Road to West Montrose Avenue; thence east on West Montrose Avenue to North Spaulding Avenue; thence north on North Spaulding Avenue to West Sunnyside Avenue; thence east on West Sunnyside Avenue to the place of beginning;

provided, however, that this prohibition shall not apply to hotels offering restaurant service, restaurants, or to clubs within one of the areas defined above, nor the renewal of a license for the sale of alcoholic liquor for consumption on the premises, where such place of business was established and licensed prior to the effective date of the prohibition and has operated continuously within one of the defined areas subsequent to the inclusion of the defined area within this subsection. Nothing in this subsection shall prohibit the issuance of a beer garden or late hour liquor license to a licensed establishment located within the areas specified herein, provided that the applicable requirements of this chapter are met.

For the purpose of this subsection, whenever the liquor license for a premises located within an area designated above lapses for failure to renew or is revoked for cause, no new license subject to the prohibition of this subsection shall be issued for such premises. No direct or indirect interest in the ownership of a liquor licensee may be transferred unless such transfer is made to another person or persons who already share ownership in the licensee or involves the transfer of less than 5% of the shares of a corporation. No person to whom less than 5% of the shares of a liquor licensee is transferred, who did not share ownership in the licensee prior to such transfer, may purchase more than 5% of the shares of the liquor licensee in any twelve month period.

SECTION 2. Chapter 4-172 of the Municipal Code of Chicago is hereby amended in Subsection 4-172-020(e) by adding the language in italics as follows:

4-172-020.

* * * * *

(e) No package goods license shall be issued for any premises located within the following areas:

* * * * *

10. *In the area bounded by a line beginning at the intersection of West Sunnyside Avenue and North Kedzie Avenue; thence south along North Kedzie Avenue to West Belmont Avenue; thence west on West Belmont Avenue to North Central Park Avenue; thence south on North Central Park Avenue to West Diversey Avenue; thence west on West Diversey Avenue to North Ridgeway Avenue; thence south on North Ridgeway Avenue to West Wrightwood Avenue; thence east on West Wrightwood Avenue to North Lawndale Avenue; thence south on North Lawndale Avenue to West Fullerton Avenue; thence east on West Fullerton Avenue to North Central Park Avenue; thence south on North Central Park Avenue to West Shakespeare Avenue; thence west on West Shakespeare Avenue to North Hamlin Avenue; thence north on North Hamlin Avenue to West Palmer Street; thence west on West Palmer Street to North Pulaski Road; thence north on North Pulaski Road to West Belden Avenue; thence west on West Belden Avenue to North Tripp Avenue; thence north on North Tripp Avenue to West Fullerton Avenue; thence west on West Fullerton Avenue to North Kostner Avenue; thence north on North Kostner Avenue to West School Street; thence west on West School Street to North Kolmar Avenue; thence north on North Kolmar Avenue to West Roscoe Street; thence west on West Roscoe Street to North Kenton Avenue; thence north on North Kenton Avenue to West Addison Street; thence west on West Addison Street to North Cicero Avenue; thence north on North Cicero Avenue to West Grace Street; thence east on West Grace Street to North Kenton Avenue; thence north on North Kenton Avenue to West Irving Park Road; thence east on West Irving Park Road to North Tripp Avenue; thence north on North Tripp Avenue to the intersection of North Tripp Avenue and the Kennedy Expressway; thence northwest along the Kennedy Expressway to the intersection of the Kennedy Expressway and West Montrose Avenue; thence east on West Montrose Avenue to North Lowell Avenue; thence south on North Lowell Avenue to West Cullom Avenue; thence east on West Cullom Avenue to North Tripp Avenue; thence south on North Tripp Avenue to West Berteau Avenue; thence east on West Berteau Avenue to North Pulaski Road; thence north on North Pulaski Road to West Montrose Avenue; thence east on West Montrose Avenue to North Spaulding Avenue; thence north on North Spaulding Avenue to West Sunnyside Avenue; thence east on West Sunnyside Avenue to the place of beginning;*

provided, however, that this prohibition shall not apply to the renewal of a package goods license for a premises located in such area if such place of business was established and licensed to sell package goods to the effective date of the prohibition and has operated continuously within one of the defined areas subsequent to the inclusion of the defined area within this subsection.

For the purpose of this subsection, whenever the package goods license for a premises located within an area designated above lapses for failure to renew or is revoked for cause, no new license subject to the prohibition of this subsection shall be issued for such premises. No direct or indirect interest in the ownership of a package goods licensee may be transferred unless such transfer is made to another person or persons who already share ownership in the licensee or involves the transfer of less than 5% of the shares of a corporation. No person to whom less than 5% of the shares of a package goods licensee is transferred, who did not share ownership in the licensee prior to such transfer, may purchase more than 5% of the shares of the package goods licensee in any twelve month period.

SECTION 3. This ordinance shall take effect upon its passage and publication, provided, however, that the prohibition on the issuance of a category of liquor license within the area designated herein shall not apply to a person who has submitted a completed application for such liquor license and paid the applicable license fee to the Department of Revenue prior to the effective date of this ordinance.

Re-Refered -- DECLARATION OF OPPOSITION TO UNITED
STATES SENATE BILL 12 AND UNITED STATES
HOUSE RESOLUTION 1303 LIMITING LOCAL
REGULATORY AUTHORITY OVER
CABLE COMMUNICATIONS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a resolution in opposition to specified bills limiting regulatory authority over cable communications (which was referred on June 12, 1991), begs leave to recommend that Your Honorable Body *Re-Refer* said proposed resolution which is transmitted herewith to the Committee on Finance.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

On motion of Alderman Evans, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Referred to the Committee on Finance* 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLE 8, CHAPTER 8, SECTION 060 OF MUNICIPAL CODE OF CHICAGO BY INCREASING PENALTIES FOR STREET SOLICITATION FOR PROSTITUTION.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 19, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Friday, July 19, 1991, having had under consideration an ordinance introduced by Alderman Virgil E. Jones (15th Ward) and Alderman Rickey R. Hendon (27th Ward) concerning the street solicitation for prostitution, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Prostitution in public places within the City of Chicago exposes local residents, especially children, to criminal conduct, thereby adversely affecting public health and safety; and

WHEREAS, Prostitution in public places within the City of Chicago discourages people from dealing with legitimate businesses located near such activities and deters people engaged in lawful occupations and activities from moving about public places in legitimate pursuits, thereby adversely affecting the public welfare; and

WHEREAS, Prostitution in public places can diminish local residents' pride in their communities, thereby threatening the economic stability of neighborhoods and of the city as a whole; and

WHEREAS, Prostitution is a crime characterized by higher than normal rates of recidivism, use of aliases and bond forfeitures by suspects; and

WHEREAS, It is desirable to protect the public health, safety and welfare of the residents of the City of Chicago by increasing penalties for prostitution and related activities and by discouraging, to the extent allowed by law, the release of suspected prostitutes on bonds secured by their own recognizance; now, therefore,

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

SECTION 1. The statements contained in the preamble of this ordinance are hereby adopted as the findings of the City Council, as if fully set forth herein.

SECTION 2. That Section 8-8-060 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

8-8-060. Street Solicitation For Prostitution.

(a) For the purposes of this [section,] *section*:

(i) "Public place" means any street, sidewalk, bridge, alley or alleyway, plaza, park, driveway, parking lot, or transportation facility or the doorways and entranceways to any building which fronts on any of the aforesaid places, or a motor vehicle in or on any such place, or any other public way.

(ii) "*Prostitution*", "*pandering*" and "*soliciting for a prostitute*" have the same meanings given them in the Illinois Criminal Code, as amended.

(b) Any person who remains or wanders about in a public place [on the public way] and repeatedly beckons to, or repeatedly attempts to engage, passersby in conversation, or repeatedly interferes with the free passage of

other persons, for the purpose of prostitution [as defined in Chapter 38, Section 11-14 of the Illinois Revised Statutes,] or of soliciting for a prostitute, [as those terms are defined in Chapter 38, Section 11-15 of the Illinois Revised Statutes,] shall be guilty of a violation of this section. [ordinance and upon conviction be fined not less than \$500.00, or be imprisoned for a period of 10 days or be penalized by both such fine and imprisonment if such a person has previously been convicted of a violation of this section.]

(c) Any person who remains or wanders about in a public place and repeatedly beckons to, or repeatedly stops, or repeatedly attempts to stop, or repeatedly attempts to engage passersby in conversation, or repeatedly stops or attempts to stop motor vehicles, or repeatedly interferes with the free passage of other persons, for the purpose of pandering [as that term is defined in [Chapter 24 of the Illinois Revised Statutes,] shall be guilty of a violation of this section. [misdemeanor and shall be prosecuted in accordance with the terms of Chapter 24, Section 1-2-1.1, Illinois Revised Statutes, 1969, for a misdemeanor. Upon conviction such person shall be incarcerated in a penal institution other than the penitentiary for not less than 90 days and not more than six months.]

(d) *Any person who appears in a public place and exposes the genitals, vulva, pubis, pubic hair, buttocks, perineum, anus, anal region or pubic hair region, or any portion of the female breast at or below the upper edge of the areola, for the purpose of prostitution shall be guilty of a violation of this section.*

(e) *Any person who responds to the beckoning of a prostitute in a public place by inquiring about, negotiating for, accepting an offer of or engaging in an act of prostitution, or by allowing another into his or her motor vehicle for purposes of inquiring about, negotiating for, accepting an offer of or engaging in an act of prostitution, shall be guilty of a violation of this section. The superintendent of police shall distribute to local newspapers the names of all persons convicted of violating this subsection.*

(f) *A person who violates any provision of this section shall be fined not less than \$500, imprisoned for a period not less than 20 days and not more than 6 months, or both fined and imprisoned. To the extent allowed by law, personnel of the department of police shall prevent and oppose the release of any person charged with a violation of this section on bond secured by that person's own recognizance.*

[(d)] (g) If any provision or part of this ordinance shall be found unconstitutional or outside the corporate powers of the City of Chicago, the remaining provisions shall continue in full force and effect.

SECTION 3. This ordinance shall take effect ten days after its passage and publication.

CHICAGO POLICE DEPARTMENT AREA 2 HEADQUARTERS
AT 727 EAST 111TH STREET NAMED "CALUMET
AREA 2 HEADQUARTERS".

The Committee on Police and Fire submitted the following report:

CHICAGO, July 19, 1991.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on Friday, July 19, 1991, having had under consideration an ordinance introduced by Alderman Robert Shaw (9th Ward) calling for the Chicago Police Department Area 2 Headquarters located at 727 East 111th Street to hereinafter be named and known as the "Calumet Area 2 Headquarters", begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Police Department Area 2 Headquarters located at 727 East 111th Street, shall hereby be named and known as the "Calumet Area 2 Headquarters".

SECTION 2. This ordinance shall be in force upon its passage and due publication.

COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.

ENDORSEMENT OF PROPOSED SCULPTURING PROJECT IN
SHERMAN PARK BY YOUTH PARTICIPANTS IN
BOULEVARD ARTS PROGRAM.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a resolution signed by Alderman Virgil E. Jones (15th Ward) and Alderman Edward M. Burke (14th Ward) (referred to your committee on June 12, 1991) begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Boulevard Arts Center of Performing Arts is a viable and gifted program in the Sherman Park Area and offers cultural exposure in the arts to African Americans, Hispanics and Caucasians in the Sherman Park Area; and

WHEREAS, The young people in the Boulevard Arts Program want to make a meaningful contribution to other young people by sculpting an art project in Sherman Park as a youth's contribution to the park and the City of Chicago from young people; now, therefore,

Be It Resolved, That the City Council of the City of Chicago endorse these plans for the sculpture and ask the Public Arts Committee and the Chicago Park District to endorse and support this effort which shall

motivate young people in the 15th Ward to make a contribution to the cultural enrichment of the 15th Ward community.

Re-Referred -- PERMISSION TO CONDUCT SUNDRY EVENTS
ON PORTIONS OF SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration fifty-two (52) proposed orders (referred to your committee on May 9, 22, June 12 and 28, 1991) begs leave to recommend that these proposed orders be *Re-Referred to the Department of Public Works*.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* and the said proposed orders were *Re-Referred to the Department of Public Works* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Re-Referred -- PERMISSION FOR TRAFFIC CLOSURES
ON PORTIONS OF SUNDRY STREETS
FOR VARIOUS SPECIAL EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration thirty-nine (39) proposed orders (referred to your committee on May 9, 22, June 12 and 28, 1991) begs leave to recommend that these proposed orders be *Re-Referred to the Department of Public Works*.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* and the said proposed orders were *Re-Referred to the Department of Public Works* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 15, April 12 and May 9, 1991) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

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

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way	Distance And Hours
West Argyle Street (South side)	From a point 20 feet west of North Kenmore Avenue, to a point 50 feet west thereof -- at all times (90-0360);
South Ashland Avenue (East side)	From a point 175 feet south of West 79th Street, to a point 25 feet south thereof -- handicapped loading zone (91-0255);
North Broadway (West side)	From a point 255 feet north of West Balmoral Avenue, to a point 25 feet north thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (91-0221);

Public Way	Distance And Hours
West Devon Avenue (South side)	From a point 90 feet west of North Oakley Avenue, to a point 40 feet west thereof -- at all times (91-0359);
North Northwest Highway (East side)	From a point 100 feet south of North Nettleton Avenue, to a point 25 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (91-0365);
North Sheridan Road (West side)	From a point 25 feet south of south side (projected line) of West Lakeside Avenue, to a point 25 feet south thereof -- at all times (91-0223);
West 55th Street (North side)	From a point 123 feet west of South Kildare Avenue property line, to a point 24 feet west thereof -- 10:30 A.M. to 4:00 P.M. (91-0371);
East 79th Street (North side)	From a point 134 feet west of South Eberhart Avenue, to a point 25 feet west thereof -- 8:00 A.M. to 12:00 Midnight (91-0438).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zone.

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

SECTION 1. Amend ordinance passed October 4, 1989, page 5521, which reads:

"(east side) of North Broadway, from a point 260 feet north of West Waveland Avenue, to a point 50 feet north thereof -- loading zone -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday"

by striking:

"50 feet north thereof"

and inserting in lieu thereof:

"60 feet north thereof (91-0476)".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

RESTRICTION AND AMENDMENT OF VEHICULAR
TRAFFIC MOVEMENT ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 12, 1990 and April 12, 1991) proposed ordinances to establish and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*Restriction Of Vehicular Traffic Movement To
Single Direction.*

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Public Way	Limits And Direction
North-south alley	Between West Cambridge Avenue and West Belden Avenue, North Geneva Terrace and West Fullerton Avenue -- southerly (91-0441);
First east-west	Alley south of West Chicago Avenue, from North Paulina Street to North Ashland Avenue -- westerly (91-0410);
North-south alley	Bounded by North Leavitt Street, North Hoyne Avenue, West Armitage Avenue and West Cortland Street -- southerly (91-0412).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend ordinance passed December 23, 1970, page 8853, which reads:

"South Leavitt Street, from West 37th Street to West 33rd Street -- northerly"

by striking the above and inserting in lieu thereof:

"South Leavitt Street, from West 37th Street to West 36th Street and West 35th Street to West 33rd Street -- northerly (91-1241)".

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING
RESTRICTIONS ON PORTIONS OF
SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 6, May 16, June 7, 27, July 12, 31, September 12, October 3, 31, November 7, 14, 28, December 5, 19, 1990, January 11, February 6, March 15, April 12, May 9, 22 and June 12, 1991) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Prohibition Of Parking At All Times.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
North and south sides of	West 47th Street, from South Trumbull Avenue to South Homan Avenue -- no truck parking signs (91-0436).

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

*Prohibition Of Parking At All Times.
(Except For Handicapped)*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
West Addison Street	At 5031 -- Handicapped Permit 5658;

Public Way	Area
North Albany Avenue	At 2108 -- Handicapped Permit 5534;
North Albany Avenue	At 3616 -- Handicapped Permit 5696;
West Albion Avenue	At 1759 -- Handicapped Permit 5476;
North Armour Street	At 710 -- Handicapped Permit 5485;
North Austin Avenue	At 5911 -- Handicapped Permit 5575;
South Avenue J	At 10409 -- Handicapped Permit 5492;
South Avenue L	At 10528 -- Handicapped Permit 5385;
South Baker Avenue	At 8360 -- Handicapped Permit 5671;
West Barry Avenue	At 1752 -- Handicapped Permit 5690;
West Belden Avenue	At 3424 -- Handicapped Permit 5736;
West Berenice Avenue	At 5821 -- Handicapped Permit 5563;
North Bingham Street	At 2111 -- Handicapped Permit 5697;
South Blackstone Avenue	At 9207 -- Handicapped Permit 5672;
South Buffalo Avenue	At 8907 -- Handicapped Permit 5493;
North Central Park Avenue	At 5823 -- Handicapped Permit 5703;

Public Way	Area
West Cermak Road	At 3548 -- Handicapped Permit 5118;
North Claremont Avenue	At 4113 -- Handicapped Permit 5441;
West Congress Parkway	At 3332 -- Handicapped Permit 5538;
South Cornell Avenue	At 7708 -- Handicapped Permit 5715;
North Drake Avenue	At 3848 -- Handicapped Permit 5432;
South Drexel Avenue	At 7935 -- Handicapped Permit 5490;
West Drummond Place	At 5549 -- Handicapped Permit 5545;
South Eggleston Avenue	At 7616 -- Handicapped Permit 5326;
West Estes Avenue	At 2707 -- Handicapped Permit 5751;
South Exchange Avenue	At 8809 -- Handicapped Permit 5489;
North Fairfield Avenue	At 5723 -- Handicapped Permit 5569;
West Fargo Avenue	At 1317 -- Handicapped Permit 5443;
West Farragut Avenue	At 6925 -- Handicapped Permit 5708;
North Francisco Avenue	At 6559 -- Handicapped Permit 5712;
South Francisco Avenue	At 4549 -- Handicapped Permit 5502;

Public Way	Area
South Francisco Avenue	At 6124 -- Handicapped Permit 5514;
West Fry Street	At 1128 -- Handicapped Permit 5131;
West Giddings Street	At 6137 -- Handicapped Permit 5656;
West Glenlake Avenue	At 1633 -- Handicapped Permit 5447;
South Green Street	At 8420 -- Handicapped Permit 4966;
North Greenview Avenue	At 3438 -- Handicapped Permit 5706;
North Hamlin Avenue	At 2315 -- Handicapped Permit 5431;
North Hamlin Avenue	At 2719 -- Handicapped Permit 5553;
North Harding Avenue	At 525 -- Handicapped Permit 5702;
West Henderson Street	At 2846 -- Handicapped Permit 5640;
South Hermitage Avenue	At 7138 -- Handicapped Permit 5518;
North Honore Street	At 2038 -- Handicapped Permit 5548;
North Hoyne Avenue	At 1707 -- Handicapped Permit 5737;
South Huron Street	At 5735 -- Handicapped Permit 5540;
South Ingleside Avenue	At 8408 -- Handicapped Permit 5491;

Public Way	Area
South Justine Avenue	At 5337 -- Handicapped Permit 5612;
South Justine Avenue	At 8616 -- Handicapped Permit 5614;
North Karlov Avenue	At 939 -- Handicapped Permit 5561;
South Karlov Avenue	At 6434 -- Handicapped Permit 5677;
South Karlov Avenue	At 6832 -- Handicapped Permit 5721;
North Kedvale Avenue	At 4618 -- Handicapped Permit 5747;
South Kedvale Avenue	At 4837 -- Handicapped Permit 5620;
North Keeler Avenue	At 1832 -- Handicapped Permit 5546;
North Kenneth Avenue	At 2841 -- Handicapped Permit 5632;
North Kilpatrick Avenue	At 3120 -- Handicapped Permit 5631;
North Kilpatrick Avenue	At 3132 -- Handicapped Permit 5627;
North Kimball Avenue	At 4831 -- Handicapped Permit 5704;
North Kimball Avenue	At 5937 -- Handicapped Permit 5568;
South Kolin Avenue	At 2726 -- Handicapped Permit 5685;
North Kolmar Avenue	At 2858 -- Handicapped Permit 5543;

Public Way	Area
South Kolmar Avenue	At 5651 -- Handicapped Permit 5678;
South LaSalle Street	At 8348 -- Handicapped Permit 5728;
South Leclaire Avenue	At 4621 -- Handicapped Permit 5718;
West Larchmont Avenue	At 1907 -- Handicapped Permit 5711;
West LeMoyne Street	At 1634 -- Handicapped Permit 5549;
North Lockwood Avenue	At 2105 -- Handicapped Permit 5689;
North Long Avenue	At 747 -- Handicapped Permit 5701;
South Lowe Avenue	At 6615 -- Handicapped Permit 5724;
South Lowe Avenue	At 7412 -- Handicapped Permit 5725;
North Luna Avenue	At 2515 -- Handicapped Permit 5634;
North Maplewood Avenue	At 6418 -- Handicapped Permit 5663;
North Marion Court	At 1244 -- Handicapped Permit 5687;
South Maryland Avenue	At 7944 -- Handicapped Permit 5675;
North Mason Avenue	At 4021 -- Handicapped Permit 5565;
South May Street	At 11545 -- Handicapped Permit 5643;

Public Way	Area
West Melrose Street	At 1907 -- Handicapped Permit 5710;
West Melrose Street	At 3528 -- Handicapped Permit 5645;
West Melrose Street	At 4931 -- Handicapped Permit 5358;
West Melrose Street	At 6029 -- Handicapped Permit 5744;
North Menard Avenue	At 2116 -- Handicapped Permit 5668;
North Menard Avenue	At 2925 -- Handicapped Permit 5700;
South Merrimac Avenue	At 6201 -- Handicapped Permit 5731;
South Millard Avenue	At 7244 -- Handicapped Permit 5679;
North Mobile Avenue	At 2626 -- Handicapped Permit 5698;
North Mont Clare Avenue	At 5401 -- Handicapped Permit 5570;
North Monticello Avenue	At 836 -- Handicapped Permit 5654;
South Morgan Street	At 1923 -- Handicapped Permit 5533;
North Mozart Street	At 2125 -- Handicapped Permit 5535;
South Mozart Street	At 5349 -- Handicapped Permit 5610;
South Natchez Avenue	At 5858 -- Handicapped Permit 5686;

Public Way	Area
North Natoma Avenue	At 3521 -- Handicapped Permit 5564;
North Neva Avenue	At 3115 -- Handicapped Permit 5650;
West Oakdale Avenue	At 4836 -- Handicapped Permit 5359;
North Oakview Avenue	At 5204 -- Handicapped Permit 5572;
North Olcott Avenue	At 3136 -- Handicapped Permit 5743;
North Ozark Avenue	At 3228 -- Handicapped Permit 5649;
South Parkside Street	At 116 -- Handicapped Permit 5626;
South Parkside Avenue	At 126 -- Handicapped Permit 5541;
South Paulina Street	At 9115 -- Handicapped Permit 5330;
North Pine Avenue	At 545 -- Handicapped Permit 5652;
North Pittsburgh Avenue	At 3843 -- Handicapped Permit 5699;
West Potomac Avenue	At 2135 -- Handicapped Permit 5688;
South Princeton Avenue	At 2622 -- Handicapped Permit 5483;
South Princeton Avenue	At 8006 -- Handicapped Permit 5520;
South Racine Avenue	At 9313 -- Handicapped Permit 5616;

Public Way	Area
South Racine Avenue	At 11403 -- Handicapped Permit 5552;
North Ridgeway Avenue	At 616 -- Handicapped Permit 5651;
South Saginaw Avenue	At 8622 -- Handicapped Permit 5670;
North St. Louis Avenue	At 4944 -- Handicapped Permit 5567;
South Sangamon Street	At 7951 -- Handicapped Permit 5726;
North Sawyer Avenue	At 1939 -- Handicapped Permit 5735;
North Sawyer Avenue	At 3019 -- Handicapped Permit 5692;
North Sawyer Avenue	At 5008 -- Handicapped Permit 5436;
North Seminary Avenue	At 2611 -- Handicapped Permit 5705;
West Shakespeare Avenue	At 4309 -- Handicapped Permit 5628;
West Shakespeare Avenue	At 4616 -- Handicapped Permit 5633;
West Shakespeare Avenue	At 4822 -- Handicapped Permit 5630;
West Summerdale Avenue	At 2833 -- Handicapped Permit 5749;
North Talman Avenue	At 2209 -- Handicapped Permit 5639;
North Talman Avenue	At 2848 -- Handicapped Permit 5693;

Public Way	Area
South Talman Avenue	At 5908 -- Handicapped Permit 5270;
West Thorndale Avenue	At 7744 -- Handicapped Permit 5571;
North Troy Street	At 3024 -- Handicapped Permit 5642;
South Union Avenue	At 3361 -- handicapped;
South Union Avenue	At 9143 -- Handicapped Permit 5334;
South University Avenue	At 6606 -- Handicapped Permit 5526;
West Van Buren Street	At 4018 -- Handicapped Permit 5624;
West Van Buren Street	At 4031 -- Handicapped Permit 5537;
South Vernon Avenue	At 6944 -- Handicapped Permit 5328;
West Wabansia Avenue	At 4845 -- Handicapped Permit 5465;
West Walton Street	At 2133 -- Handicapped Permit 5638;
West Walton Street	At 5920 -- Handicapped Permit 5542;
North Washtenaw Avenue	At 3133 -- Handicapped Permit 5695;
South Washtenaw Avenue	At 4611 -- Handicapped Permit 5719;
South Washtenaw Avenue	At 6119 -- Handicapped Permit 5723;
West Wellington Avenue	At 5311 -- Handicapped Permit 5433;

Public Way	Area
South Wentworth Avenue	At 6946 -- Handicapped Permit 5521;
South Whipple Street	At 11141 -- Handicapped Permit 5730 (public benefit);
South Winchester Avenue	At 4354 -- Handicapped Permit 5475;
West Winnemac Avenue	At 2741 -- Handicapped Permit 5659;
West Winnemac Avenue	At 4838 -- Handicapped Permit 5709;
West Winnemac Avenue	At 5043 -- Handicapped Permit 5707;
West 23rd Place	At 2709 -- Handicapped Permit 5460;
West 43rd Street	At 2533 -- Handicapped Permit 5500;
West 50th Place	At 2230 -- Handicapped Permit 5722;
West 60th Place	At 3734 -- Handicapped Permit 5720;
West 71st Place	At 2126 -- Handicapped Permit 5615;
West 72nd Street	At 62 -- Handicapped Permit 5324;
East 76th Street	At 1455 -- Handicapped Permit 5487;
West 104th Place	At 107 -- Handicapped Permit 5339;
West 104th Street	At 18 -- Handicapped Permit 5365;

Public Way	Area
West 109th Street	At 101 -- Handicapped Permit 5377;
West 112th Place	At 1228 -- Handicapped Permit 5468.

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

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Relocate Handicapped Parking Permit 4459 signs from 2334 North Cambridge Avenue to 1104 North Oakley Avenue.

SECTION 2. Removal of Handicapped Parking Permit 3465 signs at 8117 South Evans Avenue.

SECTION 3. Repeal ordinance passed June 28, 1989, page 3158, for Handicapped Parking Permit 3750 at 2309 South Hamlin Avenue.

SECTION 4. Repeal ordinance passed May 10, 1989, page 861, for Handicapped Parking Permit 4029 at 1655 West Irving Park Road (91-0419).

SECTION 5. Repeal Handicapped Parking Permit 4273 at 4853 South Lavergne Avenue (91-1710).

SECTION 6. Repeal handicapped parking signs at 1303 North Maplewood Avenue.

SECTION 7. Repeal Handicapped Parking Permit 4278 at 3006 South Quinn Street.

SECTION 8. Repeal Handicapped Parking Permit 1051 at 5933 South Richmond Street (91-0417).

SECTION 9. Relocation of Handicapped Parking Permit 3823 from 2044 North Tripp Avenue to 2314 North Mason Avenue.

SECTION 10. Removal of Handicapped Permit 4629 signs at 547 West 36th Street.

SECTION 11. This ordinance shall take effect and be in force from and after its passage and publication.

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the area indicated, during the hours specified:

Public Way

Limits And Time

North Oriole Avenue
(East side)

From West Talcott Avenue to West
Everell Avenue -- no parking
schools days -- 8:00 A.M. to 4:30
P.M. (91-0424).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Limitation Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the area indicated, during the hours specified:

Public Way

Limits And Time

South Hamlin Avenue
(West side)

From South Archer Avenue to the
first east-west alley south thereof
-- one-hour -- 6:00 A.M. to 6:00
P.M. -- Monday through Friday
(91-1701).

SECTION 2. This ordinance shall take effect and be in force hereinafter
its passage and publication.

Designation Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the
Municipal Code of Chicago, portions of the below named streets are hereby
designated as residential parking zones, for the following locations:

Street

Limits

South Ada Street

8900 block -- at all times -- Zone
253;

West Balmoral Avenue
(Both sides)

From North Pittsburgh Avenue to
North Cumberland Avenue -- at
all times -- extension to Zone 67;

West Barry Avenue
(Both sides)

From North Nottingham Avenue
to the first alley east of North
Harlem Avenue -- at all times --
extension to Zone 162;

West Beach Avenue
(Both sides)

From North Paulina Street to the
first alley west of North Ashland
Avenue -- at all times -- Zone 154;

West Berteau Avenue

Between North Lockwood Avenue
and North Long Avenue -- 9:00
A.M. to 2:00 P.M. -- Zone 341;

Street	Limits
West Bryn Mawr Avenue (North side)	Between North Cumberland Avenue and North Delphia Avenue -- at all times -- extension to Zone 67;
West Carmen Avenue (Both sides)	From North Long Avenue to North Lockwood Avenue -- 6:00 A.M. to 6:00 P.M. -- extension to Zone 101;
South Chappel Avenue (South side)	From the first alley east of South Chappel Avenue, on East 89th Street -- at all times -- Zone 356;
West Chestnut Street (Both sides)	From North Dearborn Street to the first alley east of North Dearborn Street -- at all times -- Zone 358;
North Claremont Avenue (Both sides)	From West Lawrence Avenue to West Ainslie Street -- at all times -- extension to Zone 92;
South Cornell Avenue (Both sides)	From the first alley north of 79th Street -- at all times -- Zone 135;
South Damen Avenue	From West 92nd Street to West 93rd Street -- at all times -- extension to Zone 12;
North Drake Avenue	From West Leland Avenue to the first alley south of West Lawrence Avenue -- at all times -- extension to Zone 107;
South East End Avenue (Both sides)	From the first alley north of 79th Street -- at all times -- Zone 135;
South Ellis Avenue (Both sides)	From East 72nd Street to the first alley north of South Chicago Avenue -- at all times -- Zone 269;

Street	Limits
West Fry Street	From North May Street to North Elston Avenue; and from the first north-south alley west of North Ogden Avenue -- 6:00 A.M. to 6:00 P.M. -- Zone 204;
West George Street (North side)	From the first alley west of North Pulaski Road to North Karlov Avenue -- at all times;
North Glenwood Avenue (West side)	From West Thorndale Avenue to West Elmdale Avenue -- at all times;
West Goethe Street (South side)	From North Wells Street to North LaSalle Street -- at all times -- Zone 348;
South Greenwood Avenue (Both sides)	From West 79th Street to West 80th Street -- at all times -- Zone 353;
West Gunnison Street (Both sides)	From North Sheridan Road to North Marine Drive -- at all times -- extension to Zone 79;
West Haddon Avenue	From North Leavitt Street to North Damen Avenue -- at all times -- Zone 168;
South Hale Avenue (East side)	From the first alley south of West 103rd Street to West 104th Street -- at all times -- extension to Zone 161;
South Hamilton Avenue (Both sides)	From West 36th Street to West 37th Street -- at all times -- Zone 152;
South Hamilton Avenue (Both sides)	From West 53rd Place to the dead end north thereof -- at all times -- Zone 152;
North Harding Avenue (Both sides)	Between West Avondale Avenue and West Waveland Avenue -- at all times -- Zone 90;

Street	Limits
North Harding Avenue (Both sides)	From West Ainslie Street to the first alley north of West Lawrence Avenue -- at all times -- extension to Zone 146;
South Hermitage Avenue	5100 block (west side) from the first alley south of West 51st Street to West 52nd Street; and (east side) from 100 feet south of West 51st Street to West 52nd Street -- at all times -- Zone 357;
South Hoyne Avenue (Both sides)	From West 36th Street to West 37th Street -- at all times -- Zone 152;
South Hoyne Avenue (Both sides)	From West 53rd Place to West 54th Street -- at all times -- Zone 357;
South Hoyne Avenue (Both sides)	From West 54th Street to West Garfield Boulevard -- at all times -- Zone 357;
South Indiana Avenue (Both sides)	From 9400 to 9600 -- at all times -- Zone 268;
South Keating Avenue (Both sides)	From West 53rd Street to railroad tracks south thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday -- Zone 4;
South Kilpatrick Avenue	From West 55th Street to the first alley north of West 55th Street -- Zone 4;
South Laramie Avenue (West side)	From the first alley south of South Archer Avenue to West 54th Street -- 7:00 A.M. to 4:30 P.M. -- extension to Zone 4;
North Latham Avenue (Both sides)	From West Forest Glen Avenue to North Lawler Avenue -- at all times -- extension to Zone 101;

Street	Limits
North Lawndale Avenue (Both sides)	From West Byron Street to the first alley south of West Irving Park Road -- at all times -- Zone 90;
South Leavitt Avenue (Both sides)	From West 36th Street to West 37th Street -- at all times -- Zone 152;
North Leoti Avenue	From North Minnetonka Avenue to North Ponchartrain Boulevard -- 8:00 A.M. to 10:00 A.M. -- extension to Zone 156;
North Lynch Avenue (West side)	From North Leavenworth Avenue to North Leonard Avenue -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday -- extension to Zone 227;
North Major Avenue	2100 block, from West Dickens Avenue to the first alley south of West Grand Avenue (east side); and from the first alley north of West Grand Avenue to West Palmer Street (both sides) -- at all times -- Zone 354;
North Mango Avenue	2100 block, from West Dickens Avenue to the first alley south of West Grand Avenue; and from the first alley north of West Grand Avenue to West Palmer Street -- at all times -- Zone 354;
North Mayfield Avenue (Both sides)	From West Midway Parkway to West Ohio Street -- at all times -- extension to Zone 19;
North McVicker Avenue (Both sides)	From the first alley north of West North Avenue to West Wabansia Avenue -- at all times -- extension to Zone 26;

Street	Limits
West Melvina Avenue (Both sides)	From West Wabansia Avenue to West Bloomingdale Avenue -- at all times -- extension to Zone 26;
South Merrimac Avenue (East side)	From West 62nd Street to the first alley north of West 63rd Street -- 3:00 P.M. to 10:00 P.M. -- Monday through Friday -- extension to Zone 9;
North Minnetonka Avenue	From North Caldwell Avenue to North Leoti Avenue -- 8:00 A.M. to 10:00 A.M. -- extension to Zone 156;
South Nashville Avenue (Both sides)	From West 63rd Street to the first alley north thereof -- at all times -- Zone 115;
North Navarre Avenue	From 6053 to 6057 -- at all times -- extension to Zone 49;
North Neva Avenue (Both sides)	From West Barry Avenue to West Wellington Avenue -- at all times -- extension to Zone 162;
North Neva Avenue (Both sides)	From West Barry Avenue to the first alley south of West Belmont Avenue -- at all times -- extension to Zone 162;
North Nettleton Avenue (East side)	From North Navarre Avenue to 125 feet south of North Navarre Avenue -- 7:00 A.M. to 10:00 A.M. -- extension to Zone 49;
North Newland Avenue (East side)	From West Bloomingdale Avenue to West Cortland Street -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday -- extension to Zone 26;
North Nottingham Avenue (Both sides)	From West Gunnison Street to West Strong Street -- at all times -- extension to Zone 178;

Street	Limits
South Nottingham Avenue (East side)	From West 63rd Place to the first alley north thereof -- at all times -- Zone 351;
West Oakdale Avenue (South side)	From North Ridgeway Avenue to the second alley east thereof -- at all times -- extension to Zone 141;
North Olcott Avenue (Both sides)	From 3501 to 3542 -- at all times -- extension to Zone 162;
North Oshkosh Avenue	From 6753 to 6759 -- at all times -- extension to Zone 8;
North Parkside Avenue (Both sides)	From West George Street to the first alley north of West Diversey Avenue -- at all times -- Zone 254;
North Parkside Avenue (Both sides)	From West Cornelia Avenue to West Addison Street -- at all times -- extension to Zone 162;
South Rutherford Avenue (Both sides)	From West 62nd Street to the first alley north of West 63rd Street -- at all times -- extension to Zone 351;
South Sacramento Avenue (West side)	From West 26th Street to West 28th Street -- at all times -- Zone 349;
South Sacramento Avenue (East side)	From Archer Avenue to Pope John Paul II Drive (west side) from the first alley south of Archer Avenue to Pope John Paul II Drive -- 6:00 A.M. to 6:00 P.M. -- Zone 203;
South Sangamon Street (Both sides)	From West 36th Street to the first alley south of West 35th Street -- at all times -- Zone 355;
North Sawyer Avenue (Both sides)	From West Byron Street to the first alley south of West Irving Park Road -- at all times -- Zone 114;

Street	Limits
North Sayre Avenue (Both sides)	Between West Higgins Avenue and West Balmoral Avenue -- at all times -- Zone 20;
North Sayre Avenue (Both sides)	Between West Gregory Street and West Higgins Avenue -- at all times -- Zone 20;
South Seeley Avenue (Both sides)	From West 36th Street to West 37th Street -- at all times -- Zone 152;
South Seeley Avenue (Both sides)	From West 53rd Place to West 54th Street -- at all times -- Zone 357;
North Springfield Avenue	From West Argyle Street to West Carmen Avenue -- at all times -- extension to Zone 283;
West Sunnyside Avenue	From North Central Park Avenue to North Lawndale Avenue -- at all times -- extension to Zone 107;
North Troy Street	From West Wellington Avenue to the Kennedy Expressway -- at all times -- extension to Zone 95;
South Troy Street (Both sides)	From 62nd Street to the first alley north of 63rd Street -- at all times -- extension to Zone 187;
South Wabash Avenue (Both sides)	From 9200 to 9400 -- at all times -- Zone 267;
East Walton Street (North side)	Between North Dearborn Street and North State Street -- permit parking -- 6:00 A.M. to 6:00 P.M. -- on all school days;
West Warwick Avenue (Both sides)	From North Kilpatrick Avenue to North Cicero Avenue to the first alley east thereof -- at all times -- extension Zone 94;

Street	Limits
South Winchester Avenue	From West 99th Street to West 100th Street -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday -- extension to Zone 12;
West 35th Place (Both sides)	From South Oakley Avenue to the first alley west thereof -- at all times -- Zone 279;
West 36th Street (North side)	From South Sangamon Street to the first alley west thereof -- at all times -- Zone 356;
West 37th Street (North side)	From South Damen Avenue to South Leavitt Street -- at all times -- Zone 152;
West 46th Street (Both sides)	From the first alley east of South Pulaski Road to South Harding Avenue -- at all times -- Zone 258;
West 48th Street (North side)	From North Campbell Avenue to the first alley west of South Western Avenue -- at all times -- Zone 252;
West 50th Street (Both sides)	From South Karlov Avenue to the first alley west thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday -- Zone 36;
West 51st Street (South side)	From South Springfield Avenue to South Harding Avenue -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday -- Zone 37;
West 53rd Place (Both sides)	From South Hoyne Avenue to the dead end west of South Hamilton Avenue -- at all times -- Zone 357;
West 53rd Street	From South Keating Avenue to the first alley west thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday -- extension to Zone 4;

Street	Limits
West 56th Place (Both sides)	From South Pulaski Road to South Springfield Avenue -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday -- Zone 352;
West 56th Street (South side)	From South New England Avenue to the first alley (extended) west thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday -- Zone 11;
West 74th Street (North side)	From South Union Avenue to the first alley west thereof -- at all times;
East 85th Street (North side)	South Jeffery Boulevard west to South Euclid Avenue -- at all times -- Zone 356.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Amend residential permit parking Zone 175 which reads:

"West Barry Avenue (north side) from North Mobile Avenue to North Narragansett Avenue"

by striking:

"North Mobile Avenue to North Narragansett Avenue"

and inserting:

"from 6300 to 6340 at all times".

SECTION 2. Repeal residential permit parking Zone 144 on North Kostner Avenue (both sides) from West Foster Avenue to West Carmen Avenue.

SECTION 3. Repeal residential permit parking Zone 57 on North Menard Avenue from West Carmen Avenue to the first alley north of West Higgins Avenue -- only.

SECTION 4. Removal of residential permit parking Zone 255 signs on North Newcastle Avenue from West Schubert Avenue to West Wrightwood Avenue -- at all times.

SECTION 5. Amend ordinance passed November 29, 1989, pages 8313 -- 8316 by striking:

"North Parkside Avenue (both sides) from West Altgeld Street to West Fullerton Avenue -- at all times -- Zone 254".

SECTION 6. Amend ordinance passed November 29, 1989, page 8315, related to North Parkside Avenue (both sides) by striking:

"between West Fullerton Avenue and West Altgeld Street"

and inserting:

"between the first alley north of West Fullerton Avenue to 2432 North Parkside Avenue -- at all times -- Zone 254".

SECTION 7. Removal of residential permit parking Zone 10 signs on West Patterson Avenue (both sides) from 5700 to 5719.

SECTION 8. Amend residential permit parking Zone 8 signs on North Olmsted Avenue, in 6700 block by striking:

"from 8:00 A.M. to 6:00 P.M."

and inserting in lieu thereof:

"at all times".

SECTION 9. Removal of residential permit parking Zone 31 signs on South Seeley Avenue (both sides) from West 33rd Street to West 34th Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday.

SECTION 10. Amend residential permit parking Zone 26 which reads:

"North Normandy Avenue (both sides) from the first east-west alley north of West North Avenue to West Wabansia Avenue -- at all times"

by extending the zone to include West Wabansia Avenue (south side) from North Normandy Avenue to the first alley east of North Normandy Avenue.

SECTION 11. Removal of residential permit parking Zone 268 on West 95th Street (north side) from South Michigan Avenue to South Indiana Avenue -- at all times.

SECTION 12. Removal of residential permit parking Zone 268 on West 96th Street (both sides) from South Michigan Avenue to South Indiana Avenue -- at all times.

SECTION 13. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drive/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, a portion of the below named street is hereby designated as a diagonal parking/service drive, for the following location:

Street	Limits
North Knox Avenue (East side)	From Palmer Street to a point approximately 200 feet north thereof -- service drive/diagonal parking (91-0502).

SECTION 2. This ordinance shall take effect and be in force from its passage and publication.

ESTABLISHMENT OF SPEED LIMITATION ON PORTION
OF SOUTH COLUMBUS DRIVE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 12, 1991) a proposed ordinance for a speed limitation on portion of South Columbus Drive, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 12, Section 070 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Street	Limits And Speed
South Columbus Drive (Southbound)	From East Balbo Drive to East Roosevelt Road -- 30 miles per hour (91-0301).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF TRAFFIC LANE TOW-AWAY ZONES
ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (September 12, 1990, March 15 and April 12, 1991) proposed ordinances to establish traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones; between the limits and during the times, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said routes:

Public Ways

Limits And Times

South Knox Avenue
(East side)

From West 60th Street to a point
349 feet south thereof -- at all
times (91-0239);

South Narragansett Avenue
(East side)

From a point 92 feet south of West
56th Street, to a point 156 feet
south thereof -- at all times (public
benefit) (90-1223);

West Wacker Drive (Lower level)
(South side)

From a point 170 feet east of North
LaSalle Street, to a point 60 feet
east thereof -- loading zone/tow-
away zone -- at all times (91-0397);

West 56th Street
(South side)

From South Narragansett Avenue
to the first alley east thereof -- at
all times (public benefit) (90-1222).

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

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING
SIGNS AND TRAFFIC CONTROL SIGNALS ON
PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following
report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred
(April 25, June 27, October 31, 1990, February 6, March 15 and April 12,
1991) proposed orders for traffic warning signs and traffic control signals,
begs leave to recommend that Your Honorable Body do *Pass* the proposed
substitute ordinances and proposed substitute order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute ordinances and proposed substitute order 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said ordinances and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

*Erection Of Traffic Warning Signs
And Traffic Control Signals.*

Ordered, That the Commissioner of Public Works be and he is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street	Type Of Sign
Stopping South Berkeley Avenue for West 42nd Place	"Two-Way Stop" signs (91-0439);
Stopping north and south traffic on North Broadway at West Cornelia Avenue	"Two-Way Stop" signs (91-0342);

Street	Type Of Sign
Stopping West Cornelia Avenue for North Oconto Avenue	"Two-Way Stop" signs (91-0330);
North Damen Avenue and West Berwyn Avenue	"All-Way Stop" signs;
South East End Avenue and East 74th Street	"All-Way Stop" signs (91-0303);
South Emerald Avenue and West 43rd Place	"All-Way Stop" signs;
Stopping West Estes Avenue for North Francisco Avenue	"One-Way Stop" sign (91-0176);
North Fairfield Avenue and West Thorndale Avenue	"All-Way Stop" signs (91-0336);
Stopping West Hollywood Avenue for North Karlov Avenue	"Two-Way Stop" signs (91-0332);
Stopping West Hollywood Avenue for North Kedvale Avenue	"Two-Way Stop" signs (91-0334);
Stopping West Hollywood Avenue for North Keystone Avenue	"Two-Way Stop" signs (91-0333);
Stopping South Keating Avenue for West 86th Street	"Two-Way Stop" signs (91-0149);
Stopping South Kedvale Avenue for West 27th Street	"Stop" signs (91-0057);
Stopping North Kilpatrick Avenue for West Belden Avenue	"One-Way Stop" signs (91-0323);
Southeast and southwest corners of North Lamon Avenue and West Montrose Avenue	"No Right Turn -- 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" signs;
North Laverne Avenue and West Nelson Avenue	"All-Way Stop" signs (91-0322);

Street	Type Of Sign
North Lincoln Avenue at 2330 -- pedestrian crossing (private benefit for Children's Memorial Hospital)	Automatic traffic control signal (91-0136);
North Linder Avenue and West Leland Avenue	"All-Way Stop" signs (91-0345);
North Lotus Avenue and West Barry Avenue	"All-Way Stop" signs (91-0327);
North Mango Avenue and West Seminole Street	"All-Way Stop" signs (91-0344);
North Maplewood Avenue and West North Shore Avenue	"All-Way Stop" signs (91-0174);
North Marmora Street and West Belden Avenue	"All-Way Stop" signs (91-0349);
Stopping North Menard Avenue for East Erie Street	"Stop" signs (91-0340);
North Menard Avenue and West George Street	"All-Way Stop" signs (91-0331);
Stopping South Michigan Avenue for East 86th Street	"Stop" signs (91-0304);
North Mobile Avenue and West Berwyn Avenue	"All-Way Stop" signs (91-0356);
Southeast and southwest corners of West Montrose Avenue and North Lamon Avenue	"No Left Turn -- 4:00 P.M. To 6:00 P.M. -- Monday Through Friday" signs (91-0403);
North Natchez Avenue and West Palmer Street	"All-Way Stop" signs (91-0328);
North Natoma Avenue and West Argyle Street	"All-Way Stop" signs (91-0343);
North Newcastle Avenue and West Altgeld Street	"All-Way Stop" signs (91-0350);

Street	Type Of Sign
Stopping South Normal Avenue for West 46th Place	"Two-Way Stop" signs (91-0311);
South Perry Avenue and West 113th Street	"All-Way Stop" signs (91-0440);
North Ridgeway Avenue and West Schubert Avenue	"All-Way Stop" signs (91-0325);
East/westbound traffic on West Roscoe Street at North Oconto Avenue	"Stop" signs (91-0329);
Stopping North Sacramento Avenue for West Ardmore Avenue	"Stop" signs (91-0337);
South St. Lawrence Avenue and East 82nd Street	"All-Way Stop" signs (91-0305);
South Sawyer Avenue and West 50th Street	"All-Way Stop" signs (91-0315);
Stopping South Stewart Avenue for West 72nd Street	"Two-Way Stop" signs (91-0316);
Stopping South Throop Street for West 84th Street	"Stop" signs (91-0156);
Westbound traffic on West Touhy Avenue at North Osceola Avenue	"No Left Turn -- 7:00 A.M. To 9:00 A.M. And 2:00 P.M. To 4:00 P.M. -- Monday Through Friday" signs (91-0260);
Stopping east/westbound traffic on West Wellington Avenue at North Odell Avenue	"Two-Way Stop" signs (91-0163);
Stopping West 32nd Street for South Harding Avenue	"Stop" signs (90-1517);
Stopping West 38th Place for South Washtenaw Avenue	"Stop" signs (91-0312);
West 52nd Street and South Menard Avenue	"All-Way Stop" signs (90-485);

Street	Type Of Sign
Stopping West 52nd Street for South Ridgeway Avenue	"Two-Way Stop" signs (90-787);
Stopping East 85th Street for South Michigan Avenue	"Stop" signs (91-0306);
Stopping East 88th Street for South St. Lawrence Avenue	"Stop" signs (91-0308);
Stopping West 110th Place for South Perry Avenue (east leg)	"Stop" signs (91-0326).

Erection Of Traffic Closure Signs.

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to close to traffic signs at the following location:

Street	Limits
In the alley behind 6520 -- 6526 North California Avenue	Close to traffic from 11:45 A.M. to 12:15 P.M. and also from 3:00 P.M. to 3:15 P.M. -- on all school days (91-0404).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Installation Of Through Traffic Prohibited Signs.

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to cause the installation of through traffic prohibited signs on portion of designated alley as follows:

Street	Limits
First east-west	Alley north of West 45th Street, from South Artesian Avenue to South Rockwell Street (91-0511).

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

ESTABLISHMENT OF "NO CRUISING ZONE" AND
AUTHORIZATION TO ERECT APPROPRIATE
SIGNS ON PORTION OF NORTH
HARLEM AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 12, 1991) a proposed ordinance to establish a "No Cruising Zone" on portion of North Harlem Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 9-80-213 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as a "No Cruising Zone"; and further, pursuant to said section, the Commissioner of Public Works shall authorize the erection of "No Cruising Zone" signs at the beginning and end of the public way determined as such:

Public Way	Limits
North Harlem Avenue	From West Grand Avenue to West Addison Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

ESTABLISHMENT OF WEIGHT LIMITATIONS ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 12, 1991) proposed ordinances to establish the allowable weight limit of trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 72, Section 030 of the Municipal Code of the City of Chicago, the maximum weight limit permitted to be carried by any truck or commercial vehicle upon the following public ways between limits indicated (except for the purposes of delivering or picking up material for merchandise) shall be as follows:

Public Way	Limits And Maximum Load
West Albion Avenue	From North Damen Avenue to North Seeley Avenue -- no trucks over 5 ton gross weight (91-0408);
East 108th Street	From South Cottage Grove Avenue to South Langley Avenue -- 5 tons (91-0407).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Laurino moved to *Concur* In the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (March 29, 1989, June 7, 27, July 31, September 12, October 3, 18, 31, November 7, 14, 28, December 19, 1990, January 11, February 6, March 15, April 12, May 9, 22 and June 12, 1991) concerning traffic regulations and traffic signs, et cetera as follows:

Parking Prohibited At All Times:

South Artesian Avenue	At 5244;
South Avalon Avenue	At 7918;
South Bell Avenue	At 6555;
West Belmont Avenue	At 5072;
West Belmont Avenue	At 3415 (east to the corner) (91-0390);
North Bingham Street	At 2124;
South Blackstone Avenue	At 5120;
South Carpenter Street	At 3321;
North Clark Street	At 1601;
South Clyde Avenue	At 9542;
West Congress Parkway	At 3332;
South Constance Avenue	At 8329;

West Cornelia Avenue	At 4931;
South Drexel Avenue	At 4615;
South Elizabeth Street	At 9324;
South Emerald Avenue	At 10115;
West Estes Avenue	At 2809;
West Farwell Avenue	At 1441;
West Fillmore Street	At 3919;
South Forrestville Avenue	At 4936;
South Green Street	At 6609;
South Hoxie Avenue	At 10317;
North Hoyne Avenue	At 1707;
West Iowa Street	At 5839;
North Keeler Avenue	At 2244;
North Kenmore Avenue	At 4802;
North Kimball Avenue	At 2150;
North Leavitt Street	At 2234;
South Loomis Street	At 2933;
North Linden Place	At 2520;
South Major Avenue	At 5928;
South May Street	At 5346;
West Medill Avenue	At 3571;
North Menard Avenue	At 2854;
North Narragansett Avenue	At 4251;
North Newland Avenue	At 5440;

West Potomac Avenue	At 2605;
West Rice Street	At 4930;
South Richmond Street	At 5820;
South Richmond Street	At 5820;
South Richmond Street	At 5559;
North Ridgeway Avenue	At 2526;
West Roosevelt Road	At 4200 -- 4258;
South Sacramento Avenue	At 2319;
North Spaulding Avenue	At 1722;
South Vernon Avenue	At 7223;
South Wabash Avenue	At 10631 (91-0213);
South Wallace Street	At 3322;
West Washtenaw Avenue	At 3748;
North Wolcott Avenue	At 1931;
West 31st Street	At 933;
West 34th Place	At 1921;
West 54th Place	At 2141;
West 57th Street	At 3645;
East 71st Place	At 1322;
East 87th Street	At 525;
West 95th Street	At 246;
East 107th Street	At 545;
West 109th Place	At 24;

West 119th Street

On west edge of alley at 2000 west, just west of the railroad right-of-way (Metra) north of West 119th Street running the length of alley for 625 feet -- northerly (91-0392).

Parking Prohibited During Specified Hours.

South Menard Avenue

From 60 feet south of West Arthington Street to 210 feet south thereof -- 8:00 A.M. to 7:00 P.M. -- Monday through Friday (91-0274);

South State Street
(West side)

Between 121st and 122nd Streets -- 8:00 A.M. to 10:00 A.M. -- Sunday through Saturday (91-0437).

Loading Zone:

North Ashland Avenue

At 749, 751 and 753 -- 8:30 A.M. to 6:00 P.M. -- Monday through Friday (91-0367).

Single Direction:

"T" Alley between Dr. Martin Luther King, Jr. Drive

And Calumet Avenue; 79th Street is north boundary, 80th Street is south boundary -- westerly (91-0413).

Residential Parking:

South Constance Avenue
(Both sides)

For the 7900 block -- at all times;

North Desplaines Street
(West side)

Between West Grand Avenue and West Hubbard Street -- at all times;

South Federal Street	Between West Roosevelt Road and West 15th Street -- at all times;
South Greenwood Avenue (Both sides)	For the 7900 block -- at all times;
South Hamlin Avenue (West side)	From the first alley south of South Archer Avenue to West 49th Street;
South Harper Avenue	For the 9000 block -- 6:00 P.M. to 6:00 P.M. -- Sunday through Saturday;
South Hoyne Avenue (Both sides)	At 5300 block -- at all times;
North Linder Avenue (East side)	From the first alley north of West Belmont Avenue to West Melrose Street -- at all times;
North Mason Avenue	From Division Street to North Avenue -- at all times;
South Merrimac Avenue (West side)	From West 63rd Street to the first alley north thereof;
North Oshkosh Avenue	At 6357 to 6759 -- at all times;
North Parkside Avenue	At 2024 through 2100 -- at all times;
South Perry Avenue (Both sides)	For the 8000 block, from 80th and South Perry, south to 81st and South Perry -- at all times;
South Plymouth Court (West side)	Between West Roosevelt Road and West 15th Street -- at all times
West Talcott Avenue	For the 6900 block -- at all times;

West Thomas Street
(Both sides)

For the 4400 block of the 4500 block of West Thomas beginning at North Kolmar Avenue extending 100 feet east (south side) of West Thomas Street beginning at North Kilbourn Avenue extending 100 feet west and the east side of the 1000 block of North Kilbourn Avenue beginning at West Thomas Street extending to the first alley north of West Thomas Street -- 6:00 P.M. on Fridays until 9:00 P.M. on Sundays;

West 13th Street
(North side)

Between South Plymouth Court and South Federal Street -- at all times;

West 14th Street
(Both sides)

Between South Plymouth Court and South Federal Street -- at all times;

East 85th Street
(Both sides)

From South Euclid Avenue to South Jeffery Boulevard -- 6:00 A.M. to 12:00 Noon -- Monday through Friday.

Traffic Lane Tow-Away Zones:

East Hyde Park Boulevard
(In alley rear of)

At 1145 -- 1147 to be posted on the west side of the alley opposite entrance -- at all times -- (91-0097);

North Ravenswood Avenue

West roadway (west side) of street from Grace to Irving Park Road -- at all times -- (91-0382);

West Superior Street

At 824 -- 7:30 A.M. to 6:00 P.M. -- Monday through Saturday (91-0391).

"Do Not Enter" Signs:

South Leavitt Street

At West 36th Street (90-1075);

North Oakley Avenue

86th Street
(Inner service drive)

At West Montana Street (91-0428);

And South Cottage Grove Avenue;
and the inner service drive at 85th
and South Cottage Grove Avenue
(91-0294).

"Slow -- Children Playing" Signs:

South Claremont

At 9300 block (91-0433).

Traffic Warning Signs:

(September 20, 1990) "Stop" sign -- north/southbound traffic on Kedzie Avenue at West Wabansia Avenue and Cortland Street (90-1167);

(April 12, 1991) "Three-Way Stop" sign -- West School Street and North Ozanam Avenue (91-0351);

(December 19, 1990) "Stop" sign -- north/southbound traffic on North Sheffield Avenue at West Altgeld Street -- (91-1843);

(March 15, 1991) "Stop" sign -- east/westbound traffic on West 59th Street at South Nordica Avenue -- "Stop" sign (91-0151);

(March 15, 1991) "Stop" sign -- 6200 South Lawndale Avenue (91-0146).

Amend Parking Prohibited At All Times:

Amend ordinance passed March 21, 1990, pages 13468 -- 13473 by striking:
"North Cambridge Avenue at 2334 -- Handicapped Permit 5667";

Removal at 2933 South Loomis Street -- handicapped sign;

Removal at 2976 South Lyman Street -- Handicapped Permit 5771;

Amend ordinance passed March 2, 1982, pages 9782 -- 9784 by striking:
"South Maplewood Avenue (west side) from a point 40 feet north of West 60th Street to a point 25 feet north thereof -- Handicapped Permit 363";

Removal at 4842 North Monticello Avenue -- handicapped sign;

Amend ordinance by striking: "3612 North Newland Avenue -- Handicapped Permit 3155";

Removal at 3339 South Wallace Street -- Handicapped Permit 5770.

Amend Parking Prohibited During Specified Hours:

Amend ordinance by striking:

"1635 North Damen Avenue (90-1253)";

Removal of North Sheridan Road between West Irving Park Road and West Leland Avenue (91-0047).

Amend Residential Parking:

Amend ordinance by striking:

"South Chappel Avenue, from East 73rd Street, to East 74th Street -- all day -- Monday through Friday, 8:00 A.M. to 10:00 A.M. and 6:00 P.M. to 12:00 Midnight -- Zone 44"

and inserting:

"South Chappel Avenue, from East 73rd Street to East 74th Street -- at all times -- Zone 44";

Amend ordinance passed November 29, 1989, pages 8313 -- 8316 by striking:

"North Parkside Avenue (both sides) from West Altgeld Street to West Fullerton Avenue -- at all times -- Zone 254";

Amend ordinance by striking:

"West 48th Street (both sides) from the first alley west of South Pulaski Road to South Komensky Avenue -- at all times";

Amend ordinance by striking:

"East 74th Street (south side) from South Jeffery Boulevard to South Chappel Avenue -- all days Monday through Friday, 8:00 A.M. to 10:00 P.M. and 6:00 P.M. to 12:00 Midnight";

and inserting:

"East 74th Street (south side) at all times -- Zone 44.

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

COMMITTEE ON TRANSPORTATION AND
PUBLIC WAY.

AMENDMENT OF TITLES 7 AND 9 OF MUNICIPAL CODE OF
CHICAGO BY FURTHER REGULATING OPERATION
OF HORSE-DRAWN CARRIAGES
ON PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 July 22, 1991) amending Sections 7-12-260, 9-48-040 and 9-108-180 of the Municipal Code of Chicago, and adding a new Section 9-108-250, all relating to horse-drawn carriages.

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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 7-12-260 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

7-12-260. No horse licensed under Section 7-12-220 may be used to draw a carriage licensed under Chapter [9-78] 9-108 of the municipal code unless the following requirements are met:

* * * * *

(d) The horse must be examined, not less than every three months, by a veterinarian, who shall certify the fitness of the animal to perform such work. [The horse must be immunized against Equine Infectious Anemia.] The driver of a horse-drawn carriage licensed under Chapter [9-78] 9-108 of the municipal code must have a veterinarian's certificate for such examination and immunization in his or her possession at all times such carriage is in operation. A copy of such certificate shall be filed with the executive director.

* * * * *

SECTION 2. Section 9-48-040 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

9-48-040. (a) No horse-drawn carriage shall make a left turn from any street other than a one-way street unless such turn is expressly authorized by [permit or ordinance.] *permit, ordinance or route designation by the commissioner of public works.*

(b) The driver of a horse-drawn carriage shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers other than at a designated carriage stand [except in the case of an emergency or as provided in a permit issued pursuant to Section 9-48-020(b).] *except:*

(i) in the case of an emergency; or (ii) as provided in a permit issued pursuant to Section 9-48-020(b); or (iii) if a carriage stand is fully occupied, a driver may stop to unload passengers to the front or rear of the stand, but in no event more than 25 feet from nearest boundary of the stand, and without obstructing any traffic lane, intersection or crosswalk, and only for the period of time necessary to unload passengers.

(c) Whenever stopping to load or unload passengers, the driver of a horse-drawn carriage shall stop the carriage parallel to the curb, with the curbside wheels no more than 12 inches from the curb.

SECTION 3. The Municipal Code of Chicago is hereby amended by deleting existing Section 9-108-180 and inserting a new Section 9-108-180, as follows:

9-108-180. (a) If any licensee under this chapter violates any provision of this chapter or any rule or regulation promulgated hereunder, the commissioner may seek revocation of the licensee's license, suspend the license for a period not to exceed 30 days, or impose a fine on the licensee, in accordance with the procedures described in this section.

(b) The commissioner shall specify by rule the penalties for specific violations of this chapter and the rules and regulations promulgated hereunder. Penalties may include a minimum and maximum length of suspension, amount of fine or both.

(c) Before imposing any penalty, the commissioner shall notify the licensee of the specific charges against him and of his right to a hearing. Notice shall be served either in person or by first class mail, return receipt requested, sent to the licensee at his place of business. If the licensee, within seven days after receipt of the notice, requests a hearing, the commissioner shall convene a hearing on the charges within 30 days after the request. The commissioner shall notify the licensee of the time, date and place of the hearing not less than 10 days prior thereto. The commissioner, or his designee, shall conduct the hearing in accordance with rules and regulations promulgated for that purpose. The licensee shall have the right to examine witnesses and introduce evidence in his behalf, and may be represented by counsel. The final order in the hearing shall be in writing, and shall indicate those charges, if any, of which the commissioner has found the licensee guilty and the penalties therefor. An order imposing a penalty may be appealed by the licensee to the mayor's license commission.

(d) The commissioner may file charges before the mayor's license commission seeking the revocation of license under this chapter. Following a hearing conducted in accordance with its rules, the commission shall determine whether revocation is warranted or a lesser penalty, if any, should be imposed.

SECTION 4. Chapter 9-108 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-108-250, as follows:

9-108-250. If a fine is imposed on a licensee for violation of this chapter or any rule or regulation promulgated hereunder, the licensee shall not operate a horse-drawn carriage until the fine is completely paid.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and approval.

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

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 July 22, 1991) 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.

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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is in the best interest of the City to facilitate the development of state-of-the-art telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified not-for-profit entities who have requested permission to construct, maintain and operate not-for-profit telecommunications networks, consisting substantially of fiber optic cables, in the public ways to facilitate communications among related entities; and

WHEREAS, Northwestern Technologies Group ("Grantee"), an Illinois partnership jointly owned by Northwestern University (the "University") and by Northwestern Memorial Hospital (the "Hospital" and, together with the University, the "Venturers"), has been established to provide telecommunications services to the Venturers and certain related entities along a private telecommunications network at cost and not-for-profit or with the objective of generating profits; and

WHEREAS, Pursuant to the ordinances adopted by the City Council on June 5, 1987 and January 27, 1988, respectively, the City has previously authorized the University and the Grantee to construct, maintain and operate private telecommunications facilities, consisting primarily of copper cables in the public ways (the "Prior Ordinances"); and

WHEREAS, Each of the Hospital and the University wish to assign their authority to construct, operate and maintain such existing private telecommunications facilities (including footage not previously authorized by Ordinance to be located in the City's public ways) to the Grantee and Grantee wishes to include its existing system in an expanded telecommunications network; and

WHEREAS, Grantee wishes to construct, upgrade, maintain and operate a two-way high-speed private telecommunications network along certain portions of the public ways of the City, which telecommunications system will be used solely to further the tax-exempt purpose of one or the other of the Venturers or to further the tax-exempt purposes of such related entities and not for sale, resale, exchange or lease to parties not so related nor with the objective of generating profit; and

WHEREAS, In order to maintain, operate and upgrade its (and the Venturers') existing private telecommunications network and to construct, install, operate and maintain an expanded private telecommunications network and offer telecommunications services on such network to further the tax-exempt purposes of the Venturers and related entities, the aforesaid Grantee must place conduits, cables and associated telecommunications facilities in certain of the "public ways" (as herein defined) of the City; and

WHEREAS, The City and the Grantee have reached an agreement as to the terms under which Grantee will be permitted to use certain portions of the streets and public ways of the City to construct, install, operate and maintain its private telecommunications network; and

WHEREAS, Grantee and the City are willing to enter into an agreement in substantially the form attached hereto as Exhibit A, upon approval of the form of such agreement by ordinance of this City Council; now, therefore,

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

SECTION 1. Subject to approval of the Corporation Counsel as to form and legality, the Mayor, the Commissioner of the Department of General Services and the Commissioner of the Department of Public Works are authorized to execute, on behalf of the City, and the City Clerk is authorized to attest to, a not-for-profit telecommunications use agreement between the City and the Grantee and the Venturers, substantially in the form attached hereto as Exhibit A (the "Agreement"), subject to such changes as may be approved by the Mayor, the Commissioner of General Services and the Commissioner of Public Works. Only upon execution of the Agreement by the authorized officials of the City and the Grantee shall Grantee be authorized to construct, maintain and operate its private telecommunications network, consisting substantially of fiber optic cables, in the public ways of the City pursuant to the terms of such Agreement in order to provide certain telecommunications services among its affiliates and certain related entities in the City.

SECTION 2. Upon execution of the Agreement in final form by all parties, the Commissioner of General Services is hereby directed and authorized to reduce compensation payable to the City under the Prior Ordinances to the extent such compensation is attributable to the use of the City's public ways for telecommunications purposes. Such Commissioner is authorized to determine, where necessary, a reasonable allocation of such

compensation between telecommunications purposes and other purposes in order to effect such reduction.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

SECTION 4. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in force from and after its passage.

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

Exhibit "A".

Not-For-Profit Private

Telecommunications Network Use Agreement

Between

City Of Chicago, Illinois

And

Northwestern Technologies Group.

This Not-For-Profit Private Telecommunications Network Use Agreement (the "Agreement"), dated as of _____, 1991 (the "Effective Date") by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois and Northwestern Technologies Group, an Illinois partnership (the "Grantee") owned jointly by Northwestern University and Northwestern Memorial Hospital (collectively the "Venturers"):

Witnesseth:

Whereas, It is in the best interest of the City of Chicago to facilitate the development of state-of-the-art telecommunications serving the City; and

Whereas, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for telecommunications; and

Whereas, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified not-for-profit entities who have requested permission to cause the construction, maintain and operate not-for-profit telecommunications networks, consisting substantially of fiber optic cables, in the public ways to facilitate communications among related entities; and

Whereas, Northwestern Technologies Group ("Grantee"), an Illinois partnership jointly owned by Northwestern University and by Northwestern Memorial Hospital (the "Venturers"), has been established to provide Interoffice Telecommunications Services to the Venturers and certain related entities along a private network at cost and not-for-profit or with the objective of generating profits; and

Whereas, Pursuant to the ordinances adopted by the City Council on June 5, 1987 and January 27, 1988, respectively, the City has previously authorized the University, and the Grantee to construct, maintain and operate private telecommunications facilities, consisting primarily of copper cables in the public ways (the "Prior Ordinances"); and

Whereas, Each of the Hospital and the University wish to assign their authority to construct, operate and maintain such existing private telecommunications facilities (including footage not previously authorized by Ordinance, to be located in the City's public ways) to the Grantee and Grantee wishes to include its existing system in an expanded telecommunications network; and

Whereas, Grantee wishes to construct, upgrade, maintain and operate a two-way high-speed private telecommunications network along certain portions of the public ways of the City, which telecommunications network will be used solely to further the tax-exempt purpose of one or the other of the Venturers or to further the tax-exempt purposes of such related entities and not for sale, resale, exchange or lease to parties not so related nor with the objective of generating profit; and

Whereas, In order to maintain, operate and upgrade an existing private telecommunications network and to construct, install, operate and maintain an expanded private telecommunications network and offer telecommunications services on such network to further the tax-exempt

purposes of the Venturers and related entities the aforesaid Grantee must place conduits, cables and associated telecommunications facilities in certain of the "public ways" (as herein defined) of the City; and

Whereas, The City and the Grantee have reached an agreement as to the terms under which Grantee will be permitted to use certain portions of the streets and public ways of the City to construct, install, operate and maintain its private telecommunications network; and

Whereas, The form of such agreement has been approved by an ordinance adopted by the City Council of the City on _____, 1991;

Now, Therefore, It is hereby agreed by the parties hereto as follows:

Section 1. Definitions.

1.1 "Affiliates" shall mean a person or organization which is related to either Venturer for purposes of unrelated business income determinations made in accordance with Sections 511 through 514 of the Internal Revenue Code and corresponding regulations, case law and Internal Revenue Service rulings. All Affiliates contemplated to receive Telecommunications Services through Grantee's System are listed in (Sub)Exhibit 1, as amended from time to time. A person or organization will be deemed to be "related to either Venturer for purposes of unrelated business income determinations" if such person or organization is affiliated with either Venturer and any payments, direct or indirect, related to the provision of Services to such person or organization would not be treated as gross income derived from an unrelated trade or business by the United States Internal Revenue Service.

1.2 "Annual Fee" shall mean the amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six Dollars (\$6.00) per lineal foot which the Authorized Routes occupy in the Public Ways. Subject to Section 3.4 hereof, in calculating the Fee, the number of lineal feet of Authorized Routes is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways.

1.3 "Authorized Routes" shall mean the lineal routes within specified Public Ways which Grantee is authorized to use, subject to the requirements and limitations of this Agreement consisting of the Existing Footage and the New Footage, all as set forth in (Sub)Exhibit 2 attached hereto and made a part hereof. The Existing Footage and the boundaries for the New Footage are further depicted on the map set forth in (Sub)Exhibit 3.

1.4 "Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Section 4-48 of the Code in order to operate, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3) incidental subscriber interaction required for the selection of such programming and information.

1.5 "Code" shall mean the Municipal Code of Chicago (1990), as amended from time to time.

1.6 "Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's Interoffice Telecommunications network. A Contractor may be an Affiliate.

1.7 "Compensation Year" shall mean a period beginning on _____ and ending on the succeeding _____.

1.8 "Existing Footage" shall mean the 16,020 linear feet in the Public Ways that Grantee's Network occupied along the Authorized Routes prior to adoption of the Ordinance, as described in Subsection I of (Sub)Exhibit 2. The Existing Footage includes the Existing Unauthorized Fiber Footage, the Existing Authorized Copper Footage and the Existing Unauthorized Copper Footage, as further defined below:

"Existing Authorized Copper Footage" shall mean the 1,023 linear feet in the Public Ways consisting largely of copper cables which was previously authorized to be used for telecommunications purposes by the Hospital, the University or the Grantee, pursuant to ordinance by the City, as described in Subsection I(B) of (Sub)Exhibit 2.

"Existing Unauthorized Copper Footage" shall mean the 475 linear feet in the Public Ways that Grantee's Network occupied along the Authorized Routes prior to adoption of the Ordinance and never previously authorized by the City, as described in Subsection II(C) of (Sub)Exhibit 2.

"Existing Unauthorized Fiber Footage" shall mean the 14,522 linear feet, consisting substantially of fiber optic cables, in the Public Ways that Grantee's Network occupied along the Authorized Routes

prior to adoption of the Ordinance, as described in Subsection I(A) of (Sub)Exhibit 2.

1.9 "Hospital" shall mean Northwestern Memorial Hospital, an Illinois not-for-profit organization having its principal address at 250 East Superior Street, Chicago, Illinois 60611.

1.10 "Indemnifying Parties" shall mean collectively Grantee and the Venturers.

1.11 "Interoffice Telecommunications Services" or "Services" shall mean the transmission of primarily networked communications signals (including the collection, storage, forwarding, private switching and delivering of such signals point-to-point between separate locations within the Network, provided that the term "Services" shall include: (i) the provision of programming and other services that would constitute Grantee as a Cable Television System, (ii) the sale, resale, lease or exchange of telecommunications facilities or services to or with Third Parties or (iii) the operation of a public switched network. The term "Services", as used herein, shall include the transmission and distribution of educational, audio and visual programming and other services described in Section 2.1.3. The limitation concerning "operation of a public switched network", as used herein, shall not preclude, restrict or limit interconnection of the Grantee's network to any public switched telephone network of other facility operated by a telecommunication carrier authorized by the State of Illinois and the City to operate such public switched network or facilities in the City.

1.12 "Network Service Area" shall mean the area described in Exhibit 2 and depicted in (Sub)Exhibit 3.

1.13 "New Footage" shall mean the 576 linear feet which Grantee is authorized to construct, operate and maintain along the Authorized Routes, as described in Subsection II of (Sub)Exhibit 2.

1.14 "Not-For-Profit Private Telecommunications Network" or "Network" shall mean a private network designed and operated by Grantee solely to provide Interoffice Telecommunications Services to the Venturers and the Affiliates for their use and not with the intent of generating profits, which Network uses electromagnetic, including light transmission, including all instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services and related appurtenances; provided that no portion of Grantee's Network shall also constitute (i) all or any portion of a Cable Television System, (ii) a public switched network, or (iii) be used to sell, resell, lease or exchange Services or facilities to or with Third Parties.

1.15 "Ordinance" shall mean the Ordinance adopted by the City Council on _____, 1991 authorizing the execution of the Agreement by the Mayor, the Commissioner of the Department of General Services, the Commissioner of the Department of Public Works and the City Clerk of the City.

1.16 "Past Compensation" shall mean the amounts to be paid by Grantee in settlement for use of the Existing Unauthorized Fiber Footage and the Existing Unauthorized Copper Footage for its Network prior to the execution of this Agreement as described in Section 5.2.

1.17 "Past Compensation Letter" shall mean the letter furnished by Grantee setting forth its acknowledgment that it is obliged to pay Past Compensation, as set forth in (Sub)Exhibit 4.

1.18 "Prior Ordinances" shall mean ordinances previously adopted by the City Council of the City authorizing the Hospital or the University or the Grantee (then known as N.T.S. Telecommunications Service) to construct, operate and maintain, respectively, portions of the Existing Authorized Copper Footage along portions of the Public Ways, as follows: (i) Ordinance adopted by the City Council on June 5, 1987 authorizing the University to maintain and use as constructed certain communications facilities, as described in Subsection I(B)(1) of (Sub)Exhibit 2; and (ii) Ordinance adopted on January 27, 1988 authorizing Grantee to construct, maintain and use certain communications facilities, as described in Subsection I(B)(2) of (Sub)Exhibit 2.

1.19 "Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any right-of-way and public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's Network.

1.20 "Risk Management" shall mean the City Comptroller's Office of Risk Management.

1.21 "Third Parties" shall mean any individual, partnership, corporation or entity which is neither a Venturer nor an Affiliate.

1.22 "University" shall mean Northwestern University, an Illinois not-for-profit organization having its principal address at 633 Clark Street, Evanston, Illinois 60208.

1.23 "Venturers" shall mean collectively the Hospital and the University.

Section 2. Grant Of Rights.

Section 2.1 Grant Of Rights; Restrictions.

2.1.1 The City hereby grants to Grantee the non-exclusive right to construct, install, repair, operate, maintain and upgrade its Network along the Authorized Routes on the terms and conditions set forth herein within its own conduits and/or existing conduits, constructed and maintained by other individuals or entities which are authorized or otherwise lawfully permitted to occupy the City's Public Ways. This Agreement does not authorize Grantee (i) to operate a Cable Television System, (ii) to operate or maintain a public switched telecommunications network or (iii) to sell, lease, re-lease, exchange or resell Telecommunications Services to Third Parties.

2.1.2 Grantee is expressly permitted to provide Interoffice Telecommunications Services to either Venturer or to any Affiliate subject to the following limitations: (1) Grantee's Network facilities are dedicated for the internal use of the Venturers (including the Venturers' employees, faculty, staff, inpatients and students) or an Affiliate, (2) Grantee's operation of its Network is not conducted for profit or with the objective of generating profits, (3) Grantee charges the Venturers or its Affiliate only for the recovery of costs and expenses, (4) Grantee continues to be exclusively owned by either or both Venturers, and (5) Grantee does not operate or maintain a public switched network. The limitation concerning dedication of the Network facilities to "the internal use of the Venturers", as used in Subsection 2.1.2(1) hereof, is not intended to preclude, restrict or limit interconnection of the Grantee's Network to any public switched telephone network or other facility operated by telecommunication carrier authorized by the State of Illinois and the City to operate such public switched network or facility in the City.

2.1.3 It is further understood that Grantee may use portions of its Network to retransmit local broadcast signals and to transmit other video programming solely to the Venturers and to two Affiliates, the Rehabilitation Institute of Chicago and the Northwestern Medical Facility Foundation pursuant to this Agreement, provided that such retransmission or transmission is (1) not for hire, (2) not with the intent or result of distributing such programming to members of the public who subscribe to such service or of charging any fee related thereto (3) at cost and not with the intent of generating profits, (4) consistent with the charitable purposes of the Venturers. In the event that Grantee

operates any such portion of its Network in a manner inconsistent with the requirements of the proceeding sentence, then Grantee must apply to the City for a franchise to become a Cable Television System for the applicable portions of its Network. This paragraph does not constitute a franchise for a Cable Television System and does not exempt Grantee from any applicable provisions of Section 4-48 of the Code.

2.1.4 All authority conferred on the Hospital and the University, respectively, pursuant to the applicable Prior Ordinances to construct, operate and maintain the telecommunications facilities (now comprising portions of Grantee's Network) along, over and under the Existing Authorized Copper Footage and the Existing Unauthorized Copper Footage are transferred to Grantee. Compensation charged the Hospital and the University, respectively, pursuant to the applicable Prior Ordinances shall be adjusted to account for the amendment of the Prior Ordinances to delete duplicative charges, as authorized in the Ordinance.

Section 2.2 Term And Expiration Date.

The term of this Agreement and of the rights granted hereunder shall be five (5) years from the Effective Date (the "Expiration Date").

Section 2.3 Right Of Renegotiation.

The City, acting through its Commissioner of the Department of General Services, reserves the right to renegotiate and amend any or all provisions of this Agreement at any time in any way consistent with fairness and equity in the event that, after review of the information provided by Grantee pursuant to Section 9.4, the Commissioner of General Services shall determine that Grantee operates its Network substantially for other than the charitable purposes of the Venturers. Before requiring renegotiation and amendment of this Agreement pursuant to this Section, the Commissioner of the Department of General Services shall give the Grantee thirty (30) days prior written notice of its intention to require renegotiation and shall give Grantee the opportunity to appear at a hearing before said Commissioner to show cause why the Agreement should not be amended. In the event that, following such hearing, said Commissioner believes it remains necessary in the interests of fairness and equity to proceed to renegotiate this Agreement and no agreement is reached by the parties within six months after the date of said hearing, said Commissioner may suspend or revoke the permit described in Section 12.1.

Section 2.4 Right Of Termination.

The City may terminate Grantee's rights under the Agreement at any time if the City determines Grantee by providing the Services is, in fact, operating a Cable Television System.

Section 2.5 Interim Extension In The Absence Of Default Or Termination.

If, on the Expiration Date, Grantee shall not be in default under this Agreement and if neither party has notified the other of its intent to terminate this Agreement on or before the Expiration Date, then the terms of this Agreement shall be deemed extended on an interim basis until terminated, renewed or renegotiated or further extended by order of the Commissioner of the Department of General Services. Said interim extension period shall not extend beyond a date sixty (60) days after the Expiration Date, after which date this Agreement shall be considered terminated and all rights of the Grantee to use the Authorized Routes to provide Telecommunications Services shall cease.

Section 2.6 Renewal.

At any time prior to the Expiration Date, Grantee may request the City to enter into negotiations toward renewing or extending this Agreement. The exercise by Grantee of this option shall not bind the City as to acceptance of any particular terms or renewal of the rights granted by this Agreement if the Commissioner of the Department of General Services determines such terms or the renewal of this Agreement is not in the best interests of the City. Any proposed renewal, extension or modification of this Agreement is subject to approval, modification or rejection of the Chicago City Council in its sole discretion.

Section 2.7 Location Of Authorized Routes.

Grantee's Network may extend for a total distance of 16,596 linear feet or approximately 3.143 miles along the Authorized Routes as set forth in (Sub)Exhibit 2 attached hereto and made a part hereof. Of the total linear feet constituting the Authorized Routes, 576 linear feet of New Footage have not been constructed and will be located, constructed and installed in the Public Ways within the boundaries of the Network Service Area, as set forth in Part II of (Sub)Exhibit 2 and 16,020 linear feet of Existing Footage

were previously constructed and currently run in the Public Ways along the Authorized Routes set forth in Part I of (Sub)Exhibit 2.

Grantee may not construct, operate or maintain its network except on the Authorized Routes without further approval by Ordinance of City Council. Subject to compliance with all provisions of Section 8 of this Agreement, Grantee may locate and relocate its Network constituting New Footage within the boundaries of the Network Service Area without further approval of City Council; provided that the New Footage may not exceed the amount set forth in this Agreement.

Section 2.8 Upgrade Of Existing Footage.

Subject to the provisions and restrictions of this Agreement, Grantee is authorized to upgrade any portion of its Existing Footage currently using copper cables, through the installation of fiber optic cables and related equipment and appurtenances, in order to improve the quality, speed or efficiency of Grantee's Network. Grantee is also authorized to replace fiber optic cables in its Network with copper cables, provided that no such changes shall reduce the amount of the Annual Fee payable to the City.

Section 2.9 Acts Or Omissions Of Affiliates And Other Entities.

During the term of this Agreement, Grantee shall be responsible to the City and be liable for the acts or omissions of any entity engaged or used by Grantee (including an Affiliate) related to or resulting from, directly or indirectly, the construction, installation, maintenance or operations of Grantee's Network as if the acts or omissions of such entity were the acts or omissions of Grantee.

Section 3. Nature Of Limitation Of Rights Granted.

Section 3.1 Rights Not Exclusive.

This Agreement constitutes a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

Section 3.2 Other Permittees.

The City does not agree to restrict the number of telecommunications franchises, licenses or permits in any part or all of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not unduly interfere with the rights of the Grantee herein.

Section 3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

At Grantee's own risk, the City may make use in the future of the Authorized Routes in which Grantee's Network is located in a manner inconsistent with Grantee's use of such public right-of-way for its placement of its Network.

3.3.2 Removal And Relocation.

The City reserves the right to exercise its police, proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. At Grantee's own risk, the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's Network where the City determines public convenience would be enhanced or for any other public purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. The permit referred to in Section 12.1 may be amended or revoked in whole or in part by the Commissioner of the Department of General Services whenever he or the Commissioner of the Department of Public Works considers it necessary or advisable for a public purpose or that continued operation of Grantee's System in whole or in part is inconsistent with the public health or safety. Grantee shall make no claim for costs or damages against the City by reason of such

removal or relocation. Upon thirty (30) days written notice of partial or complete revocation to Grantee of such permit from the Commissioner of the Department of General Services, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. In the event that Grantee shall not remove, modify, replace or relocate its facilities as required by said notice within thirty (30) days as aforesaid, the Commissioner of the Department of Public Works may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Grantee shall remove, replace, relocate or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authorities to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of the Department of Public Works, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Commissioner of the Department of General Services, of abandoning the portion of its Network to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's Network pursuant to this Section 3.3.2 conducted with the approval of the Commissioner of the Department of Public Works shall be automatically considered within the Authorized Routes and Grantee shall file an amended or restated (Sub)Exhibit 1 to this Agreement. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any part of Grantee's Network, no charge shall be made by Grantee against the City for restoration and repair. Before the City removes or damages any portion of Grantee's Network serving the Hospital, the City shall consider any potential threat such removal or damage may create to the lives of patients in the Hospital and shall cooperate with the Hospital in minimizing such threat.

3.3.4 Temporary Relocation Or Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances but, in any case, not exceeding thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary for performance of the work so permitted, subject to payment in advance by the permit holder to the Grantee of the direct expenses of such temporary move, including standby time. Grantee, however, shall not be required to relocate or remove its cable within such thirty (30) day period if doing so would threaten the lives of patients in the Hospital. Grantee and the City shall cooperate in determining how best to alter Grantee's Network, and within that period of time, to enable the permit holder to perform the work without endangering the lives of patients in the Hospital. Grantee shall have no obligation to relocate or remove its cable unless the permit holder pays Grantee in advance the direct expenses Grantee incurs of any such move, including standby time, in relocating or removing its cable.

Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install its Interoffice Telecommunications Network in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its Network, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of the Department of Public Works is authorized to regulate the size of the conduit Network to be used by Grantee, as well as other physical characteristics of Grantee's Network. In the event that the Commissioner of the Department of Public Works shall determine that any portion of Grantee's Network, either planned or presently constructed, unduly burdens any portion of the Authorized Routes for present or future use, Grantee shall be required either to modify its plans for construction of its Network, or to take such actions as the Commissioner of the Department of Public Works shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of the Department of Public Works and the Code.

Section 4. Change Of Control And Assignment.

Section 4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Agreement shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this Agreement or its ownership or operation of its Network, or any portion thereof or any "dark fibers" constituting a part thereof, through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or any other manner of transfer, lease or assign in any manner any space or conduit space occupied by its Network, without prior consent of the Chicago City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this Agreement. The sale, transfer, lease or assignment in bulk of a major portion of the tangible assets of Grantee shall be considered an assignment subject to the provisions of this Section 4.

4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of the Department of General Services within thirty (30) days after any such sale, transfer or assignment; provided, however, that the assignee must agree to comply with this Agreement and amendments thereto, and must be able to provide proof of legal, technical, financial, and character qualifications as determined by the City and provide disclosure of ownership interests as required by Chapter 2-154 of the Code and provide such other certifications as the City shall require.

4.1.3 Transfer To Venturer.

Notwithstanding Section 4.1.1, Grantee may assign its rights under this Agreement to either Venturer or to both Venturers as a partnership or joint venture without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of the Department of General Services

as to the nature of such assignment within thirty (30) days of such assignment.

4.1.4 Disclosure Of Ownership.

Prior to adoption of the Ordinance, Grantee has submitted to the Commissioner of the Department of General Services, the Economic Disclosure Statement required by Chapter 2-154 of the Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Commissioner of the Department of General Services in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this Agreement by any person or one or more groups of persons acting in concert after the Effective Date.

Section 5. Compensation.

Section 5.1 Annual Fee.

Except as set forth below, throughout the term of this Agreement, Grantee shall pay the City for the use of the Authorized Routes the Annual Fee of \$99,576.00 on or prior to the anniversary date of the Effective Date representing payment for the succeeding year. The Annual Fee shall be due in advance of the Compensation Year to which it relates. An amount representing the first Compensation Year's Annual Fee shall be payable within thirty (30) days following execution of the Agreement by the City.

Section 5.2 Past Compensation Agreement.

Grantee has acknowledged, as evidenced by (Sub)Exhibit 4, that, as of June 30, 1991, it is required to pay the City Past Compensation in the amount of \$462,851 for past use of the Existing Unauthorized Fiber Footage and Existing Unauthorized Copper Footage prior to the date of execution of this Agreement on a pro rata basis based on fees being charged other licensees and permittees providing Interoffice Telecommunications Services in the Public Ways during comparable time periods using comparable facilities. Grantee shall pay the Past Compensation in four installments of \$115,712.75 each, the first of which shall be paid within thirty (30) days following execution of the Agreement by the City. The remaining three installments of Past Compensation shall

be paid annually thereafter on or prior to the first, second, and third anniversaries of the Effective Date.

Section 5.3 No Right Of Setoff.

All payments due to the City from Grantee pursuant to this Agreement shall be paid without counterclaim, setoff, deduction or defense. In the event Grantee does setoff or deduct any amount from any such payment or otherwise reduces the amount due based on a counterclaim or defense, the City shall have the right to, without any liability to Grantee, its customers or any third person, pursue any and all remedies available to it at law or in equity, including without limitation, repeal of the Ordinance and revocation of the permit described in Section 12.1.

Section 5.4 Not A Tax.

Payment by Grantee to the City of the Fee is compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

Section 5.5 Subsequent Action Affecting Compensation.

If during the term of this Agreement any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the legality or collection of the Fee, the City and Grantee shall enter into negotiations to amend this Agreement to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

Section 5.6 Other Fees.

In addition to and unrelated to the payment of the Fee, Grantee shall pay all other fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its Network; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the Code, including, but not limited to, fees

required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Code.

Section 6. Insurance And Indemnification.

Section 6.1 Insurance.

On or prior to any commencement of construction of Grantee's Network relating to the Authorized Routes and in no event later than thirty (30) days following the date of execution of this Agreement and at all times during the term thereof, and thereafter during such time as may be required to remove Grantee's Network and restore the Authorized Routes pursuant to Section 10, Grantee or the Venturers on Grantee's behalf shall obtain, pay all premiums for, and file with the City Comptroller's Office of Risk Management evidence of the insurance coverages covering all risk associated with the installation, construction, repair, maintenance, removal and operation of Grantee's Network specified below:

(A) Worker's Compensation and Occupational Disease Insurance.

Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor shall be obtained. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.

(B) Commercial Liability Insurance.

Commercial Liability or Comprehensive General Liability (Broadform) Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability shall be obtained. Products/completed operation, independent contractors, explosion, collapse, underground, broadform property damage and contractual liability coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provision shall be approved by the City Comptroller's Office of Risk Management.

(C) Railroad Protective Liability Insurance.

When any work is to be done adjacent to or on transit property with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (A.A.R.-A.A.S.H.T.O. form) in the name of the transit entity shall be provided. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of any and all persons, and for damage to or destruction of property, including the loss of use thereof. A \$6,000,000 annual aggregate may apply.

(D) Automobile Liability Insurance.

When any motor vehicles are used in connection with the construction, installation, maintenance and operation of Grantee's Network to be performed, Automobile Liability Insurance shall be maintained with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

Section 6.2 Qualified Companies.

All insurance policies called for in this Agreement shall be issued by companies authorized to do business in Illinois and satisfactory to City Comptroller's Office of Risk Management, and each insurance policy shall be satisfactory to City Comptroller's Office of Risk Management. Each such insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change, or not to renew such policy to both City Comptroller's Office of Risk Management and the Grantee (or the Venturers on behalf of Grantee). Grantee, or the Venturers on behalf of Grantee, shall, in the event of any such notice, obtain, pay premiums for and file with City Comptroller written evidence of the issuance of any replacement policies within sixty (60) days following receipt by the City or the Grantee of any such notice. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material violation of this Agreement. The City reserves the right to stop any work related to Grantee's Network until proper evidence of insurance is furnished.

Section 6.3 Right To Require Replacement Of Insurance.

If the financial condition of any insurance company providing an insurance policy pursuant to Section 6 materially and adversely changes, the City may, at any time, require that any insurance policy be replaced with such other insurance policy consistent with the requirements set forth in Section 6.

Section 6.4 Alteration.

Neither Grantee nor the Venturers shall materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of the City Comptroller's Office of Risk Management.

Section 6.5 City's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in Section 6 inadequate, the City reserves the right to reasonably increase the minimum required limits of such insurance policies upon sixty (60) days prior written notice to Grantee to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee, or the Venturers on behalf of the Grantee, shall increase the limits of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum amounts.

Section 6.6 No Excuse From Performance; No Subrogation.

None of the provisions contained herein nor the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this Agreement or limit the liability of the Indemnifying Parties under this Agreement for any and all damages in excess of the amounts paid to the City under such insurance policies. Grantee and the Venturers each agree to waive any rights of subrogation any of them may have against the City.

Section 6.7 Insurance For Contractors And Subcontractors.

Grantee, or the Venturers on behalf of Grantee, shall provide coverage for any Contractor by either obtaining the necessary endorsements to its

insurance policies or requiring such Contractor or Subcontractor to obtain appropriate insurance coverage consistent with Section 6.1 of this Agreement and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's network and shall provide evidence of the foregoing as required in Section 6.1.

Section 6.8 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its network and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. The Indemnifying Parties shall, jointly and severally at their sole costs and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments, claims, losses, damages (whether such claims and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this Agreement and Grantee's installation, construction and maintenance and operation of its network (whether or not located along the Authorized Routes) or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and the Indemnifying Parties shall reimburse the City for any such payments made by the City. Each of the Indemnifying Parties, in accepting the terms of this Agreement, shall be deemed as a condition, to understand and agree, jointly and severally, that insurance required by this Agreement shall in no way limit the responsibility of the Indemnifying Parties to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this Section 6.8. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the City, such as reasonable attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City. Nothing in this Section 6.8 shall require the Indemnifying Parties to indemnify the Indemnified Parties for the negligent or wrongful act or omission of one or more of the Indemnified Parties.

Section 7. Bond Or Letter Of Credit.

Section 7.1 Payment And Performance Bond.

On or prior to the Effective Date, Grantee shall obtain a bond running to the City, with good and sufficient corporate surety, approved by the City Comptroller and the City's Corporation Counsel with a minimum amount of One Hundred Thousand Dollars (\$100,000). Said bond shall be conditioned upon the faithful performance and discharge of the obligations imposed in this Agreement on the Grantee and shall insure the cost of removal of any or all of the Grantee's facilities at any time the City determines the need for removal. The City's right to recover under the bond shall be in addition to any other right it may have pursuant to this Agreement or under law. Any proceeds recovered under the bond may be used to reimburse the City for loss of payment of amount to be paid by Grantee pursuant to this Agreement, including principal and overdue interest, if any, and other valuable consideration given pursuant to this Agreement, and to pay or reimburse the City for such additional expenses as may accrue or be incurred by the City as a result of Grantee's failure to comply with this Agreement including, but not limited to, reasonable attorneys fees and the cost of any action or proceeding or judgment against the City, the cost of removal of Grantee's System, and the cost of any auditing costs and fees. For the City to recover from the surety or from the Grantee under this Section for removal of any part of Grantee's System, it is not necessary that the City first perform such work. The Commissioner of the Department of Public Works is hereby authorized to determine the cost of performing said removal and the restoration of the applicable Public Ways and his decision as to the amount shall be final and binding.

Section 7.2 Letter Of Credit.

In lieu of the bond described in Section 7.1 and at the request of the Commissioner of the Department of General Services, Grantee shall provide the City with an irrevocable letter of credit in the principal amount of One Hundred Thousand Dollars (\$100,000). Said letter of credit (or a replacement letter of credit pursuant to Section 7.4) shall be provided for the length of this Agreement. Said letter of credit shall be used to ensure the faithful performance by Grantee of all provisions of this Agreement and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over Grantee's acts or defaults under this Agreement and for payment by Grantee of any penalties, liens, claims and taxes due the City which arise by reason of the construction, installation, operation or maintenance of Grantee's System. Upon the sole condition of delivery by the City to the issuer thereof of a certification signed by the

Commissioner of the Department of General Services stating that Grantee: (i) has failed to pay the City any compensation due the City within the time fixed in this Agreement; or (ii) has failed to repay the City within ten (10) days any damages, expenses or costs which the City is compelled to pay by reason of Grantee's act or omission to act in connection with this Agreement; or (iii) has failed after three (3) days notice to Grantee of such failure to comply with any provisions of this Agreement which the Commissioner of the Department of General Services has reasonably determined can be remedied by a draw on the letter of credit, the City can immediately draw up to the amount thereof outstanding, with interest and penalties, if any, from the letter of credit. Upon such request for payment, the City shall notify the Grantee of the amount and date thereof. If amounts are drawn under the letter of credit, Grantee shall take such actions as may be necessary to maintain such letter of credit at full amount within three (3) days of notification by the City of its withdrawal against such letter of credit. The rights reserved to the City under such letter of credit shall be in addition to any rights it may have pursuant to this Agreement or under law.

Section 7.3 Qualified Companies.

The bond (or the letter of credit) called for in this Agreement shall be issued by companies or financial institutions authorized to do business in Illinois and satisfactory to the City Comptroller, the bond (or the letter of credit) shall be in form and substance satisfactory to the Corporation Counsel and the Risk Management Office. If a bond is used, such bond shall contain a covenant or endorsement of the surety, as the case may be, to provide sixty (60) days written notice by registered mail of such surety's intention to terminate, substantially change, or not to renew such bond to both the Risk Management Office and Grantee, and the Grantee shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance of replacement bond prior to the proposed effective date of such termination, substantial change or nonrenewal. Failure to carry or keep such bond in force throughout the period set forth in Section 6.1 shall constitute a material breach of this Agreement. Notwithstanding anything to the contrary, any bond issued in satisfaction of Section 7.1 shall provide that termination, nonrenewal or substantial change of such bond shall not become effective until a replacement bond has been approved by the Risk Management Office and the Corporation Counsel and coverage thereunder has begun. The City shall be entitled to draw on any letter of credit provided the City in satisfaction of paragraph Section 7.2 which expires (either by its terms or because of nonrenewal) on a date prior to the termination date of this Agreement thirty (30) days prior to the expiring date thereof unless either (i) proof of renewal of such letter of credit satisfactory to the Risk Management Office has been furnished to the Risk Management Office and the Commissioner of the Department of General Services or (ii) a

replacement letter of credit has been approved by the Risk Management Office and the City's Corporation Counsel prior to such draw date. The City also reserves the right to stop any work related to the carrying out of this Agreement until proper evidence of bond (or letter of credit) is furnished.

Section 7.4 Right To Require Replacement Of Bond (Or Letter Of Credit).

If the financial condition of any bonding company (or letter of credit issuer) issuing a performance bond (or letter of credit) pursuant to Section 7.2 materially and adversely changes, the City may, at any time, require that such bond (or letter of credit) be replaced with such other bond (or letter of credit) consistent with the requirements set forth in this Article.

Section 7.5 Alteration.

Grantee shall not materially change or alter the terms or conditions of the bond (or letter of credit) referred to herein or replace or cancel said bond (or letter of credit) without prior approval of the Risk Management Office.

Section 7.6 No Excuse From Performance.

None of the provisions contained herein nor the bond (or letter of credit) required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this Agreement or limit the liability of Grantee and the Venturers under this Agreement for any and all damages in excess of the amounts of such performance bond (or letter of credit).

Section 8. Construction And Installation Of Grantee's Network.

Section 8.1 Approval Of Specific Location.

No telecommunications facility comprising part of Grantee's Network which is not already constructed may be constructed or installed on any portion of the Authorized Routes without approval of the Commissioner of the Department of Public Works and the issuance of a permit therefor, which permit shall indicate the date, time, manner and place of laying or

installing each such facility. Within thirty (30) days of execution of this Agreement, Grantee shall have placed on file for approval by the Commissioner of the Department of Public Works final drawings, maps and plans showing the exact location of Grantee's Existing Footage as already constructed and installed on the Public Ways and the location of each conduit entered and the number of manholes or other openings normally used to gain access to said conduit. As part of the application for a permit to construct any portion of the New Footage, Grantee shall file for approval with the Commissioner of Public Works similar drawings, maps and plans showing the exact location of each telecommunications facility to be installed on the Authorized Routes and the location of each conduit to be entered at any time and the number of manholes or other openings to be used to gain access to said conduit and a proposed construction schedule. Deviation from previously approved drawings, maps, plans and/or construction schedules must also be submitted by Grantee in a timely manner for approval by the Commissioner of the Department of Public Works. Similar information shall be filed with the Commissioner of the Department of Public Works for approval, prior to the issuance of a permit for any proposed extension, reduction or removal of any portion of Grantee's Network along the Authorized Routes. Grantee shall also obtain such bonds or other security of such type and in such amounts as may be required by the Commissioner of the Department of Public Works.

Section 8.2 Construction And Maintenance Requirements And Standards.

8.2.1 In General.

Grantee shall construct, install, maintain and operate its Network in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations, including but not limited to, the standards set by the City's Department of Public Works and the Building Department.

8.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) U.L. Code (latest edition);
- (B) Applicable provisions of the Municipal Code of Chicago;

(C) Written standards of the Department of Public Works and the Building Department applicable to Grantee's construction, installation, operation and maintenance of its Network.

8.2.3 Construction And Installation Procedures.

No later than sixty (60) days after the Effective Date, Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures for construction and installation of its Network, both existing Footage and New Footage. Said specifications, standards and procedures shall be consistent with the highest standards of the Electronics Industries Association, unless inconsistent with the Code, in which case the Code shall govern, and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents (and Grantee's Network) shall be modified as said Commissioner shall require in the interest of public safety. If at any time it is determined by the City or other governmental authority, in its sole discretion and judgment, that any part of Grantee's Network, including, without limitation, any means used to distribute signals over or within the Network, is harmful to the health or safety of any person, then Grantee shall, at its sole cost and expense, promptly correct all such conditions to the satisfaction of the City or such governmental authority.

8.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of the Department of Public Works "as built" drawings of the portions of Grantee's Network located along the Authorized Routes of a size and material satisfactory to the Commissioner of the Department of Public Works within sixty (60) days after completion of construction of such portions or, if already constructed, within sixty (60) days after execution of this Agreement. Grantee shall update such drawings within sixty (60) days of a material change whenever material changes are made to Grantee's Network which impact the Public Ways. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and Network monitor test points.

8.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without cost, for emergency use. Before the City uses any portion of Grantee's Network serving the Hospital, the City shall consider any potential threat such use may create to the lives of patients in the Hospital and shall cooperate with the Hospital in minimizing such threat.

8.2.6 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities located in the City without approval of the City and any other applicable governmental agency or, if on private property, of the property owner. Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning existing conduits and any applicable tariffs.

8.2.7 Adjoining Property Owners.

All of Grantee's Network shall be installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and customary uses of or any specifically permitted or licensed use of the Public Ways.

8.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's Network will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility

including, where applicable, all relevant City departments to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. No permit for construction pursuant to Section 8.1 will be issued until the Commissioner of the Department of Public Works is satisfied that the requirements of this paragraph 8.2.8 have been satisfied. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

8.2.9 Electrical Permit.

All installation work for Grantee's Network shall be performed by electrical contractors licensed pursuant to Chapter 14-12 of the Code.

Section 8.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner of such private property, rebuild, restore and repair such Public Ways, including any cartways or sidewalks or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

Section 8.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of the Department of Public Works may suspend or revoke any permit issued by the Department of Public Works or take any action he deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

Section 8.5 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of the Department of Public Works as to the construction and installation of any portion of Grantee's Network does not waive other applicable requirements of federal or

Illinois law or the Code and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this Agreement from other City departments as applicable (such as the Streets and Sanitation Department and the Building Department) in a timely fashion when and as required.

Section 8.6 Underground Facilities Agreement.

Upon written direction of the Commissioner of the Department of Public Works, Grantee agrees to apply for and, if accepted, enter into such membership and other agreements as the City shall direct in any City-sponsored utility alert network for underground facilities. Grantee agrees to pay a pro rata share of the costs and expenses incurred for maintaining such network as provided in such agreements.

Section 9. Inspection, Physical Audit And Certifications.

Section 9.1 Inspection.

The City reserves the right to make, at any time after the Effective Date and throughout the duration of this Agreement, physical on-site inspections of Grantee's Network within the Public Ways, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works with a map and the "as built" drawings required by Section 8.2.4 which Grantee shall update annually or indicate "no change" (as the case may be) and submit to the City at the time of Grantee's payments of its Annual Fee. Said map will identify the locations of all terminals and junction boxes within the Public Ways, and the linear footage of each portion of Grantee's Network located in the Public Ways.

Section 9.2 Physical Audit.

In the event that the Commissioner of the Department of Public Works, based on an inspection conducted pursuant to Section 9.1, has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 9 and the size, location or nature of Grantee's Network, then the City may send its own personnel or hire an engineering firm of the City's choice (the "City's Inspector") to perform upon forty-eight (48) hours notice a physical audit

of Grantee's Telecommunications Network. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of any such physical audit. If the City's Inspector determines in said audit that a material discrepancy exists between the results of such physical audit and the information contained in the specifications and summaries that Grantee has placed on file with the City pursuant to Sections 8.2.4 and 9.1, Grantee shall be given written notice of said discrepancy and be given ten (10) days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of the Department of Public Works reasonably determines the existence of said discrepancy, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus liquidated damages, if applicable, as specified in Section 11), and shall pay the City Comptroller within thirty (30) days of Grantee's receipt of the decision of the Commissioner of the Department of Public Works for the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

Section 9.3 Trespassing Facilities.

Any portion of Grantee's Network in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Commissioner of the Department of Public Works shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways;
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 11 hereof;
- (C) Seek other remedies available to the City under the Code, this Agreement or under Illinois law;

provided that the Commissioner of the Department of Public Works may waive for a period of any such sanctions in the event he determines that (i) the trespass was inadvertent; and (ii) Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this Agreement. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of the Department of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior receipt and approval by the Commissioner of the Department of Public Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this Agreement.

Section 9.4 Annual Certifications.

Annually, within forty-five (45) days following the filing of the Venturers' annual federal tax information returns, Grantee shall deliver to the Commissioner of General Services a certificate substantially in the form of (Sub)Exhibit 5, signed by an authorized officer of Grantee, stating that (A) Grantee has provided no Services along the Authorized Routes which the United States Internal Revenue Service has determined generate unrelated business income, as defined by Sections 511 through 514 of the Internal Revenue Code of 1986, as amended, and related regulations, private letter rulings and court decisions; and (B) the Grantee provides no Services to any Affiliates using Grantee's Network located within the City other than to those set forth in (Sub)Exhibit 1, as previously amended and filed, other than those Affiliates set forth in the certificate. If the certificate describes any new Affiliates, the Grantee shall provide the Commissioner with such further information as the Commissioner shall reasonably require.

Section 10. Revocation Or Termination Of Privileges.

Section 10.1 Basis For Repeal Of Agreement.

It is agreed by the parties that the Ordinance may be repealed by the City Council (upon referral from the Mayor or on its own motion) at any time and that upon such repeal this Agreement shall terminate automatically.

Section 10.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunications Network.

10.2.1. Removal By Grantee.

Upon repeal of the Ordinance pursuant to Section 10.1 or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City, shall promptly remove or abandon in place, at the option of the City, its Network and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of the Department of Public Works and in accordance with this Agreement and the Code. In all cases, such facilities which are not removed within one (1) year of such date of repeal, termination or revocation shall become the property of the City. In determining

whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of the Department of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

10.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 10.2.1, the City may remove or cause the removal of Grantee's network provided, however, that the City shall be reimbursed by Grantee for the total costs of such removal.

Section 11. Sanctions.

Section 11.1 Liquidated Damages.

The events set forth below will result in damages that will be impracticable or difficult to ascertain. The Indemnifying Parties therefore shall pay the City the sum of Two Hundred Dollars (\$200) a day until the violation is corrected, which amount shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 9.3 of this Agreement;
- (B) Material non-conformance of Grantee's Network or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Public Works or the Building Department;
- (C) Failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after notice from the Commissioner of the Department of Public Works to remove, modify, replace or relocate such facilities pursuant to Section 3.3.2 and Section 10.2.1.

Section 11.2 Other Rights Of City.

The right of the Commissioner of the Department of General Services to impose upon Indemnifying Parties liquidated damages pursuant to

Section 11.1 shall be in addition to any other rights or remedies the City has under this Agreement, the Chicago Municipal Code or other applicable laws including the right of the City Council to repeal the Ordinance pursuant to Section 10 and the right of the Commissioner of the Department of General Services under Section 12.2 to revoke the permit described in Section 12.1.

Section 11.3 No Waiver Of Rights.

The decision by the Commissioner of the Department of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this Section for subsequent violations of this Agreement.

Section 12. Permit Needed.

Section 12.1 Permit.

The permission and authority herein granted shall not be exercised until (i) proof of insurance as required in Section 6 hereof is submitted to and approved by Risk Management, (ii) the surety bond (or letter of credit) required under Section 7 hereof is submitted to and approved by Risk Management, (iii) payment of the first year's Annual Fee of \$99,576.00 and the first installment of Past Compensation of \$115,572.75 pursuant to Section 5.2 has been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of the Department of General Services.

Section 12.2 Revocation Of Permit.

In addition to the provisions of Section 2.3, Section 3.3.2, Section 5.2 and Section 8.4, the Commissioner of the Department of General Services may revoke the permit referred to in Section 12.1 if Grantee at any time shall fail to comply with the provisions and conditions of this Agreement (including, but not limited to, compliance with the Past Compensation Agreement) and the Commissioner of the Department of General Services, in exercise of his discretion, shall determine such revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder, under the Code and under Illinois law. Such permit may be reinstated by the Commissioner of the Department of General

Services if such Commissioner, in the exercise of his discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

Section 12.3 Filing Of Agreement.

Prior to issuance of the permit provided in Section 12.1, the Grantee and the Venturers shall execute this Agreement, and the Venturers shall accept and acknowledge it, and a copy thereof shall be filed with the City Clerk.

Section 13. Special Conditions And Representations.

Section 13.1 No Recourse.

Except as expressly provided in this Agreement or at law, the Indemnifying Parties shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this Agreement or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this Agreement. In applying for its permit pursuant to Section 12.1, Grantee (and through Grantee, the Venturers) will be deemed to agree to this Agreement relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee the rights and privileges granted under this Agreement.

Section 13.2 No Inducement.

Grantee acknowledges that it has not been induced to execute this Agreement by any promise, verbal or written, by or on behalf of the City, or by any third person regarding any term or condition of this Agreement not expressed herein. Grantee further states that no such promise has been made to any City employee in regard to the grant of these rights.

Section 13.3 Acceptance And Acknowledgment.

Grantee acknowledges that it has carefully read, understands and accepts without reservation the obligations imposed by the terms and conditions herein. Subject to Section 14.4 hereof, Grantee further accepts the validity of the terms and conditions of this Agreement and will not, at

any time, proceed against the City in any claim or proceeding challenging any term or provision of this Agreement.

Section 13.4 Conflict Of Interest.

No member of the governing body of City or other unit of government and no other official, officer, agent or employee of the City is employed by Grantee or either Venturer or has a financial or economic interest directly or indirectly in this Agreement or any subcontract resulting therefrom or in the privileges to be granted hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156). No payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any subcontractors to either Venturer or the Grantee or higher tier subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order. Any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

Section 13.5 Compliance With Applicable Laws.

In constructing, installing, operating and maintaining its Network, Grantee shall comply with all applicable laws and regulations of the United States and its agencies (including, but not limited to the regulations and standards of the federal Occupational Safety and Health Administration), the State of Illinois, all applicable Agreements and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws shall be considered part of this Agreement as set forth herein.

Section 13.6 Anti-Apartheid Covenant.

Grantee and the Venturers have executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") attached to this Agreement as (Sub)Exhibit 6 and incorporated into this Agreement by this reference.

The Grantee and the Venturers understand and acknowledge that the City may declare a default and terminate all existing contracts, including repeal of the Ordinance, with Grantee and Venturers if the Grantee or either Venturer violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (i) a violation of the certifications contained in the Affidavit; (ii) the concealment of an existing contractual relationship or entering into a contractual

relationship with (a) South Africa, (b) a South African business or (c) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa; and (iii) the sale to the City of goods principally manufactured, produced, assembled, grown or mined in South Africa. This right of termination is supplemental to any other remedy which the City may have under this Agreement, at law or in equity, and shall entitle the City to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy.

Further, Grantee understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago shall be subject to a fine of not less than \$500 and not more than \$1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

Section 13.7 Anti-Corruption Covenant And Representation.

Grantee represents neither it nor either Venturer, nor to the best of its knowledge, their respective subcontractors are in violation of the provisions of Section 2-92-320 of the Municipal Code of Chicago. Section 2-92-320 of the Municipal Code states, in pertinent part, that, except as provided for therein, no person or business entity shall be awarded a contract or subcontract if that person or business entity or an affiliated entity thereof (as defined in that chapter): (i) has been convicted of bribery or attempting to bribe a public officer or employee of the City, the State of Illinois, or any other public entity, in that officer or employee's official capacity; (ii) has been convicted of agreement of collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (iii) has made an admission of guilt to such conduct described in (i) or (ii) above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under this Section shall continue for three years following such conviction or admission. For purposes of Section 2-92-320, when an official, agent or employee of a business entity, has committed any offense under this Section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. In connection herewith, Grantee and the Venturers have executed the applicable Certification required under the Illinois Criminal Code, Ill. Rev. Stat., Ch. 38, Sec. 33E-11 (1989) as amended, and under the Illinois Municipal Code, Ill. Rev. Stat., Ch. 24, Sec. 11-42-1 (1989) (1990 Supp.) which is attached hereto as (Sub)Exhibit 7 and incorporated by reference as if fully set forth here. Prior to entering into any contractual relationship with any third party related to performance under this Agreement, Grantee shall conduct or cause the relevant Venturer to

conduct a diligent investigation in order to determine compliance with this Section. If after Grantee and/or either Venturer enters into such a contractual relationship it is determined that such contractual relationship is in violation of this paragraph, Grantee and/or such Venturer shall immediately cease to use such third party in performing under the authority set forth in this Agreement. In all cases in which Grantee and/or Venturer enters into contractual relationships with such third parties, the terms of such contract shall provide that Grantee and/or such Venturer shall be entitled to recover all payments made by Grantee and/or such Venturer to such third party if prior to or subsequent to the beginning of such contractual relationship the use of such third party in order to perform under these provisions of this Agreement would be violative of this section.

Section 13.8 Cooperation With Inspector General.

It shall be the duty of Grantee and the Venturers, all subcontractors, and all officers, directors, agents, partners, and employees of Grantee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Grantee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Grantee shall inform and shall cause the Venturers to inform all its subcontractors of the provision and require understanding and compliance herewith.

Section 13.9 Business Documents And Disclosure Of Ownership Interests.

Grantee has provided copies of the latest articles of incorporation and bylaws of the Venturers, a certification of good standing for each Venturer from the office of the Secretary of State of Illinois and a certificate signed by an authorized officer of the Grantee certifying that the Grantee is authorized to do business in the State of Illinois. Grantee has provided the City with Disclosure of Ownership Interest Affidavits for both Grantee and the Venturers, completed copies of which are attached hereto and incorporated by reference herein as (Sub)Exhibit 8. Grantee shall further cause subcontractors to submit all such documents to the City.

Section 14. General Provisions.

Section 14.1 Governing Law.

This Agreement shall be construed pursuant to the laws of the State of Illinois.

Section 14.2 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

Section 14.3 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered personally or by private carrier to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

If To Grantee:

Northwestern Technologies Group
680 North Lake Shore Drive
Suite 1316
Chicago, Illinois 60611
Attention: President

With A Copy To:

Vice President-General Counsel
Northwestern University
633 Clark Street
Evanston, Illinois 60208

and

Vice President-General Counsel
Northwestern Memorial Hospital
750 North Lake Shore Drive
Suite 540
Chicago, Illinois 60611

If To The City:

Department of General Services
City of Chicago
510 Peshtigo Court
Room 6A
Chicago, Illinois 60611
Attention: Commissioner

With A Copy To:

Corporation Counsel
City of Chicago
Room 511
121 North LaSalle Street
Chicago, Illinois 60602

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days or months notice shall mean notice of not less than such number of days or months, unless otherwise provided in this Agreement.

Section 14.4 Invalidity.

If any section, paragraph or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Agreement.

Section 14.5 Parties.

Except where the context would require a different meaning, all references to Grantee, the Venturers or the City include each of its and their officials, officers, directors, employees, shareholders, agents, successors, beneficiaries, permitted assigns, legal representatives and affiliates. No member, individually or collectively, of the City Council or agents or employees of the City and no officer or director or employee of Grantee or the Venturers incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default in the performance of any of the terms hereof. All such liability of such officials, agents and employees of the City and officers and directors of Grantee, unless otherwise required by law, is hereby released as a condition of and in consideration for the execution of this Agreement. The signatories to this Agreement, do however, by execution thereof, warrant their authority to sign this Agreement.

Section 14.6 Choice Of Forum.

Any legal action regarding this Agreement shall be brought in the appropriate court located in Chicago, Illinois. The parties hereby submit to the personal jurisdiction and venue of such courts located in Chicago, Illinois for the purpose of enforcing the provisions of this Agreement.

Section 14.7 Waiver.

Failure or delay on the part of the City to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver, to be effective, must be in writing, and must be signed by the appropriate City officials making the waiver. A written waiver of default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

Section 14.8 Amendment.

No revision, modification, or amendment of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the City and Grantee. Typographical errors may be corrected or other minor changes made to this Agreement if those corrections are initialed by the party to be bound.

Section 15. Execution Copies.

This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf as of the date first written by its Mayor, its Commissioner of the Department of General Services and its Commissioner of the Department of Public Works and its seal to be hereunto duly affixed and attested by its City Clerk, and the Grantee has signed and sealed the same on or as of the day and year first written.

(Seal)

City of Chicago

Attest:

By: _____
Title: Mayor, City of Chicago_____
City Clerk, City of ChicagoBy: _____
Title: Commissioner of the
Department of General
ServicesReviewed As To Form
And Legality:_____
Assistant Corporation CounselBy: _____
Title: Commissioner of the
Department of Public Works

Attest:

Northwestern Technologies Group

By: _____
Title: Patricia H. Todus, President

Acknowledged And Accepted By:

Northwestern Memorial Hospital

By: _____
Title: _____

Northwestern University

By: _____
Title: _____

[(Sub)Exhibit 3 attached to this Agreement printed
on pages 4118 through 4119
of this Journal.]

(Sub)Exhibits 1, 2, 4, 5, 6, 7 and 8 attached to this Agreement read as
follows:

(Sub)Exhibit 1.

List Of Affiliates As Of June 26, 1991.

Name Of Affiliate	Lines
Northwestern Medical Faculty Foundation	726
Rosin Opticians Company, Inc.	2
Evanston Hospital (Services limited to long range paging from Grantee's Chicago transmitter and provided for a small number of physicians on the Northwestern University faculty.)	0
Home Health Care Services, Inc. and Home Care, Inc.	67
Rehabilitation Institute of Chicago	1,022
Abbott Book Center	11

Name Of Affiliate	Lines
Professor Stephen Goldberg	1
Family Institute	41
West Services, Inc.	6
Certain physicians on the medical staff of Northwestern Memorial Hospital and the faculty of Northwestern University Medical School (approximately 250 physicians).	140
Contractors, such as auditors or construction contractors, temporarily located on a Venturer's property. Current contractors include:	
Gilbane Building Company	5
E. W. Corrigan Construction Company	4

(Sub)Exhibit 2.

Network Service Area And Location Description.

Grantee's Network authorized by the attached Agreement shall extend within the public ways of the City of Chicago within the Authorized Routes for a distance of no more than 16,596 linear feet or approximately 3.14 miles within the City limits of the City of Chicago.

Grantee's Network shall consist of four components of which three comprise Existing Footage and one of which comprises New Footage, which are described as follows:

I. Existing Footage.

Grantee's Existing Footage being authorized by this Agreement extends for a total of 16,020 linear feet in the Public Ways in three components as follows:

Existing Unauthorized Fiber Footage	=	14,522 feet
Existing Authorized Copper Footage	=	1,023 feet
Existing Unauthorized Copper Footage	=	<u>475 feet</u>
		16,020 feet

- A. Existing Unauthorized Fiber Optic Footage. A Fiber Optic Telecommunications Network Originating At West Howard Street And Continuing Along And Inside The Right-Of-Way Of The Chicago And Northwestern Railroad And Terminating At 710 North Lake Shore Drive Under/Over The Following Intersections And Roadways In The Public Ways Of The City:
- a. West Howard Street, beginning at the center line of West Howard Street and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Howard Street.
 - b. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
 - c. West Birchwood Avenue, beginning at a point 33 feet north of the center line of West Birchwood Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Birchwood Avenue.
 - d. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
 - e. West Fargo Avenue, beginning at a point 33 feet north of the center line of West Fargo Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Fargo Avenue.

- f. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- g. West Rogers Avenue, beginning at a point 33 feet north of the center line of West Rogers Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Rogers Avenue.
- h. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- i. West Touhy Avenue, beginning at a point 40 feet north of the center line of West Touhy Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Fargo Avenue.
- j. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- k. West Estes Avenue, beginning at a point 40 feet north of the center line of West Estes Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Estes Avenue.
- l. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- m. West Greenleaf Avenue, beginning at a point 40 feet north of the center line of West Greenleaf Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Greenleaf Avenue.
- n. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- o. West Lunt Avenue, beginning at a point 40 feet north of the center line of West Lunt Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Lunt Avenue.

- p. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- q. West Morse Avenue, beginning at a point 40 feet north of the center line of West Morse Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Morse Avenue.
- r. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- s. West Farwell Avenue, beginning at the center line of West Farwell Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Farwell Avenue.
- t. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- u. West Pratt Avenue, beginning at a point 40 feet north of the center line of West Pratt Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Pratt Avenue.
- v. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- w. West Devon Avenue, beginning at a point 40 feet north of the center line of West Devon Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Devon Avenue.
- x. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- y. West Thome Avenue, beginning at a point 33 feet north of the center line of West Thome Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Thome Avenue.

- z. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- aa. West Granville Avenue, beginning at a point 33 feet north of the center line of West Granville Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Granville Avenue.
- ab. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ac. West Ridge Avenue, beginning at a point 33 feet north of the center line of West Ridge Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Ridge Avenue.
- ad. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ae. West Peterson Avenue, beginning at a point 40 feet north of the center line of West Peterson Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Peterson Avenue.
- af. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ag. West Rosehill Avenue, beginning at a point 33 feet north of the center line of West Rosehill Avenue and 40 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Rosehill Avenue.
- ah. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ai. West Bryn Mawr Avenue, beginning at a point 40 feet north of the center line of West Bryn Mawr Avenue and 40 feet east of the center line of the north branch tracks of the

Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Bryn Mawr Avenue.

- aj. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ak. West Balmoral Avenue, beginning at a point 33 feet north of the center line of West Balmoral Avenue and 40 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Balmoral Avenue.
- al. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- am. West Berwyn Avenue, beginning at a point 33 feet north of the center line of West Berwyn Avenue and 40 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Berwyn Avenue.
- an. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ao. West Foster Avenue, beginning at a point 33 feet north of the center line of West Foster Avenue and 40 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Foster Avenue.
- ap. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- aq. West Winnemac Avenue, beginning at a point 33 feet north of the center line of West Winnemac Avenue and 40 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Winnemac Avenue.
- ar. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

- as. West Lawrence Avenue, beginning at a point 40 feet north of the center line of West Lawrence Avenue and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Lawrence Avenue.
- at. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- au. West Leland Avenue, beginning at a point 40 feet north of the center line of West Leland Avenue and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Leland Avenue.
- av. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- aw. West Wilson Avenue, beginning at a point 40 feet north of the center line of West Wilson Avenue and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Wilson Avenue.
- ax. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ay. West Sunnyside Avenue, beginning at a point 40 feet north of the center line of West Sunnyside Avenue and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Sunnyside Avenue.
- az. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ba. West Montrose Avenue, beginning at a point 40 feet north of the center line of West Montrose Avenue and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Montrose Avenue.
- bb. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

- bc. West Berteau Avenue, beginning at a point 33 feet north of the center line of West Berteau Avenue and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Berteau Avenue.
- bd. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- be. West Irving Park Road, beginning at a point 40 feet north of the center line of West Irving Park Road and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Irving Park Road.
- bf. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bg. West Grace Street, beginning at a point 33 feet north of the center line of West Grace Street and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Grace Street.
- bh. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bi. West Addison Street, beginning at a point 40 feet north of the center line of West Addison Street and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Addison Street.
- bj. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bk. West Cornelia Avenue, beginning at a point 33 feet north of the center line of West Fargo Avenue and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Cornelia Avenue.

- bl. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bm. West Roscoe Street, beginning at a point 33 feet north of the center line of West Roscoe Street and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Roscoe Street.
- bn. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bo. West School Street, beginning at a point 33 feet north of the center line of West School Street and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West School Street.
- bp. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bq. West Melrose Street, beginning at a point 33 feet north of the center line of West Melrose Street and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Melrose Street.
- br. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bs. West Belmont Avenue, beginning at a point 40 feet north of the center line of West Belmont Avenue and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Belmont Avenue.
- bt. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bu. West Barry Avenue, beginning at a point 33 feet north of the center line of West Barry Avenue and 34 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Barry Avenue.

- bv. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bw. West Wellington Avenue, beginning at a point 40 feet north of the center line of West Wellington Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Wellington Avenue.
- bx. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- by. West Diversey Avenue, beginning at a point 40 feet north of the center line of West Diversey Avenue and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of West Diversey Avenue.
- bz. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ca. West Wrightwood Avenue, beginning at a point 33 feet north of the center line of West Wrightwood Avenue and 25 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Wrightwood Avenue.
- cb. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- cc. West Clybourn Avenue, beginning at a point 85 feet north of the center line of West Clybourn Avenue and 25 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 85 feet south of the center line of West Clybourn Avenue.
- cd. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ce. West Fullerton Avenue, beginning at a point 45 feet north of the center line of West Fullerton Avenue and 25 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 45 feet south of the center line of West Fullerton Avenue.

- cf. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- cg. North Ashland Avenue, beginning at a point 40 feet north of the center line of North Ashland Avenue and 40 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet south of the center line of North Ashland Avenue.
- ch. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ci. North Elston Avenue, beginning at a point 65 feet north of the center line of North Elston Avenue and 40 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 65 feet south of the center line of North Elston Avenue.
- cj. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ck. West Cortland Street, beginning at a point 33 feet north of the center line of West Cortland Street and 40 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Cortland Street.
- cl. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- cm. West North Avenue, beginning at a point 45 feet north of the center line of West North Avenue and 50 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 45 feet south of the center line of West North Avenue.
- cn. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- co. West Division Street, beginning at a point 50 feet north of the center line of West Division Street and 50 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 50 feet south of the center line of West Division Street.

- cp. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- cq. West Haddon Avenue, beginning at a point 30 feet north of the center line of West Haddon Avenue and 50 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 30 feet south of the center line of West Haddon Avenue.
- cr. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- cs. West Thomas Street, beginning at a point 30 feet north of the center line of West Thomas Street and 50 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 30 feet south of the center line of West Thomas Street.
- ct. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- cu. West Cortez Street, beginning at a point 33 feet north of the center line of West Cortez Street and 30 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Cortez Street.
- cv. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- cw. West Augusta Boulevard, beginning at a point 33 feet north of the center line of West Augusta Boulevard and 30 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of West Augusta Boulevard.
- cx. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- cy. North Racine Avenue, beginning at a point 30 feet north of the center line of North Racine Avenue and 30 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 30 feet west of the center line of North Racine Avenue.

- cz. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- da. North Elston Avenue, beginning at a point 40 feet east of the center line of North Elston Avenue and 30 feet east of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet west of the center line of North Elston Avenue.
- db. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- dc. North May Street, beginning at a point 33 feet east of the center line of North May Street and 30 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet west of the center line of North May Street.
- dd. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- de. North Carpenter Street, beginning at a point 33 feet north of the center line of North Carpenter Street and 34 feet west of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 33 feet south of the center line of North Carpenter Street.
- df. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- dg. North Ogden Avenue, beginning at a point 54 feet east of the center line of North Sangamon Street and 50 feet northeast of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 54 feet west of the center line of North Ogden Avenue.
- dh. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- di. North Sangamon Street, beginning at a point 40 feet north of the center line of North Sangamon Street and 30 feet northeast of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet west of the center line of North Sangamon Street.

- dj. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- dk. North Lessing Street, beginning at a point 40 feet east of the center line of North Lessing Street and 25 feet northeast of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet west of the center line of North Lessing Street.
- dl. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- dm. North Peoria Street, beginning at a point 40 feet east of the center line of North Peoria Street and 30 feet northeast of the center line of the north branch tracks of the Chicago and Northwestern Railroad, to a point 40 feet west of the center line of North Peoria Street.
- dn. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- do. Enters into an Illinois Bell Telephone underground duct system at a point 320 feet west of the Chicago River where it proceeds in an easterly direction under the Chicago River to North Larrabee Street.
- dp. Continuing along and inside the right-of-way of Illinois Bell Telephone in an easterly direction.
- dq. Proceeds under West Chicago Avenue in an easterly direction from North Halsted Street, 4,537 feet to North Clark Street.
- dr. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in an easterly direction.
- ds. Proceeds under North Clark Street in a southerly direction from West Chicago Avenue, 1,103 feet to East Erie Street.
- dt. Continuing along and inside the right-of-way of Illinois Bell Telephone in a southerly direction.
- du. Proceeds under East Erie Street in an easterly direction from North Clark Street, 3,767 feet to North McClurg Court.

- dv. Continuing along and inside the right-of-way of Illinois Bell Telephone in an easterly direction.
- dw. Proceeds under North McClurg Court in a northerly direction from East Erie Street, 361 feet to East Huron Street.
- dx. Continuing along and inside the right-of-way of Illinois Bell Telephone in a northerly direction.
- dy. Proceeds under East Huron Street in an easterly direction along and inside the right-of-way of Illinois Bell Telephone from North McClurg Court, 269 feet to 710 North Lake Shore Drive.

Total distance in feet of C.N.W. railroad crossings 4,485

Total distance in feet of I.B.T. conduit space 10,037

Total footage in the Public Ways for this component is approximately 14,552 feet. The commencement of construction of this component began on or about August 15, 1984. 14,552

B. An Existing Authorized Telecommunications Network Consisting Of Copper Cables Connecting Various Facilities Of The Venturers And/Or Grantee Located In The Network Area.

(1) Facilities Serving The University.

- a. East Superior Street, in a 4-duct conduit, encased in a 15-inch by 15-inch concrete sheath, entering an existing tunnel under the sidewalk on the south side of East Superior Street from an existing tunnel under and across East Superior Street, at a point approximately 753 feet west of the west line of North Lake Shore Drive; thence in an easterly direction in said existing tunnel to a manhole, a distance of approximately 245 feet to the second manhole; and thence in a southerly direction into private property at a point 263 feet west of the west line of North Lake Shore Drive.
- b. East Superior Street, in a 12-duct conduit under and across East Superior Street 350 feet east of the

east line of North Fairbanks Court, measured on the north line of East Superior Street.

- c. East Huron Street, one armored communications cable currently containing 26 pairs of low-voltage communications lines used for audio alarm attached to a 3/16-inch steel guy cable and extending over East Huron Street connecting the garage at 237 East Huron Street with the building at 240 East Huron Street and running a distance of 76 feet at a height of not less than 34 feet above street grade.
- d. East Erie Street, one 900 pair and coaxial telephone communications cable attached to a steel 1/2-inch guy cable connecting the eight-story Health Sciences Building at 240 East Huron Street with the seven-story building at 259 East Erie Street. Said cable extends over and across East Huron Street for a distance of 76 feet above streetgrade and over and above East Erie Street and running a distance of 160 feet at a height of not less than 40 feet above street grade.
- e. East Pearson Street and East Chicago Avenue, an underground audio-video cable connecting underground the American Hospital Association Building located at 840 North Lake Shore Drive with the Mayer Building at 357 East Chicago Avenue, crossing under East Pearson Street for a distance of 80 feet, entering Lake Shore Park and then crossing under East Chicago Avenue for a distance of 100 feet, and running under the Public Way on the south side of East Superior Street for a distance of 175 feet adjacent to the entrance of the Passavant Pavilion located at 303 East Superior Street, and in the public alley in the rear of 212 -- 216 East Superior Street for a distance of 33 feet, connecting the two buildings.

(2) Facilities Authorized To Be Operated By Grantee.

East Huron Street, P.C.V. cable for telecommunications and data communications running in a 6-inch steel conduit adjacent to the building located at 710 North Lake Shore Drive at a depth of 3 feet, 1.5 feet in width and running in a southerly direction under East Huron Street for a distance

of 74 feet originating at the building at 710 North Lake Shore Drive and terminating at the building at 666 North Lake Shore Drive.

Total linear footage in the Public Ways
for this Component: 1,023 feet

C. An Existing Authorized Telecommunications Network Consisting Of Copper Cables Connecting Various Facilities Of The Hospital Located In The Network Area.

- a. East Superior Street and North Fairbanks Court, running in a tunnel under East Superior Street extending approximately 130 feet beginning in the west wall of an existing tunnel that now lies under East Superior Street, connecting Northwestern Memorial Hospital with Passavant Pavilion, and running in a tunnel under North Fairbanks Court extending 66 feet from the Health and Science Building to the Passavant Pavilion.
- b. East Superior Street, running in a tunnel under and diagonally across East Superior Street for a distance of approximately 80 feet, connecting the building at 303 East Superior Street with the building at 310 East Superior Street.
- c. Public alley, running on a bridge over and across the 15-foot north-south public alley west of North Fairbanks Court and connecting the rear of the building at 222 East Superior Street with the building at 250 East Superior Street.

Total distance in feet in the Public Ways for paragraphs a, b and c above is 291 feet. The commencement of construction for such portion of the Network began on or about February 25, 1988.

- d. East Huron Street, running in a bridge over and across East Huron Street connecting the Passavant Pavilion with the Veterans Administration Hospital for a distance of approximately 184 feet.

Total distance in feet in the Public Ways for paragraph (d) is 184 feet. The commencement of construction for such portion of the Network began on or about November 1, 1985.

Total linear footage in Public Ways
for this Component:

475 feet

II. New Footage. A New Communications System To Be Located On The Authorized Routes Located Within An Area Bounded By Walton Street, North Michigan Avenue, Grand Avenue And Lake Shore Drive.

A. A Fiber Optic Communications System Connecting The Facilities Of The Hospital At 240 East Huron Street And 259 East Erie Street.

Said fiber optic communications cable shall extend for a distance of seventy-six (76) feet over and across East Huron Street at a point approximately three hundred twenty-five (325) feet west of the east line of North St. Claire Street.

Said cable shall connect the 237 East Huron and 240 East Huron buildings at a height not less than eighty-four (84) feet above street grade. From a point two hundred (200) feet west of the west line of North Fairbanks Court along the north line of East Erie Street, said fiber optic telecommunications cable shall extend over and across East Erie Street for a total of seventy-six (76) feet to the building located at 259 East Erie Street. The height of said cables shall be not less than forty (40) feet in height above street grade.

Said fiber optic cables shall be used for voice, data and video transmissions between Hospital's facilities at the Health Services Building located at 240 East Huron Street and its facilities located at 259 East Erie Street.

B. A Fiber Optic Communications System Which Connects Facilities Of The Venturers And Which Is To Be Located On The Authorized Routes Located Within An Area Bounded By Walton Street, North Michigan Avenue, Grand Avenue And North Lake Shore Drive.

Up to 500 linear feet of said fiber optic cable may be installed in accordance with Section 7 of this Agreement within the area described above and shall be used for voice, data and video transmissions between the Venturer's facilities within such area.

The exact locations of each component of Grantee's Network described in this Part B shall be presented to and reviewed by the Department of General Services and the Department of Public Works on an on-going basis prior to construction as Grantee files for construction permits and constructs its

Network and construction permits shall be issued by the Department of Public Works specifying the exact locations of Grantee's Network, as set forth in Section 7 of this Agreement.

(Sub)Exhibit 4.

Past Compensation Letter.

June 27, 1991.

Commissioner Benjamin Reyes
Department of General Services
City of Chicago
510 Peshtigo Court, Room 6A
Chicago, Illinois 60611

Dear Commissioner Reyes:

This will acknowledge that, based on comparable rates charged other users of comparable facilities during comparable periods, as computed in Attachment A, Northwestern Technologies Group is required to pay the City of Chicago compensation for the past use of certain parts of the public ways, as more fully described in that certain Not-For-Profit Private Telecommunications Network Use Agreement between the City, N.T.G., Northwestern Memorial Hospital and Northwestern University, dated as of _____, 1991 (the "Agreement"). As of June 30, 1991, the amount of the Past Compensation owed is \$462,851 (the "Past Compensation Amount"). The Past Compensation Amount will be paid to the City in installments in accordance with Section 5.2 of the Agreement.

Sincerely,

(Signed) Patricia H. Todus,
President.

Attachment "A" to this (Sub)Exhibit 4 reads as follows:

Attachment A.

Computation Of Past Compensation.

Segments	Time Period	Type Of Facility	Footage	Compensation Formula	Amount Owed
IA	08/15/84 -- 07/31/86	Fiber Optic	14,522	Z	\$ 29,344
IA	08/01/86 -- 06/30/91	Fiber Optic	14,522	Y	428,399
ICa	02/25/88 -- 06/30/91	Copper	196	Z	1,384
ICb	02/25/88 -- 06/30/91	Copper	80	Z	920
ICc	02/25/88 -- 06/30/91	Copper	15	Z	800
ICd	11/01/85 -- 06/30/91	Copper	184	Z	<u>2,004</u>
Totals as of 6/30/91					\$462,851

1. Segment Section Listed refers to heading in (Sub)Exhibit 2.
2. Y = \$6.00 per linear foot per year payable annually in advance. No credit for partial years.

Z = \$200.00 for the first 50 feet and \$1.00 per linear foot per year thereafter payable annually in advance. No credits for partial years.

(Sub)Exhibit 5.

[N.T.G. Stationery]

Certificate.

The undersigned certifies that she is the President of Northwestern Technologies Group (N.T.G.), an Illinois partnership, and, as such, is duly authorized to execute this certificate on behalf of N.T.G., and, with reference to the Agreement between the City of Chicago and N.T.G., Northwestern Memorial Hospital and Northwestern University, dated as of _____, 1991 (the "Agreement"), hereby certifies as follows:

1. N.T.G. has provided no Services along the Authorized Routes, as defined in the Agreement, which the United States Internal Revenue Service has determined generate unrelated business income, as defined by Sections 511 through 514 of the Internal Revenue Code of 1986, as amended, and related regulations, private letter rulings and court decisions.

2. Except for the persons or organizations listed below, N.T.G. provides no Services to any Affiliates, as defined in the Agreement, except those set forth in Exhibit 1 of the Agreement, as previously amended and filed with the City.

Name Of New Affiliates.

3. The following persons or organizations are no longer Affiliates and receive no telecommunications services from N.T.G.:

Name Of Former Affiliates.

In Witness Whereof, The undersigned officer has executed this certificate on the date shown below.

Northwestern Technologies Group

By: _____
Patricia H. Todus, President

Date: _____

(Sub)Exhibit 6.

Anti-Apartheid Agreement

*Anti-Apartheid Affidavit.
(Professional Service Contracts)*

Specification No.: _____

Contract No.: _____

Purpose Of Affidavit.

Each Contractor with whom the City enters into a contract for professional services must complete this affidavit of compliance with the Chicago Anti-Apartheid Ordinance, Chapter 3-68 of the Municipal Code. Certain terms used in this affidavit are defined in the Anti-Apartheid Ordinance and the regulations issued thereunder, and have the same meanings in this affidavit as in the ordinance and regulations. In order to assure the accuracy of this affidavit, refer to the ordinance and regulations when completing this affidavit. Copies of the ordinance and regulations may be obtained in the offices of the City's Purchasing Agent or Comptroller.

Instructions.

Indicate which of the Certifications below is true by having the authorized representative of the Contractor sign his/her initials in the appropriate brackets. Even if the Contractor is unable to certify that one of the sets of statements is true, the Contractor may qualify for a waiver. See §3-68-096 of the Anti-Apartheid Ordinance.

Certifications.

(x) 1. The Contractor:

- (a) has no contracts for professional services, either directly or through any of its subsidiaries with South Africa, any South African business or any business or corporation for the purpose of assisting operations in or trading with any private or public entity in South Africa (referred to collectively throughout this affidavit as "Prohibited Contracts");
- (b) and its subsidiaries have not been disqualified from acting as a financial institution for the City of Chicago under the Anti-Apartheid Ordinance; and
- (c) its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled grown or mined in South Africa.

() 2. The Contractor:

- (a) and its subsidiaries maintain a policy not to enter into additional Prohibited Contracts in the future, and will maintain that policy during the term of the subject contract with the City;
- (b) and its subsidiaries are actively pursuing a program of disengaging from all Prohibited Contracts, and will complete their disengagement within one year from the date of this affidavit (See Regulations, §5.1 (a) and (b), and attach required information);

- (c) will report on a quarterly basis concerning the status of the disengagement program to the Purchasing Agent and the head of any city department or agency with which the Contractor enters into a professional services contract;
- (d) and its subsidiaries have not been disqualified from acting as a financial institution for the City of Chicago under the Anti-Apartheid Ordinance; and
- (e) its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

Verification.

Under penalty of perjury, I certify that I am the President of
Title (Type or Print)

Northwestern Technologies Group, that I am authorized by the
(Type or Print Name of Contractor)

Contractor to execute this affidavit in its behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true.

(Signed) Patricia H. Todus
Signature of Owner or Authorized
Officer

Patricia H. Todus
Name (Type or Print)

State of Illinois

County of Cook

Subscribed and sworn to
before me this 28th day
of June, 1991.

(Signed) Susan Brown
Notary Public Signature

"Official Seal"
Susan Brown
Notary Public, State of Illinois
My Commission Expires February 24, 1993.

*Anti-Apartheid Affidavit.
(Professional Service Contracts)*

Specification No.: _____

Contract No.: _____

Purpose Of Affidavit.

Each Contractor with whom the City enters into a contract for professional services must complete this affidavit of compliance with the Chicago Anti-Apartheid Ordinance, Chapter 3-68 of the Municipal Code. Certain terms used in this affidavit are defined in the Anti-Apartheid Ordinance and the regulations issued thereunder, and have the same meanings in this affidavit as in the ordinance and regulations. In order to assure the accuracy of this affidavit, refer to the ordinance and regulations when completing this affidavit. Copies of the ordinance and regulations may be obtained in the offices of the City's Purchasing Agent or Comptroller.

Instructions.

Indicate which set of the Certifications below is true by having the authorized representative of the Contractor sign his/her initials in the appropriate bracket. Even if the Contractor is unable to certify that one of the sets of statements is true, the Contractor may qualify for a waiver. See §3-68-096 of the Anti-Apartheid Ordinance.

Certifications.

(x) 1. The Contractor:

- (a) has no contracts for professional services, either directly or through any of its subsidiaries with South Africa, any South African business or any business or corporation for the express purpose of assisting operations in or trading with any private or public entity in South Africa (referred to collectively throughout this affidavit as "Prohibited Contracts");
- (b) and its subsidiaries have not been disqualified from acting as a financial institution for the City of Chicago under the Anti-Apartheid Ordinance; and
- (c) its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

() 2. The Contractor:

- (a) and its subsidiaries maintain a policy not to enter into additional Prohibited Contracts in the future, and will maintain that policy during the term of the subject contract with the City;
- (b) and its subsidiaries are actively pursuing a program of disengaging from all Prohibited Contracts, and will complete their disengagement within one year from the date of this affidavit (See Regulations, §5.1(a) and (b), and attach required information);

- (c) will report on a quarterly basis concerning the status of the disengagement program to the Purchasing Agent and the head of any city department or agency with which the Contractor enters into a professional services contract;
- (d) and its subsidiaries have not been disqualified from acting as a financial institution for the City of Chicago under the Anti-Apartheid Ordinance; and
- (e) its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

Verification.

Under penalty of perjury, I certify that I am the _____
Vice President -- Facilities and Engineering _____ of
Title (Type or Print)

Northwestern Memorial Hospital, that I am authorized by the
(Type or Print Name of Contractor)

Contractor to execute this Affidavit in its behalf, that I have personal knowledge of the certifications made in this affidavit and that the same are true.

(Signed) John A. Westcott
Signature of Owner or Authorized
Officer

John A. Westcott
Name (Type or Print)

State of Illinois

County of Cook

Subscribed and sworn to
before me this 28th day
of June, 1991.

(Signed) D. Reese
Notary Public Signature

"Official Seal"
Dale T. Reese
Notary Public, Cook County, Illinois
My Commission Expires June 25, 1995.

*Anti-Apartheid Affidavit.
(Professional Services Contracts)*

Specification No.: _____

Contract No.: _____

Purpose Of Affidavit.

Each Contractor with whom the City enters into a contract for professional services must complete this affidavit of compliance with the Chicago Anti-Apartheid Ordinance, Chapter 3-68 of the Municipal Code. Certain terms used in this affidavit are defined in the Anti-Apartheid Ordinance and the regulations issued thereunder, and have the same meanings in this affidavit as in the ordinance and regulations. In order to assure the accuracy of this affidavit, refer to the ordinance and regulations when completing this affidavit. Copies of the ordinance and regulations may be obtained in the offices of the City's Purchasing Agent or Comptroller.

Instructions.

Indicate which set of the Certifications below is true by having the authorized representative of the Contractor sign his/her initials in the appropriate bracket. Even if the Contractor is unable to certify that one of

the sets of statements is true, the Contractor may qualify for a waiver. See §3-68-096 of the Anti-Apartheid Ordinance.

Certifications.

(x) 1. The Contractor:

- (a) has no contracts for professional services, either directly or through any of its subsidiaries with South Africa, any South African business, or any business or corporation for the express purpose of assisting operations in or trading with any private or public entity in South Africa (referred to collectively throughout this affidavit as "Prohibited Contracts");
- (b) and its subsidiaries have not been disqualified from acting as a financial institution for the City of Chicago under the Anti-Apartheid Ordinance; and
- (c) its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

() 2. The Contractor:

- (a) and its subsidiaries maintain a policy not to enter into additional Prohibited Contracts in the future, and will maintain that policy during the term of the subject contract with the City;
- (b) and its subsidiaries are actively pursuing a program of disengaging from all Prohibited Contracts, and will complete their disengagement within one year from the date of this affidavit (See Regulations, §5.1 (a) and (b), and attach required information);
- (c) will report on a quarterly basis concerning the status of the disengagement program to the Purchasing Agent and the head of any city department or agency with which the Contractor enters into a professional services contract;

- (d) and its subsidiaries have not been disqualified from acting as a financial institution for the City of Chicago under the Anti-Apartheid Ordinance; and
- (e) its subcontractors under the subject contract will not provide to the City under the subject contract any goods that were principally manufactured, produced, assembled, grown or mined in South Africa.

Verification.

Under penalty of perjury, I certify that I am the _____
Senior Vice President for Business and Finance _____ of

Title (Type or Print)

Northwestern University _____, that I am authorized by the Contractor to
(Type or Print Name of Contractor)
execute this affidavit in its behalf, that I have personal knowledge of the
certifications made in this affidavit and that the same are true.

(Signed) C. William Fischer
Signature of Owner or Authorized
Officer

C. William Fischer
Name (Type or Print)

State of Illinois

County of Cook

Subscribed and sworn to
before me this 27th day
of June, 1991.

(Signed) Rosemary Rasmussen
Notary Public Signature

"Official Seal"

Rosemary Rasmussen

Notary Public, State of Illinois

My Commission Expires March 13, 1993.

(Sub)Exhibit 7.

Anti-Corruption Certifications

Certification.

The undersigned Patricia H. Todus (Name), as President (Title) and on behalf of Northwestern Technologies Group ("Grantee") having been duly sworn under oath certifies that:

Section I.

Grantee Certification.

A. The Grantee or any contractor or subcontractor to be used in the construction, operation and maintenance of Grantee's telecommunications system in the public ways of the City or any affiliated entity¹ of the Grantee or any such contractor or subcontractor, or any responsible official thereof, or any other official, agent or employee of the Grantee, any such subcontractor or any such affiliated entity¹, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification:

- 1) Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

- 2) Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- 3) Made an admission of guilt of such conduct described in A (1) and (2) above which is a matter of record but has not been prosecuted for such conduct.

B. Grantee, or any agent, partner, employee or officer of Grantee is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five years prior to the date of submittal of this bid, proposal or response.

C. Grantee or any agent, partner, employee, or officer² of the Grantee is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.

D. Grantee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General".

Section II.

Subcontractor Certification.

1. Grantee has obtained from all contractors and subcontractors to be used in the construction, operation and maintenance of its Telecommunications System, known by Grantee at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any other information known or obtained by Grantee, the Grantee is not aware of any such contractor, subcontractor contractor's or subcontractor's affiliated entity¹, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section IA, (1) or (2) of this certification, (b) bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct

described in Section IA, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

2. Grantee will, prior to using them as contractors or subcontractors, obtain from all contractors and subcontractors to be used in the performance of Grantee's construction, operation and maintenance of its Telecommunications System, but not yet known by Grantee at this time, certifications in form and substance equal to this certification. Grantee shall not, without the prior written permission of the City, use any of such contractor or subcontractors if Grantee, based on such certifications or any other information known or obtained by Grantee, becomes aware of such contractor, subcontractor, contractor or subcontractor's affiliated entity¹ or any agent, employee or officer of such contractor or contractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) of any of the conduct described in Section IA, (1) or (2) of this certification; or (b) of bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section IA, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

3. Grantee will maintain on file for the duration of the contract all certifications required by Section II, (1) and (2) above, for all contractors and subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. Grantee will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.

5. Grantee hereby agrees, if the City so demands, to terminate its subcontract with any contractor or subcontractor, if such contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Ch. 2-92-320 of the Chicago Municipal Code, or if applicable, under Section 33E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Grantee shall insert adequate provisions in all contracts and subcontracts to allow it to terminate such contracts or subcontracts as required by this certification.

Section III.

State Tax Delinquencies.

(In completing this Section III, mark the box opposite the appropriate subsection with an "X" and place your initials in the subsection.)

- (x) A. Grantee is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Grantee is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Initials: P.H.T.

- () B. Grantee has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement as of the date hereof.

Initials: _____

- () C. Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections A and B of this Section III, above 5.

Initials: _____

Section IV.

Punishment.

Any person who makes a false statement, material to Section IB of this certification commits a Class 3 felony, Ill. Rev. Stat., 1989, Ch. 38, 33E-11 (B). Making a false statement concerning Section III of this certification is a Class A misdemeanor and shall result in a refusal of the privileges being sought or shall void any privileges previously granted in connection therewith, Ill. Rev. Stat., Ch. 24, Sec.11-42.1-1.

*Section V.**Incorporation Into Agreement.*

This Certification shall become part of any agreement executed between the City of Chicago and Grantee regarding Grantee's use of the public ways of the City to construct, operate and maintain a Telecommunications System.

Northwestern
Technologies Group
Name of Grantee

(Signed) Patricia H. Todus
Signature of Authorized
Officer

President
Title (Print or Type)

State of Illinois

County of Cook

Signed and sworn to before me this 28th day of June, 1991
by Patricia H. Todus (Name) as President (Title)
of Northwestern Technologies Group (Grantee).

(Seal)

(Signed) Susan Brown
Notary Public Signature

"Official Seal"
Susan Brown
Notary Public, State of Illinois
My Commission Expires February 24, 1993

Notes 1 -- 5.

1. In accordance with Chapter 2-29-320 of the City of Chicago Municipal Code, the Grantee or a subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 2-92-320 of the City of Chicago Municipal Code using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids, or (2) submits a bid that is of

such a price or other material term or terms that he does not intend the bid to be accepted, Ill. Rev. Stat., 1989, Ch. 38, Sec. 33E-3.

4. For purposes of Section I of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, Ill. Rev. Stat., 1989, Ch. 38, Sec. 33E-4.

5. Chapter 24, Section 11-42.1-1 of the Illinois Revised Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with such Agreement.

Certification.

The undersigned C. William Fischer (Name), as Senior Vice President (Title) and on behalf of Northwestern University ("Grantee") having been duly sworn under oath certifies that:

Section I.

Grantee Certification.

A. The Grantee or any contractor or subcontractor to be used in the construction, operation and maintenance, of Grantee's telecommunications system in the public ways of the City or any affiliated entity¹ of the Grantee or any such contractor or subcontractor, or any responsible official thereof, or any other official, agent or employee of the Grantee, any such subcontractor or any such affiliated entity¹, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification:

- 1) Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
- 2) Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- 3) Made an admission of guilt of such conduct described in A (1) and (2) above which is a matter of record but has not been prosecuted for such conduct.

B. Grantee, or any agent, partner, employee or officer of Grantee is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five years prior to the date of submittal of this bid, proposal or response.

C. Grantee or any agent, partner, employee, or officer² of the Grantee is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.

D. Grantee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General".

Section II.

Subcontractor Certification.

1. Grantee has obtained from all contractors and subcontractors to be used in the construction, operation and maintenance of its Telecommunications System, known by Grantee at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any other information known or obtained by Grantee, the Grantee is not aware

of any such contractor, subcontractor contractor's or subcontractor's affiliated entity¹, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section IA (1) or (2) of this certification, (b) bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating or having made an admission of guilt of the conduct described in Section IA, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

2. Grantee will, prior to using them as contractors or subcontractors, obtain from all contractors and subcontractors to be used in the performance of Grantee's construction, operation and maintenance of its Telecommunications System, but not yet known by Grantee at this time, certifications in form and substance equal to this certification. Grantee shall not, without the prior written permission of the City, use any of such contractor or subcontractors if Grantee, based on such certifications or any other information known or obtained by Grantee, becomes aware of such contractor, subcontractor, contractor or subcontractor's affiliated entity¹ or any agent, employee or officer of such contractor or contractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) of any of the conduct described in Section IA, (1) or (2) of this certification; or (b) of bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section IA, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

3. Grantee will maintain on file for the duration of the contract all certifications required by Section II, (1) and (2) above, for all contractors and subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. Grantee will not, without the prior written consent of the City, use as contractors or subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Grantee is unable to obtain a certification in form and substance equal to this certification.

5. Grantee hereby agrees, if the City so demands, to terminate its subcontract with any contractor or subcontractor, if such contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Ch. 2-92-320 of the Chicago Municipal Code, or if applicable, under Section 33E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Grantee shall insert adequate provisions in all contracts and subcontracts to allow it to terminate such contracts or subcontracts as required by this certification.

*Section III.**State Tax Delinquencies.*

(In completing this Section III, mark the box opposite the appropriate subsection with "X" and place your initials in the subsection.)

- (x) A. Grantee is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Grantee is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Initials: C.W.F.

- () B. Grantee has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement as of the date hereof.

Initials:

- () C. Grantee is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections A and B of this Section III, above⁵.

Initials:

*Section IV.**Punishment.*

Any person who makes a false statement, material to Section IB of this certification commits a Class 3 felony, Ill. Rev. Stat. 1989, Ch. 38, 33E-11 (B). Making a false statement concerning Section III of this certification is a Class A misdemeanor and shall result in a refusal of the privileges being

sought or shall void any privileges previously granted in connection therewith. Ill. Rev. Stat., Ch. 24, Sec. 11-42.1-1.

Section V.

Incorporation Into Agreement.

This Certification shall become part of any agreement executed between the City of Chicago and Grantee regarding Grantee's use of the public ways of the City to construct, operate and maintain a Telecommunications System.

Northwestern University
Name of Grantee

(Signed) C. William Fischer
Signature of Authorized
Officer

Senior Vice President for
Business and Finance
Title (Print or Type)

State of Illinois

County of Cook

Signed and sworn to before me on June 27, 1991 by C. William Fischer (Name) as Senior Vice President (Title) of Northwestern University (Grantee).

(Signed) Rosemary Rasmussen
Signature of Notary

"Official Seal"
Rosemary Rasmussen
Notary Public, State of Illinois
My Commission Expires March 13, 1993

Notes 1 -- 5.

1 In accordance with Chapter 2-29-320 of the City of Chicago Municipal Code, the Grantee or a contractor or subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: inter-locking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 2-29-320 of the City of Chicago Municipal Code using substantially the same management, ownership or principals as the ineligible entity.

2 No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3 For purposes of Section I of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids, or (2) submits a bid that is of

such a price or other material term or terms that he does not intend the bid to be accepted, Ill. Rev. Stat., 1989, Ch. 38, Sec. 33E-3.

4 For purposes of Section I of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, Ill. Rev. Stat., 1989, Ch. 38, Sec. 33E-4.

5 Chapter 24, Section 11-42.1-1 of the Illinois Revised Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with such agreement.

Certification.

The undersigned John A. Westcott (Name), as Vice President -- Facilities and Engineering (Title) and on behalf of Northwestern Memorial Hospital ("Grantee") having been duly sworn under oath certifies that:

Section I.

Grantee Certification.

A. The Grantee or any contractor or subcontractor to be used in the construction, operation and maintenance, of Grantee's telecommunications system in the public ways of the City or any affiliated entity¹ of the Grantee or any such contractor or subcontractor, or any responsible official thereof, or any other official, agent or employee of the Grantee, any such subcontractor or any such affiliated entity¹, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification:

- 1) Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
- 2) Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- 3) Made an admission of guilt of such conduct described in A (1) and (2) above which is a matter of record but has not been prosecuted for such conduct.

B. Grantee, or any agent, partner, employee or officer of Grantee is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging³ in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging³ during a period of five years prior to the date of submittal of this bid, proposal or response.

C. Grantee or any agent, partner, employee, or officer² of the Grantee is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating⁴.

D. Grantee understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General".

Section II.

Subcontractor Certification.

1. Grantee has obtained from all contractors and subcontractors to be used in the construction, operation and maintenance of its Telecommunications System, known by Grantee at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any

other information known or obtained by Grantee, the Grantee is not aware of any such contractor, subcontractor contractor's or subcontractor's affiliated entity¹, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section IA (1) or (2) of this certification, (b) bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating or having made an admission of guilt of the conduct described in Section IA, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

2. Grantee will, prior to using them as contractors or subcontractors, obtain from all contractors and subcontractors to be used in the performance of Grantee's construction, operation and maintenance of its Telecommunications System, but not yet known by Grantee at this time, certifications in form and substance equal to this certification. Grantee shall not, without the prior written permission of the City, use any of such contractor or subcontractors if Grantee, based on such certifications or any other information known or obtained by Grantee, becomes aware of such contractor, subcontractor, contractor or subcontractor's affiliated entity¹ or any agent, employee or officer of such contractor or contractor or subcontractor's affiliated entity¹ having engaged in or been convicted of: (a) of any of the conduct described in Section IA, (1) or (2) of this certification; or (b) of bid-rigging³, bid-rotating⁴, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section IA, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

3. Grantee will maintain on file for the duration of the contract all certifications required by Section II, (1) and (2) above, for all contractors and subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. Grantee will not, without the prior written consent of the City, use as contractors or subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Grantee is unable to obtain a certification in form and substance equal to this certification.

5. Grantee hereby agrees, if the City so demands, to terminate its subcontract with any contractor or subcontractor, if such contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Ch. 2-92-320 of the Chicago Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Grantee shall insert adequate provisions in all contracts and subcontracts to allow it to terminate such contracts or subcontracts as required by this certification.

*Section III.**State Tax Delinquencies.*

(In completing this Section III, mark the box opposite the appropriate subsection with "X" and place your initials in the subsection.)

- (x) A. Grantee is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Grantee is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Initials: J.A.W.

- () B. Grantee has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement as of the date hereof.

Initials:

- () C. Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections A and B of this Section III, above⁵.

Initials:

*Section IV.**Punishment.*

Any person who makes a false statement, material to Section IB of this certification commits a Class 3 felony, Ill. Rev. Stat., 1989, Ch. 38, 33E-11 (B). Making a false statement concerning Section III of this certification is a

Class A misdemeanor and shall result in a refusal of the privileges being sought or shall void any privileges previously granted in connection therewith, Ill. Rev. Stat., Ch. 24, Sec. 11-42.1-1.

Section V.

Incorporation Into Agreement.

This Certification shall become part of any agreement executed between the City of Chicago and Grantee regarding Grantee's use of the public ways of the City to construct, operate and maintain a Telecommunications System.

Northwestern Memorial
Hospital
Name of Grantee

(Signed) John A. Westcott
Signature of Authorized
Officer

Vice President -- Facilities
and Engineering
Title (Print or Type)

State of Illinois

County of Cook

Signed and sworn to before me on 28th day of June, 1991,
by John A. Westcott (Name) as Vice President -- Facilities
and Engineering (Title) of Northwestern Memorial Hospital
(Grantee).

(Seal)

(Signed) Jennifer Woll Sweer
Signature of Notary

"Official Seal"
Jennifer Woll Sweer
Notary Public, Cook County, Illinois
My Commission Expires February 13, 1994.

Notes 1 -- 5.

1 In accordance with Chapter 2-29-320 of the City of Chicago Municipal Code, the Grantee or a contractor or subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 2-92-320 of the City of Chicago Municipal Code using substantially the same management, ownership or principals as the ineligible entity.

2 No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3 For purposes of Section I of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of

such a price or other material term or terms that he does not intend the bid to be accepted, Ill. Rev. Stat., 1989, Ch. 38, Sec. 33E-3.

⁴ For purposes of Section I of this certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, Ill. Rev. Stat., 1989, Ch. 38, Sec. 33E-4.

⁵ Chapter 24, Sec. 11-42.1-1 of the Illinois Revised Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with such Agreement.

(Sub)Exhibit 8.

Disclosure Of Ownership Interest Affidavits.

Disclosure Of Ownership Interests.

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder or selected proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "none". Note: The person preparing Section I, II, III, IV or V of this statement must sign the bottom of Page 3 before a Notary Public.

Bidder/Proposer Name: Northwestern Technologies Group

Bidder/Proposer Address: 680 North Lake Shore Drive, Chicago, Illinois
60611

Bidder/Proposer is a (check one):

- ☐ Corporation ☐ Sole Proprietor ☒ Partnership
☐ Not-for-Profit Corporation ☐ Joint Venture* ☐ Other

* Each Joint Venture Partner must submit a completed Disclosure of Ownership Interests.

Section I.

For Profit Corporations.

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes ☐ No ☐
- c. Names of officers and directors of corporation (List Names and Titles):

Name (Print or Type)

Title (Print or Type)

- d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. The corporation is owned partially or completely by one or more other corporations: Yes ☐ No ☐

If "yes", submit a Disclosure of Ownership Interests form for each of said corporations.

- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each:

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Name(s) Of Principal(s) (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

Section IV.

*Land Trusts, Business Trusts, Estates
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

*Section V.**Not-For-Profit Corporations.*

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes [] No []
- c. Names of officers and/or directors of corporation (list names and titles):

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

Note: Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, the Corporation Counsel of the City of Chicago may require any such additional information from any entity to achieve full disclosure relevant to the contract. Pursuant to Section 26.1-2 of the Municipal Code of the City of Chicago any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

State of Illinois)
) SS.
 County of Cook)

The undersigned having been duly sworn, states that (he) or (she) is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules, is true and complete to the best of (his) or (her) knowledge and that the applicant has withheld no disclosure as to economic interest in the undertaking for which this application is made,

nor reserved any information, date or plan as to the intended use or purpose for which it seeks action by the City.

(Signed): Patricia H. Todus
Signature of Person Making Statement

Patricia H. Todus
Print or Type

President
Title

Subscribed to before me
this 28th day of
June A.D., 1991.

(Signed) Susan Brown
Notary Public Signature

"Official Seal"
Susan Brown
Notary Public, State of Illinois
My Commission Expires February 24, 1993.

Disclosure Of Ownership Interests.

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder or selected proposer. Every question must be answered. If the question is not

applicable, answer with "N/A". If the answer is none, please answer "none".
Note: The person preparing Section I, II, III, IV or V of this statement must sign the bottom of Page 3 before a Notary Public.

Bidder/Proposer Name: Northwestern University

Bidder/Proposer Address: 633 Clark Street, Evanston, Illinois 60208

Bidder/Proposer is a (check one):

☐ Corporation;	☐ Sole Proprietor;	☐ Partnership;
☒ Not-for-Profit Corporation;	☐ Joint Venture*;	☐ Other

* Each Joint Venture Partner must submit a completed Disclosure of Ownership Interests.

Section I.

For Profit Corporations.

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes ☐ No ☐
- c. Names of officers and directors of corporation (List Names and Titles):

Name (Print or Type)

Title (Print or Type)

_____	_____
_____	_____
_____	_____

- d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. The corporation is owned partially or completely by one or more other corporations: Yes [] No []

If "yes", submit a Disclosure of Ownership Interests form for each of said corporations.

- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section II.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

Section III.

Sole Proprietorships.

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [] No [] If No, complete items b. and c. of this Section III.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee hold such interest:

Name(s) Of Principal(s) (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

Section IV.

*Land Trusts, Business Trusts, Estates
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

*Section V.**Not-For-Profit Corporations.*

- a. Incorporated in the State of Illinois
- b. Authorized to do business in the State of Illinois: Yes [x] No []
- c. Names of officers and/or directors of corporation (list names and titles):

Name (Print or Type)

Title (Print or Type)

(See attached list.)

Note: Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, the Corporation Counsel of the City of Chicago may require any such additional information from any entity to achieve full disclosure relevant to the contract. Pursuant to Section 26.1-2 of the Municipal Code of the City of Chicago any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

State of Illinois)
) SS.
 County of Cook)

The undersigned having been duly sworn, states that (he) or (she) is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules, is true and complete to the best of (his) or (her) knowledge, and that the applicant has withheld no disclosure as to economic interest in the undertaking for which this application is made,

nor reserved any information, date or plan as to the intended use or purpose for which it seeks action by the City.

(Signed) C. William Fischer
Signature of Person Making Statement

C. William Fischer
Name of Person Making Statement
(Print or Type)

Senior Vice President for Business and
Finance
Title

Subscribed to before me
this 27th day of
June A.D., 1991.

(Signed) Rosemary Rasmussen
Notary Public Signature

"Official Seal"
Rosemary Rasmussen
Notary Public, State of Illinois
My Commission Expires March 13, 1993

Officers Of Northwestern University.

Arnold R. Weber -- President

C. William Fischer -- Senior Vice President for Business and Finance

Robert B. Duncan -- Provost

Jim G. Carleton -- Vice President for Student Affairs

David H. Cohen -- Vice President for Research and Dean of the Graduate School

William I. Ihlanfeldt -- Vice President for Institutional Relations

Marilyn McCoy -- Vice President for Administration and Planning

Peter G. Roll -- Vice President for Information Services

Ronald D. Vanden Dorpel -- Vice President for University Development and Alumni Relations

Michael C. Weston -- Vice President and General Counsel

The mailing address for all officers is: 633 Clark Street
Evanston, Illinois 60208

Disclosure Of Ownership Interests.

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder or selected proposer. Every question must be answered. If the question is not applicable, answer with "N/A". If the answer is none, please answer "none". Note: The person preparing Section I, II, III, IV or V of this statement must sign the bottom of Page 3 before a Notary Public.

Bidder/Proposer Name: Northwestern Memorial Hospital

Bidder/Proposer Address: 250 East Superior Street, Chicago, Illinois
60611

Bidder/Proposer is a (check one):

☐ Corporation	☐ Sole Proprietor	☐ Partnership
☒ Not-for-Profit Corporation	☐ Joint Venture*	☐ Other

* Each Joint Venture Partner must submit a completed Disclosure of Ownership Interests.

Section I.

For Profit Corporations

- a. Incorporated in the State of _____
- b. Authorized to do business in the State of Illinois: Yes ☐ No ☐
- c. Names of officers and directors of corporation (List Names and Titles):

Name (Print or Type)

Title (Print or Type)

- d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- e. The corporation is owned partially or completely by one or more other corporations: Yes ☐ No ☐

If "yes", submit a Disclosure of Ownership Interests form for each of said corporations.

- f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section II.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

Section III.

Sole Proprietorships.

- a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [] No [] If No, complete items b. and c. of this Section III.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee hold such interest:

Name(s) Of Principal(s) (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

*Section IV.**Land Trusts, Business Trusts, Estates
And Other Entities.*

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary:

*Section V.**Not-For-Profit Corporations*

- a. Incorporated in the State of Illinois
- b. Authorized to do business in the State of Illinois: Yes [X] No []
- c. Names of officers and/or directors of corporation (list names and titles):

Name (Print or Type)

Title (Print or Type)

(See attached list)

Note: Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, the Corporation Counsel of the City of Chicago may require any such additional information from any entity to achieve full disclosure

(Seal)

"Official Seal"

Dale T. Reese

Notary Public, Cook County, Illinois

My Commission Expires May 22, 1995.

Northwestern Memorial Hospital

Corporate Officers

1991

William D. Smithburg
Chairman

Robert D. Krebs
Vice Chairman

Ormand J. Wade
Secretary

Gary A. Mecklenburg
President

Kathleen G. Murray
Executive Vice President

Peter S. Fine
Senior Vice President

Lawrence L. Michaelis, M.D.
Senior Vice President, Medical Affairs

Eugene G. Principi
Senior Vice President, Finance and Treasurer

David R. Van Horn
Senior Vice President, Corporate Development

Anne M. Bolger
Vice President, Nursing

William D. Fissinger
Vice President, Fund Development

Mark R. Gavens
Vice President, Professional Services

John R. Loya
Vice President, Human Resources

Paul D. Maddrell
Vice President, Clinical Programs

Ralph M. Weber
Vice President, Planning

John A. Westcott
Vice President, Facilities and Engineering

Mitchell J. Wiet
Vice President and General Counsel

Anne B. Blanton
Assistant Secretary

Linda K. Burt
Assistant Treasurer

Northwestern Memorial Hospital

Board Of Directors

1991

Harry N. Beaty, M.D.

William L. Boyd

Charles T. Brumback

William A. Caro, M.D.

Michael F. Carter, M.D.

Raymond H. Drymalski

David W. Fox

Charles R. Gardner

Robert D. Krebs

Gary A. Mecklenburg

David L. Nahrwold, M.D.

Charles E. Schroeder

William D. Smithburg

Ormand J. Wade

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) for grants of privilege in the public way.

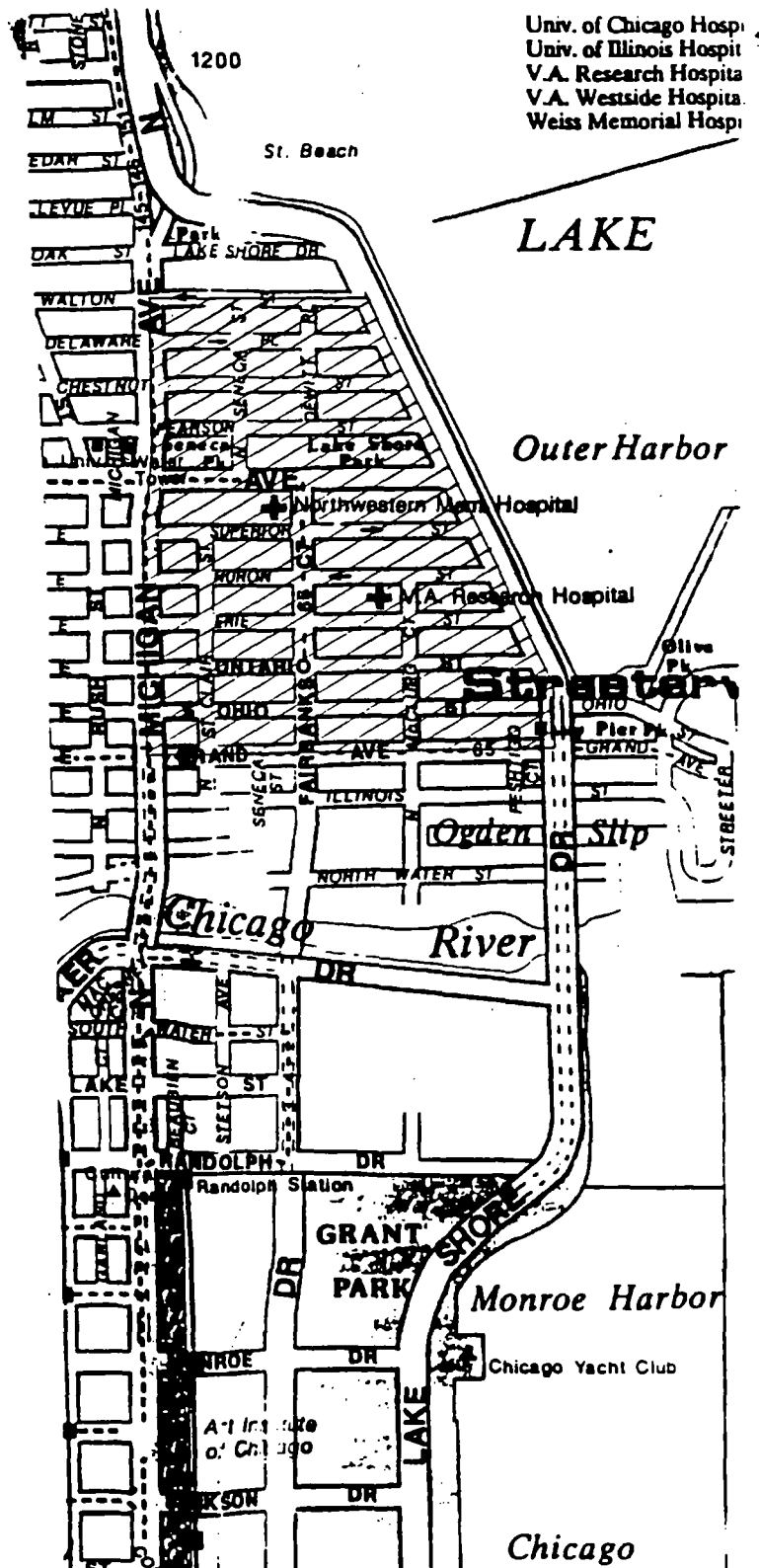
This recommendation was concurred in unanimously by a viva voce vote of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 4120)

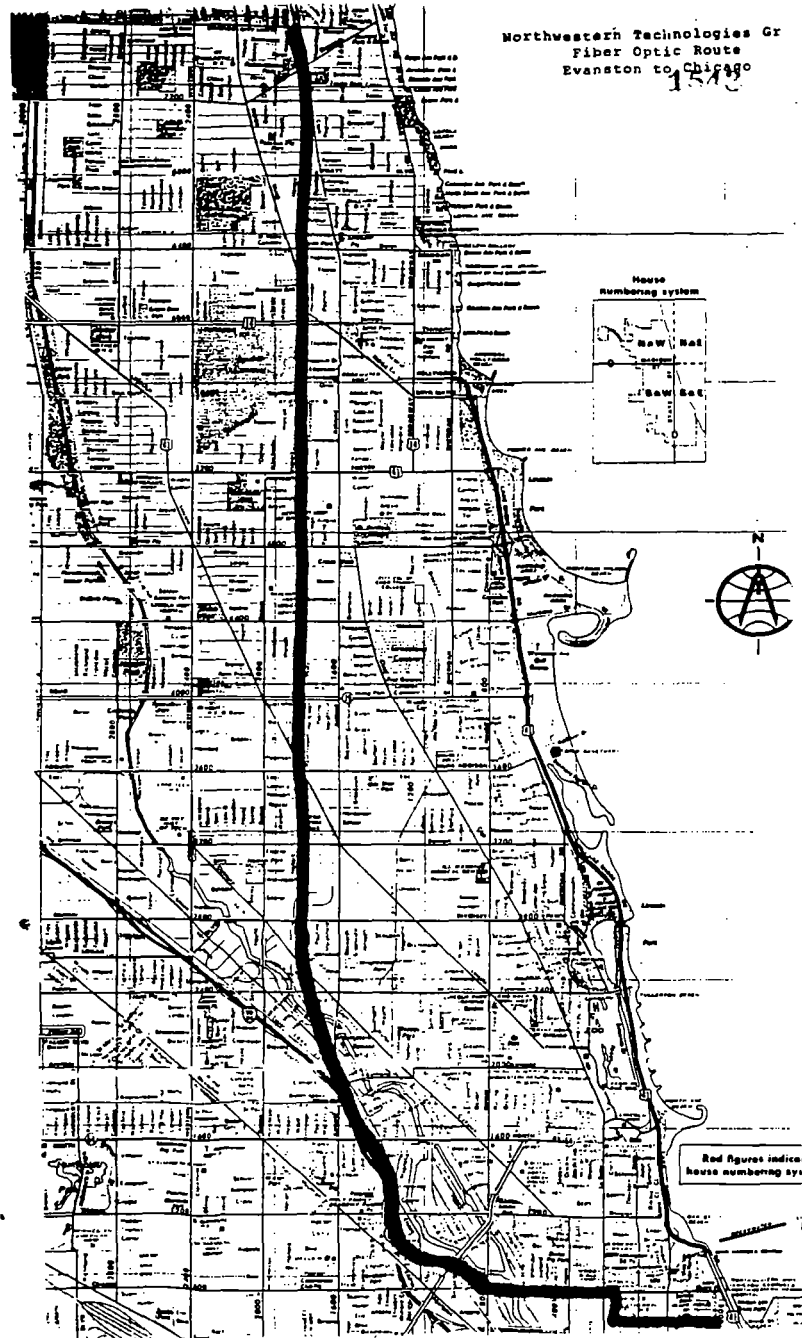
Location Map.



(Sub)Exhibit 3

(Page 2 of 2)

Network Service Area.



(Continued from page 4117)

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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Auditorium Garage, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Auditorium Garage, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a four-level cantilevered structure over the public right-of-way adjacent to its property located at 63 -- 69 East Congress Parkway to be used for the purpose of parking automobiles. Said four-level structure shall not extend north more than twenty (20) feet from the north property line and in no event beyond the south curb line of East Congress Parkway and shall be held twelve (12) feet ten (10) inches above the level of the pavement at the curb, and shall not extend more than seventy-one (71) feet in length. Authority for the above named privilege shall remain in effect for five (5) years from and after July 28, 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 Two Thousand Eight Hundred Sixty-three and no/100 Dollars (\$2,863.00) 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 to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 4123 of this Journal.]

Chicago West Pullman And Southern Railroad Company.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago West Pullman and Southern Railroad Company, a corporation, its successors and assigns, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade on and across East 104th Street, two hundred eighty-one (281) feet east of the east line of South Torrence Avenue; for a period of five (5) years from and after February 15, 1989.

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 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 to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 4127 of this Journal.]

*Cosmopolitan National Bank Of Chicago,
Under Trust Number 29505.*

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

SECTION 1. Permission and authority are hereby given and granted to Cosmopolitan National Bank of Chicago, under Trust Number 29505, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use one (1) plywood overhang housing eight (8) security lights over the public way adjacent to its premises at 511 North Halsted Street. Said privilege shall extend forty-three (43) feet in length and two (2) feet in width. Grantee must comply with all Building Code requirements. 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,

(Continued on page 4128)

(Continued from page 4126)

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 privileges 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 Four Hundred and no/100 Dollars (\$400.00) 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 to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 4131 of this Journal.]

Fresh Flower Factory.

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

SECTION 1. Permission and authority are hereby given and granted to Fresh Flower Factory, upon the terms and subject to the conditions of this ordinance to construct, maintain and operate one (1) display of merchandise on the public way adjacent to the premises known as 40 East Chicago Avenue. Said privilege shall extend nineteen (19) feet in length and three (3) feet in width along East Chicago Avenue. Said privilege shall be used only for the display of flowers in temporary removable structures that are removed before the close of business each day. Authority herein given and granted shall be for a period of two (2) 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 One and no/100 Dollars (\$101.00) 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 4132)

(Continued from page 4130)

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.

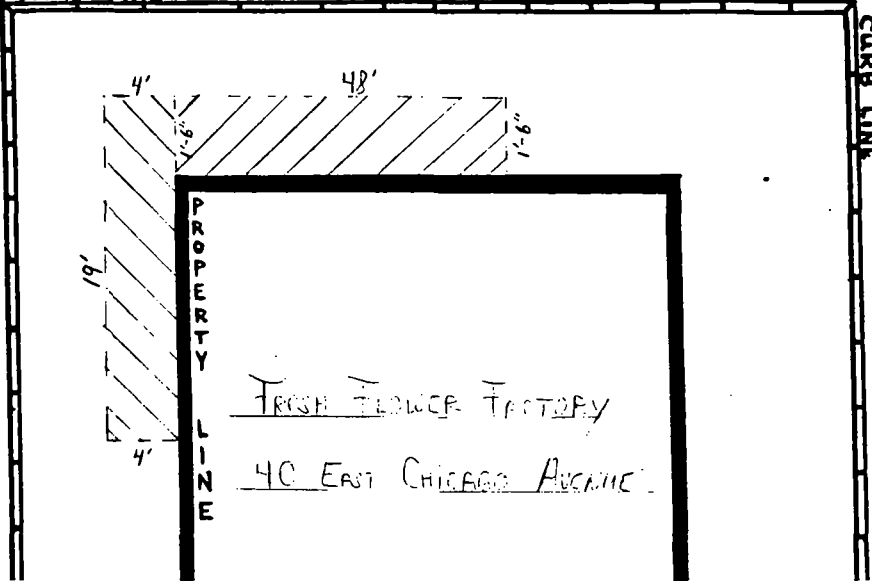
SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 4134 of this Journal.]

Ordinance associated with this drawing printed on
pages 4130 through 4133 of this Journal.

Wabash Avenue

CURB LINE



Chicago Avenue

CURB LINE



Fulton Street Joint Venture.

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

SECTION 1. Permission and authority are hereby given and granted to Fulton Street Joint Venture, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use one (1) loading dock and I-beam on the public way adjacent to its premises located at 928 West Fulton Street. Said loading dock shall extend twenty-five (25) feet in length and ten (10) feet in width for a total of two hundred fifty (250) square feet. Said I-beam shall extend ten (10) feet in length and one (1) foot in width for a total of ten (10) square feet. Authority herein given and granted shall be for a period of five (5) years from and after date of passage.

The location of said privileges shall be as shown on print hereto attached, which by reference is made a part of this ordinance. Said privileges 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 privileges 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 Four Hundred and no/100 Dollars (\$400.00) 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 to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 4138 of this Journal.]

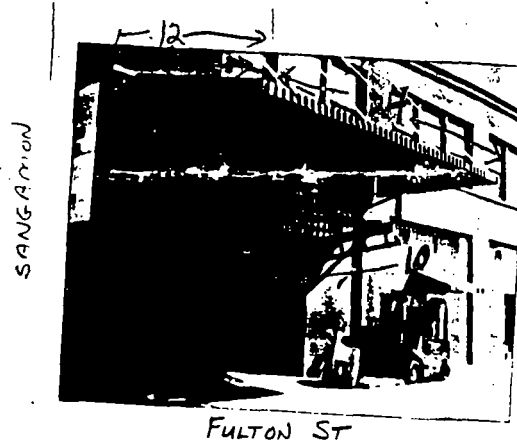
Mr. Tomislav Lazarevski.

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

SECTION 1. Permission and authority are hereby given and granted to Tomislav Lazarevski, upon the terms and subject to the conditions of this ordinance to construct and maintain one (1) sample basin under the sidewalk in front of the premises known as 1316 South Halsted Street. Said sample basin shall be sixty (60) inches in diameter at the base tapering to thirty-six (36) inches at the top. Said basin shall be located eight (8) feet below sidewalk grade and approximately four (4) feet from the property line. Said basin is to be attached to the building and City of Chicago sewer lines for the purpose of permitting the Sanitary District twenty-four (24) hour sampling. The authority herein granted shall be for a period of five (5) years from and after September 28, 1988.

(Continued on page 4139)

Ordinance associated with this drawing printed on
pages 4135 through 4137 of this Journal.



LOADING DOCK
25 X 10

(Continued from page 4137)

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 privileges 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 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 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. 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 to be paid to the Department of General Services.

[Drawing attached to this ordinance printed on
page 4142 of this Journal.]

Rush Oak Limited Partnership.

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

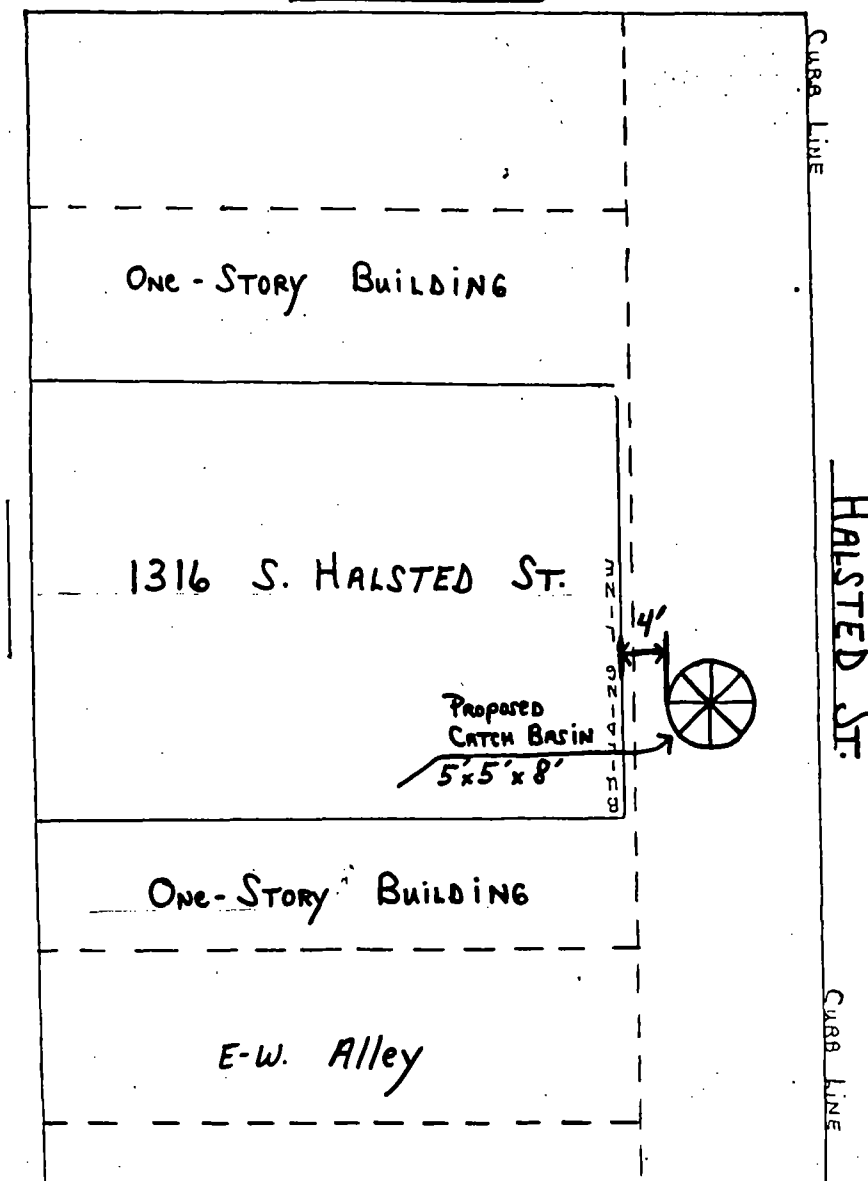
SECTION 1. Permission and authority are hereby given and granted to Rush Oak Limited Partnership, an Illinois limited partnership, to construct, maintain and use one (1) vaulted sub subsurface sidewalk space in the public way adjacent to the premises located at 943 -- 951 North Rush Street. Said privilege shall extend one hundred six (106) feet in length and fourteen (14) feet in width for a total of one thousand four hundred eighty-four (1,484) square feet along North Rush Street. Said privilege shall be used to contain a Commonwealth Edison transformer vault for the building, two (2) equipment rooms and two (2) tree pits. 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 Two Thousand Eight Hundred Fifty and no/100 Dollars (\$2,850.00) 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

(Continued on page 4143)

Ordinance associated with this drawing printed on
pages 4137 through 4141 of this Journal.



(Continued from page 4141)

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 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. 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 to be paid to the Department of General Services.

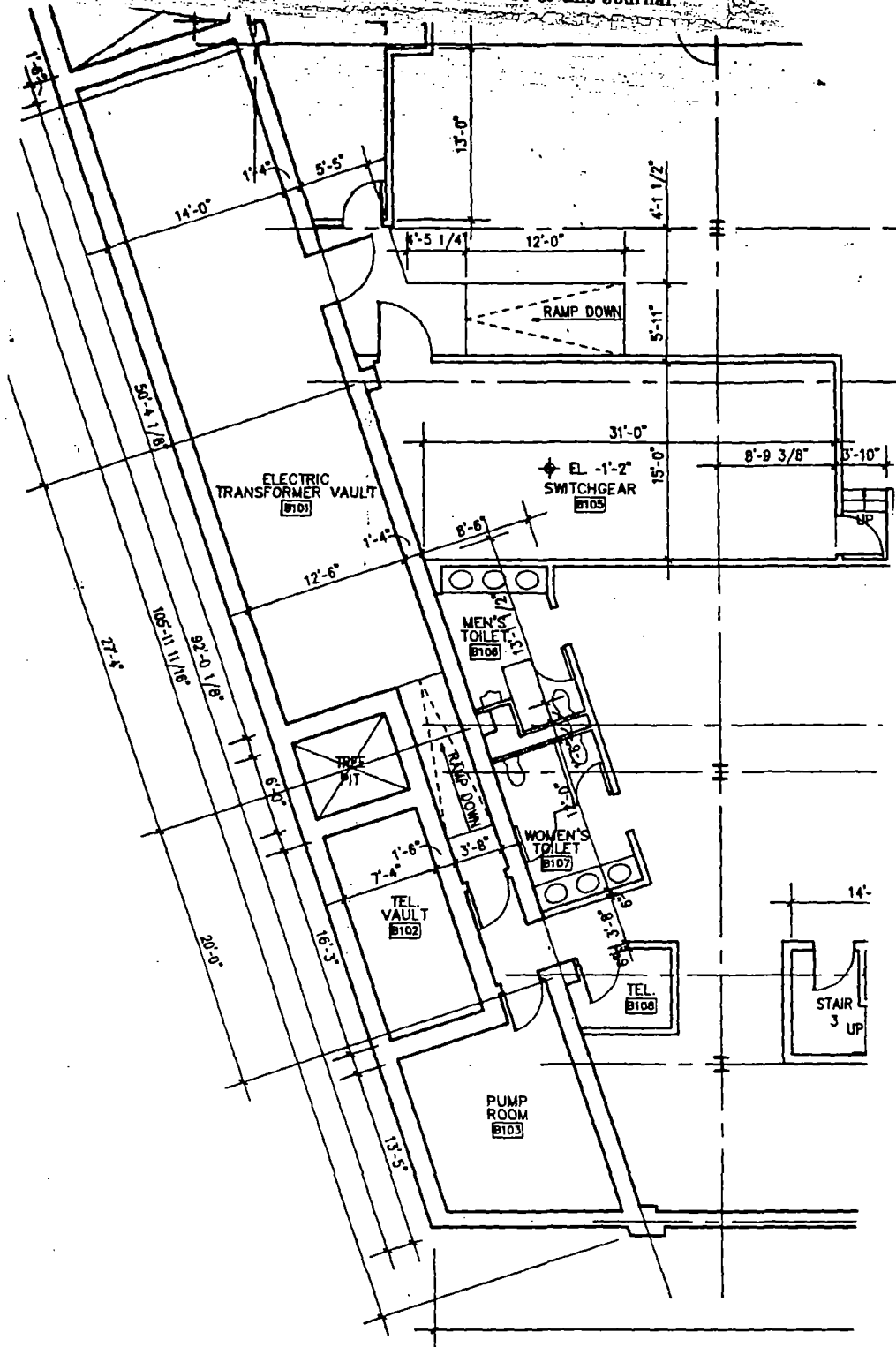
[Drawing attached to this ordinance printed on
page 4145 of this Journal.]

7/24/91

REPORTS OF COMMITTEES

4145

Ordinance associated with this drawing printed on
pages 4141 through 4144 of this Journal



A BASEMENT - CONSTRUCTION PLAN
1/8"=1'-0"

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) to grant permission to various establishments to maintain and use positions 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Imperial Cathay, Inc. (Doing Business As The Imperial Cathay Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Imperial Cathay, Inc., doing business as The Imperial Cathay 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 2 East Delaware Place. Said sidewalk cafe area shall be thirty-five (35) feet in length and fourteen (14) feet in width, for a total of four hundred ninety (490) square feet and shall begin seven (7) 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, 11:30 A.M. to 10:30 P.M.

Compensation: \$882.00/Seating: 32.

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.

*Improvisation Comedy Club Beverage Services Corporation
(Doing Business As The Improv Comedy Club).*

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

SECTION 1. Permission and authority are hereby given and granted to Improvisation Comedy Club Beverage Services Corporation, doing business as The Improv Comedy Club, 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 504 North Wells Street. Said sidewalk cafe area shall be forty (40) feet in length and five (5) feet in width, for a total of two hundred (200) 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: \$360.00/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.

*Kwon And Che Corporation (Doing Business As Silk
Road -- Downtown).*

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

SECTION 1. Permission and authority are hereby given and granted to Kwon and Che Corporation, doing business as Silk Road -- Downtown, 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 218 South State Street. Said sidewalk cafe area shall be twenty (20) feet in length and fifteen (15) feet six (6) inches in width for a total of three hundred ten (310) square feet and shall begin twelve (12) feet from the face of the building line along South State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 7:00 P.M.

Compensation: \$434.00/Seating: 20.

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.

*Moose Head Bar And Grill Of Chicago, Inc. (Doing
Business As The Moosehead 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 Moose Head Bar and Grill of Chicago, Inc., doing business as The Moosehead 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 240 East Ontario Street. Said sidewalk cafe area shall be sixty-five (65) feet in length and twelve (12) feet in width for a total of seven hundred eighty (780) square feet and shall begin 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 Saturday, 11:30 A.M. to 11:00 P.M.
Sunday, 11:30 A.M. to 6:00 P.M.

Compensation: \$1,404.00/Seating: 56.

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.

*O.T.-Tao, Inc. (Doing Business As On-The-Tao
Restaurant & Bar).*

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

SECTION 1. Permission and authority are hereby given and granted to O.T.-Tao, Inc., doing business as On-The-Tao Restaurant & 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 1220 West Morse Avenue. Said sidewalk cafe area shall be twenty-nine (29) feet in length and nine (9) feet in width, for a total of two hundred sixty-one (261) square feet and shall begin seven (7) feet six (6) inches from the face of the curb line along West Morse Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 5:00 P.M. to 10:00 P.M.

Compensation: \$300.00/Seating: 12.

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.

*Pearly's Restaurant, Inc. (Doing Business As
Pearly's Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Pearly's Restaurant, Inc., doing business as Pearly's 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 658 North Wells Street. Said sidewalk cafe area shall be ninety (90) feet in length and six (6) feet in width, for a total of five hundred forty (540) square feet and shall begin ten (10) feet from the face of the curb line along West Erie 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 8:00 P.M.

Compensation: \$972.00/Seating: 52.

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.

*Pizzolato's Restaurant No. 1, Inc. (Doing Business As
Irving's For Red Hot Lovers).*

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

SECTION 1. Permission and authority are hereby given and granted to Pizzolato's Restaurant No. 1, Inc., doing business as Irving's for Red Hot Lovers, 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 111 North Wells Street. Said sidewalk cafe area shall be twenty-four (24) feet in length and eight (8) feet in width, for a total of one hundred ninety-two (192) square feet and shall begin seven (7) 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 Saturday, 10:00 A.M. to 6:00 P.M.

Compensation: \$745.00/Seating: 36.

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 privileges 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 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.

*Star Of America, Inc. (Doing Business As
Singha-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 America, Inc., doing business as Singha-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 340 North Clark Street. 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 seven (7) 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: \$432.00/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 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.

Starbucks Coffee Company (Doing Business As Starbucks).

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Company, doing business as Starbucks, 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 1533 North Wells Street. Said sidewalk cafe area shall be twelve (12) feet six (6) inches in length and ten (10) feet in width for a total of one hundred twenty-five (125) 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:

Sunday through Thursday, 8:00 A.M. to 8:00 P.M.
Friday and Saturday, 8:00 A.M. to 9:00 P.M.

Compensation: \$300.00/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 privileges 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 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.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN
PUBLIC WAY (CANOPIES).

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 1991.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way, to which was referred (June 28, 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 herewith.

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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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):

Mr. Felipe Aguilar: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Felipe Aguilar ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in North Milwaukee Avenue attached to the building or structure located at 1553 North Milwaukee 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 24 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 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.

Annette's Armoire, Inc.: Canopy.

Ordered. That the Commissioner of General Services is hereby authorized to issue a permit to Annette's Armoire, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Delaware Place attached to the building or structure located at 27 East Delaware Place 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 18 feet in length, nor 5 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.

Arvey Paper And Office Products: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Arvey Paper and Office Products ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in North LaSalle Street attached to the building or structure located at 661 North LaSalle 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 105 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 One Hundred Thirty and no/100 Dollars (\$130.00) 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.

Atlantic Group, Inc. (Doing Business As Frankies Sports Bar & Grill): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Atlantic Group, Inc. doing business as Frankies Sports Bar & Grill ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Broadway attached to the building or structure located at 6213 -- 6215 North Broadway 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 25 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.

Ms. Doris T. Bernardo: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Doris T. Bernardo ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Higgins Avenue attached to the building or structure located at 6942 -- 6946 West Higgins 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 50 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 Seventy-five and no/100 Dollars (\$75.00) 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.

Cartier, Incorporated: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Cartier, Incorporated ("Permittee") to maintain and use four (4) canopies over the public right-of-way in North Michigan Avenue attached to the building or structure located at 630 North Michigan 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 canopies shall not exceed 2 at 12 feet, 1 at 14 feet and 1 at 15 feet, respectively, in length, nor 4 at 3 feet, respectively, 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.

Columbus-Cabrini Medical Centre: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Columbus-Cabrini Medical Centre ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in South Lytle Street attached to the building or structure located at 811 South Lytle 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 14 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.

Dearborn North Apartments: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Dearborn North Apartments ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Dearborn Street attached to the building or structure located at 1117 North Dearborn 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 11 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. Peter Di Fronzo: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Peter Di Fronzo ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Grand Avenue attached to the building or structure located at 6833 West Grand 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 50 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-five and no/100 Dollars (\$75.00) 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.

Express Immigration Services: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Express Immigration Services ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in West Jackson Boulevard attached to the building or structure located at 8 West Jackson Boulevard 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 12 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 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.

Fannie May Candy Shop: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Fannie May Candy Shop ("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 3415 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 18 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 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.

Forgotten Woman: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Forgotten Woman ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Michigan Avenue attached to the building or structure located at 535 North Michigan 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 26 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-one and no/100 Dollars (\$51.00) 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.

Fulton Street Joint Venture: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Fulton Street Joint Venture ("Permittee") to maintain and use two (2) canopies over the public right-of-way in West Fulton Street attached to the building or structure located at 928 West Fulton 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 24 feet and 31 feet, respectively, in length, nor 16 feet and 10 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Six and no/100 Dollars (\$106.00) 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.

Goodwill Industries Of Metropolitan Chicago: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Goodwill Industries of Metropolitan Chicago ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Grand Avenue attached to the building or structure located at 7010 West Grand Avenue 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 50 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-five and no/100 Dollars (\$75.00) 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.

Hyatt Corporation: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Hyatt Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in East Huron Street attached to the building or structure located at 676 North Michigan 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 27 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-two and no/100 Dollars (\$52.00) 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. Joseph E. Kenski: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Joseph E. Kenski ("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 4806 West Belmont 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 13 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.

*LaSalle National Bank, Under Trust Number
10-003445-08: Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to LaSalle National Bank under Trust Number 10-003445-08 ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Fulton Street attached to the building or structure located at 1052 West Fulton 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 50 feet in length, nor 18 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-five and no/100 Dollars (\$75.00) 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.

La-Z Recliner, Inc.: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to La-Z Recliner, Inc. ("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 3124 West Irving Park Road 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 88 feet in length, nor 22 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Thirteen and no/100 Dollars (\$113.00) 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. George Michael: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to George Michael ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Higgins Road attached to the building or structure located at 5772 West Higgins 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 42 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-seven and no/100 Dollars (\$67.00) 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.

M. Myers Properties, Inc.: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to M. Myers Properties, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Ontario Street attached to the building or structure located at 401 East Ontario 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 34 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-nine and no/100 Dollars (\$59.00) 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.

Monday's Restaurant Number 5: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Monday's Restaurant Number 5 ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Jackson Boulevard attached to the building or structure located at 19 East Jackson Boulevard 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 11 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.

*Palmolive Venture, An Illinois Limited
Partnership: Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Palmolive Venture, an Illinois limited partnership ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Michigan Avenue attached to the building or structure located at 919 North Michigan Avenue for a period of three (3) years from and after February 6, 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 27 feet in length, nor 14 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-two and no/100 Dollars (\$52.00) 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.

R.T.I. Corporation (Doing Business As Subway): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to R.T.I. Corporation, doing business as Subway ("Permittee") to construct, maintain and use one (1) canopy over the public right-of-way in North Milwaukee Avenue attached to the building or structure located at 5901 North Milwaukee 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 42 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 Sixty-seven and no/100 Dollars (\$67.00) 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.

Sicily Restaurant: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Sicily Restaurant ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Harlem Avenue attached to the building or structure located at 2743 North Harlem Avenue for a period of three (3) years from and after March 1, 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 50 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 Seventy-five and no/100 Dollars (\$75.00) 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.

Santa Fe Cafe: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Santa Fe Cafe ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Dearborn Street attached to

the building or structure located at 800 North Dearborn 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 70 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-five and no/100 Dollars (\$95.00) 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.

Vista International (IL), Inc. (Doing Business As The Drake Hotel): Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Vista International (IL), Inc., doing business as The Drake Hotel ("Permittee") to maintain and use twenty-six (26) canopies over the public right-of-way in East Walton Place attached to the building or structure located at 140 East Walton Place 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

canopies shall not exceed 11 feet, respectively, in length, nor 4 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Thousand Three Hundred and no/100 Dollars (\$1,300.00) 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.

Water Tower Bank: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Water Tower Bank ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Michigan Avenue attached to the building or structure located at 717 North Michigan 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 28 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars (\$53.00) 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.

Weddings, Inc.: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Weddings, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Erie Street attached to the building or structure located at 223 West Erie Street for a period of three (3) years from and after June 28, 1989 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 7 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.

Westin Hotel: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Westin Hotel ("Permittee") to maintain and use seven (7) canopies over the public right-of-way in North Michigan Avenue attached to the building or structure located at 909 North Michigan Avenue for a period of three (3) years from and after June 28, 1989 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 7 at 7 feet, respectively, in length, nor 7 at 4 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifty and no/100 Dollars (\$350.00) 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.

Yee Wall Restaurant: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Yee Wall Restaurant ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South LaSalle Street attached to the building or structure located at 335 South LaSalle Street for a period of three (3) years from and after May 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 35 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 and no/100 Dollars (\$60.00) 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.

1411 State Parkway Condominium Association: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 1411 State Parkway Condominium Association ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Schiller Street attached to the building or structure located at 10 East Schiller Street for a period of three (3) years from and after September 6, 1990 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 9 feet in length, nor 8 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.

AUTHORIZATION FOR APPROVAL OF PLAT OF
CAHILL'S RESUBDIVISION ON PORTION
OF NORTH OAK PARK AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Cahill's Resubdivision located on the east side of North Oak Park Avenue 319.95 feet south of the south line of West Byron 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Cahill's Resubdivision located on the east side of North Oak Park Avenue 319.95 feet south of the south line of West Byron Street, having a frontage of 751.00 feet on North Oak Park Avenue and a depth of approximately 120.00 feet, as

shown on the attached plat, when the necessary certificates are shown on said plat, for Cragin Service Corporation (File No. 19-38-91-1590).

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

[Plat attached to this ordinance printed on
page 4198 of this Journal.]

AUTHORIZATION FOR APPROVAL OF PLAT OF CATHY
S. DUCO RESUBDIVISION ON PORTION
OF SOUTH PRAIRIE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Cathy S. Duco Resubdivision located on the east side of South Prairie Avenue 449.79 feet south of the south line of East 33rd 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.

(Continued on page 4199)

Ordinance associated with this plat printed on pages
4195 through 4197 of this Journal.

PROPOSED

CAMILL'S RESUBDIVISION OF LOTS 1 TO 18 INCLUSIVE IN PONTARELLI BUILDERS SUBDIVISION,
UNIT ONE, RECORDED AS DOCUMENT NO 90 539 864 IN THE NORTHEAST QUARTER OF SECTION 19,
TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

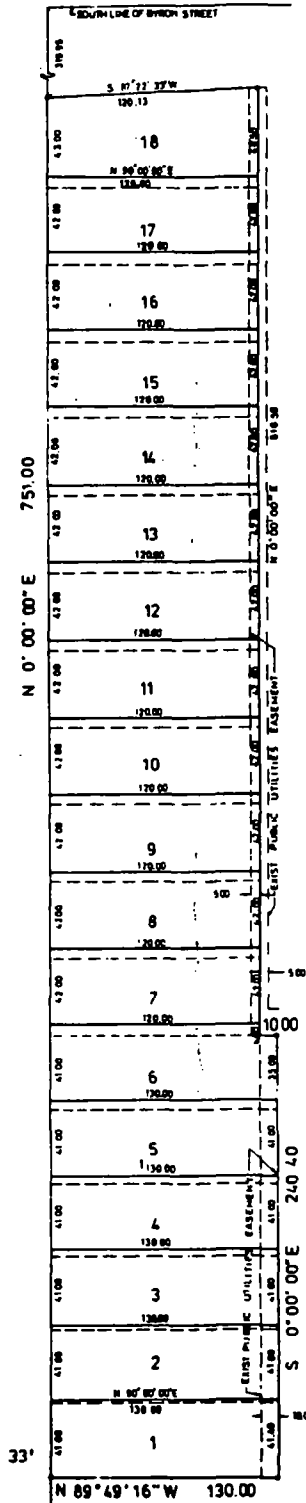
Dr. No.19-38-91-1590

AVENUE

N. OAK PARK



DISTANCES ARE SHOWN IN FEET AND DECIMAL THEREOF
FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN
ON THE SUBDIVISION PLAT, REFER TO YOUR ABSTRACT, DEED
AND LOCAL BUILDING REGULATIONS.



(Continued from page 4197)

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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Cathy S. Duco Resubdivision located on the east side of South Prairie Avenue 449.79 feet south of the south line of East 33rd Street, having a frontage of 57.51 feet on South Prairie Avenue and a depth of 123.68 feet, as shown on the attached plat, when the necessary certificates are shown on said plat, for AZX Investment Company (File No. 34-02-91-1592).

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

[Plat referred to in this ordinance omitted for printing purposes
but on file and available for public inspection in the
Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF CLYBOURN
MAGNOLIA SECOND RESUBDIVISION ON PORTION OF
NORTH MAGNOLIA AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 May 22, 1991) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Clybourn Magnolia Second Resubdivision located 204 feet south of the south line of West Dickens 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Clybourn Magnolia Second Resubdivision, located 204.00 feet south of the south line of West Dickens Avenue, having a frontage of 124.32 feet on the west side of North Magnolia Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat, for American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated May 18, 1989, and known as Trust Number 108042-01.

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

[Plat referred to in this ordinance omitted for printing purposes
but on file and available for public inspection
in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF FALLON'S
RESUBDIVISION ON PORTION OF NORTH
MERRIMAC AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Fallon's Resubdivision located on the east side of North Merrimac Avenue 206 feet south of the south line of West Diversey 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Fallon's Resubdivision located on the east side of North Merrimac Avenue, 206 feet south of the south line of West Diversey Avenue, having a frontage of 35.0 feet along the east line of North Merrimac Avenue and a depth of 124 feet and 4½ inches, as shown on the attached plat, when the necessary certificates are shown on said plat, for Erie Corporation of Illinois (File No. 29-36-91-1585).

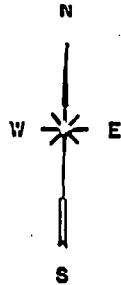
SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat attached to this ordinance printed on page 4203
of this Journal.]

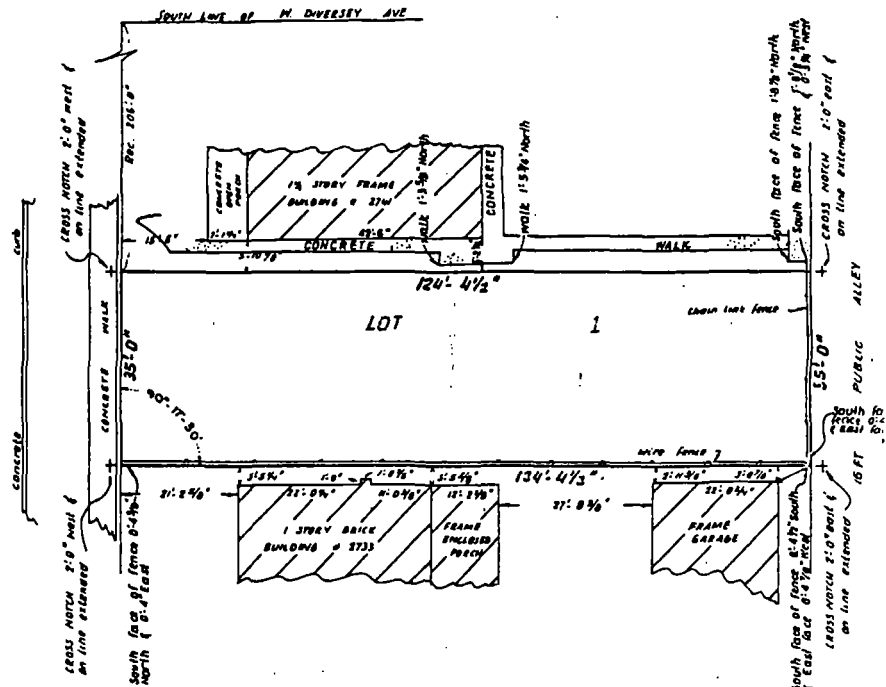
Ordinance associated with this plat printed on pages
4201 through 4202 of this Journal.

PROPOSED PLAT of

FALLON'S RESUBDIVISION BEING A RESUBDIVISION OF THE SOUTH 35 FEET OF LOT 32 IN TITLEY'S DIVERSEY AVENUE SUBDIVISION OF LOT 4 IN CIRCUIT COURT PARTITION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 33 1/3 ACRES THEREOF) AND OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 33 1/3 ACRES THEREOF) OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



N. MERRIMAC AVE.



DR. No. 29-36-91-1585

AUTHORIZATION FOR APPROVAL OF PLAT OF KENWOOD
GATEWAY RESUBDIVISION ON PORTIONS OF EAST
48TH STREET, SOUTH DORCHESTER AVENUE
AND SOUTH LAKE PARK AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Kenwood Gateway Resubdivision located on the north side of East 48th Street between South Dorchester Avenue and South Lake Park 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a proposed plat of Kenwood Gateway Resubdivision located on the north side of East 48th Street between South Dorchester Avenue and South Lake Park Avenue, having a frontage of 197.47 feet along South Dorchester Avenue, a frontage of 226.70 feet along East 48th Street, and a frontage of 169.86 feet along South Lake Park Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat, for David Swan (File No. 11-4-91-1593).

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

[Plat attached to this ordinance printed on
page 4206 of this Journal.]

AUTHORIZATION FOR APPROVAL OF PLAT OF T AND B
RESUBDIVISION ON PORTION OF WEST
108TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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

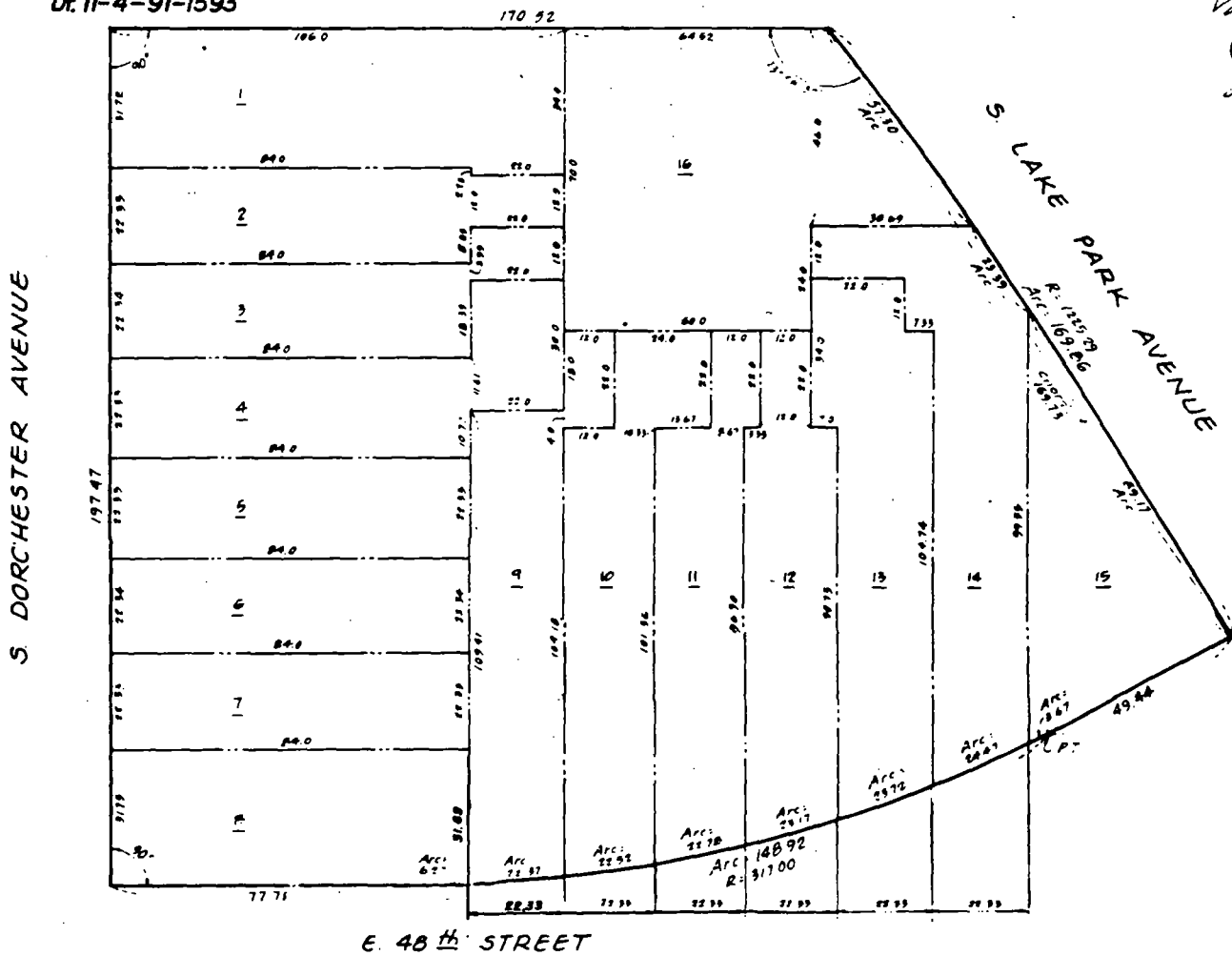
(Continued on page 4207)

Ordinance associated with this plat printed on pages
4204 through 4205 of this Journal.

PROPOSED — KENWOOD GATEWAY —

Being a Resubdivision in the E. 1/4 of the N.E. 1/4
of Section 11, Township 38 North, Range 14 East
of the 3rd P.M., in Cook County, Illinois

Dr. 11-4-91-1593



(Continued from page 4205)

transmitted herewith (referred on June 12, 1991) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of T and B Resubdivision located on the north side of West 108th Street, 462 feet east of South Homan 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of T and B Resubdivision located on the north side of West 108th Street, 462 feet east of South Homan Avenue and having a frontage of 90.17 feet on West 108th Street with a depth of 168.00 feet, as shown on the attached plat, when the necessary certificates are shown on said plat, for Mr. Brenden Donnelly (File No. 14-19-91-1595).

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

[Plat attached to this ordinance printed on page 4209
of this Journal.]

AUTHORIZATION FOR APPROVAL OF PLAT OF
RESUBDIVISION AT SOUTHEAST CORNER
OF WEST CORNELIA AVENUE AND
NORTH NATOMA AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a Plat of Michael and Catherine P. Boyle Resubdivision located at the southeast corner of West Cornelia Avenue and North Natoma 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.

(Continued on page 4210)

(Continued from page 4208)

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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Resubdivision located at the southeast corner of West Cornelia Avenue and North Natoma Avenue and having a frontage of 248.00 feet on West Cornelia Avenue with a depth of 121.48 feet, more or less, as shown on the attached plat, when the necessary certificates are shown on said plat, for Michael and Catherine P. Boyle (File No. 19-38-91-1591).

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

[Plat attached to this ordinance printed on page 4211
of this Journal.]

AUTHORIZATION FOR APPROVAL OF PLAT OF RESUBDIVISION
ON PORTION OF WEST 114TH STREET.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 4212)

(Continued from page 4210)

CHICAGO, July 22, 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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Norman S. Holland Resubdivision located on the north side of West 114th Street 60 feet west of the west line of South Spaulding 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a Plat of

Resubdivision located on the north side of West 114th Street, 60.0 feet west of the west line of South Spaulding Avenue, having a frontage of 60.0 feet along the north line of West 114th Street and a depth of 123.0 feet, as shown on the attached plat, when the necessary certificates are shown on said plat for Norman S. Holland (File No. 23-19-91-1596).

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

[Plat attached to this ordinance printed on
page 4214 of this Journal.]

VACATION OF PORTION OF SOUTH MILLARD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 vacating the south 174.17 feet of that part of South Millard Avenue lying south of West 32nd 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.

(Continued on page 4215)

Ordinance associated with this plat printed on pages
4210 through 4213 of this Journal.

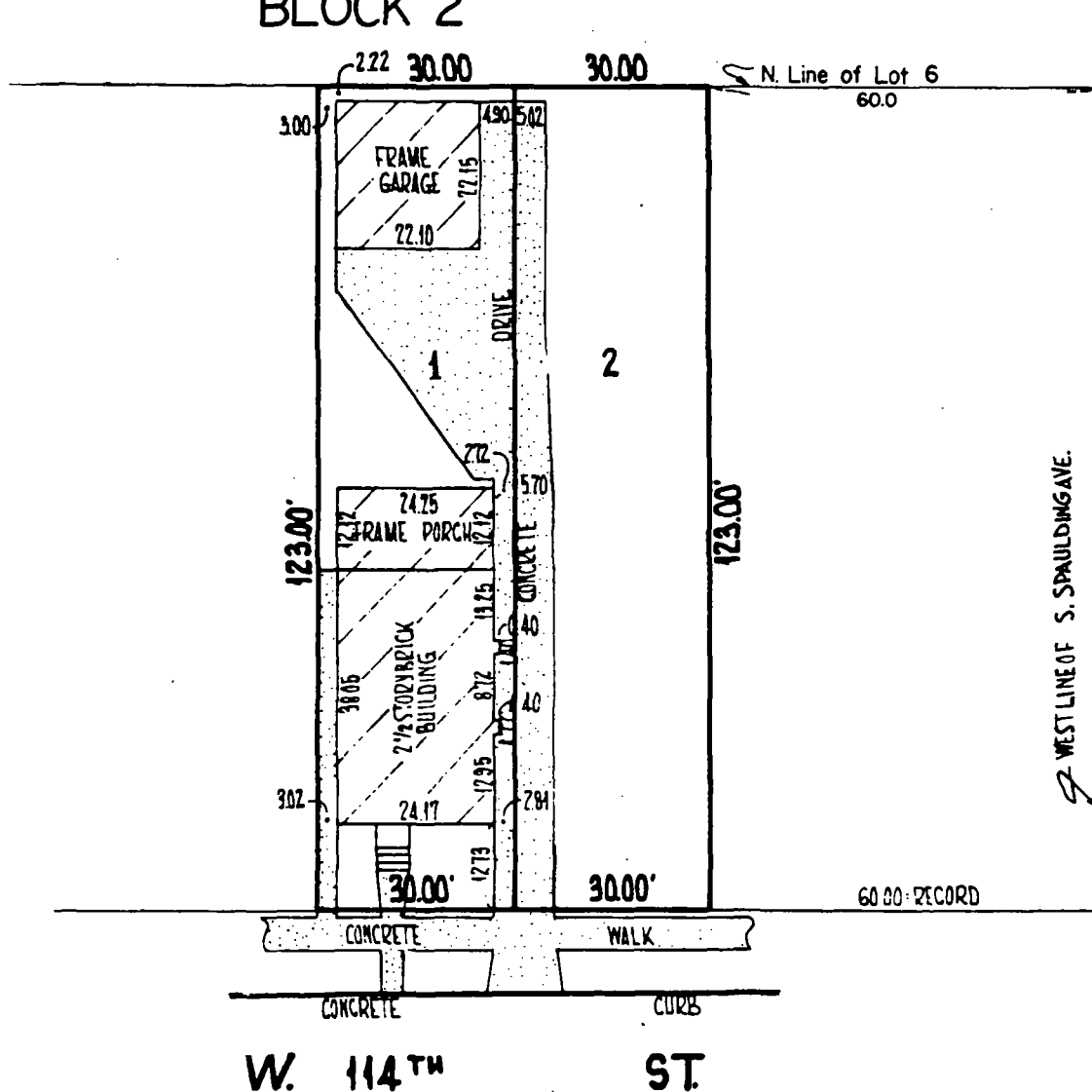
PROPOSED RE-SUBDIVISION
OF

THE EAST 60 FEET OF THE WEST 240 FEET OF LOT 6 IN BLOCK 2 IN ROBERTSON AND YOUNG'S ADDITION TO MORGAN PARK, A SUBDIVISION OF THE NORTH 831 FEET (EXCEPT THE WEST 40 RODS THEREOF OF THE SOUTH 100 ACRES) OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



DR. NO. 23-19-91-1596

BLOCK 2



(Continued from page 4213)

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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of South Millard Avenue lying east of the east line of Lots 10, 11 and 12 and east of the southwardly extension of the east line of said Lot 12 in Block 3; lying west of the west line of Lots 11 and 12 and west of the southerly extension of the west line of said Lot 11 in Block 4; all in Gary and Jacobson's Subdivision of that part of the east half of the east half of the northwest quarter of Section 35, Township 39 North, Range 13, East of the Third Principal Meridian; lying south of a line drawn from the northeast corner of Lot 10 in Block 3 to the northwest corner of Lot 12 in Block 4; and lying north of the center line of the former West Fork of the South Branch of the Chicago River; said part of public street herein vacated being further described as the south 174.17 feet of that part of South Millard Avenue lying south of West 32nd Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of the Metropolitan Water Reclamation District of Greater Chicago an easement to

construct, reconstruct, repair, maintain and operate existing intercepting sewers and appurtenances thereto in all of West Millard Avenue as herein vacated, with the right of access to said facilities at all times. It is further provided that no buildings or other structures shall be erected on the said area herein reserved or other use made of said area, which in the judgment of the officials having control of the aforesaid facilities would interfere with the construction, reconstruction, repair, maintenance and operation of said facilities, or the construction of additional facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Meyer Steel Drum, Inc. shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the cost of constructing guard rail along the north terminus of that part of South Millard Avenue herein vacated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Meyer Steel Drum, Inc. shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on
page 4217 of this Journal.]

VACATION OF PORTIONS OF WEST 28TH STREET AND SOUTH
ARTESIAN AVENUE ADJOINING SOUTH WESTERN
AVENUE AND WEST 31ST STREET.

The Committee on Transportation and Public Way submitted the following report:

(Continued on page 4218)

Ordinance associated with this plat printed on pages
4213 through 4216 of this Journal.

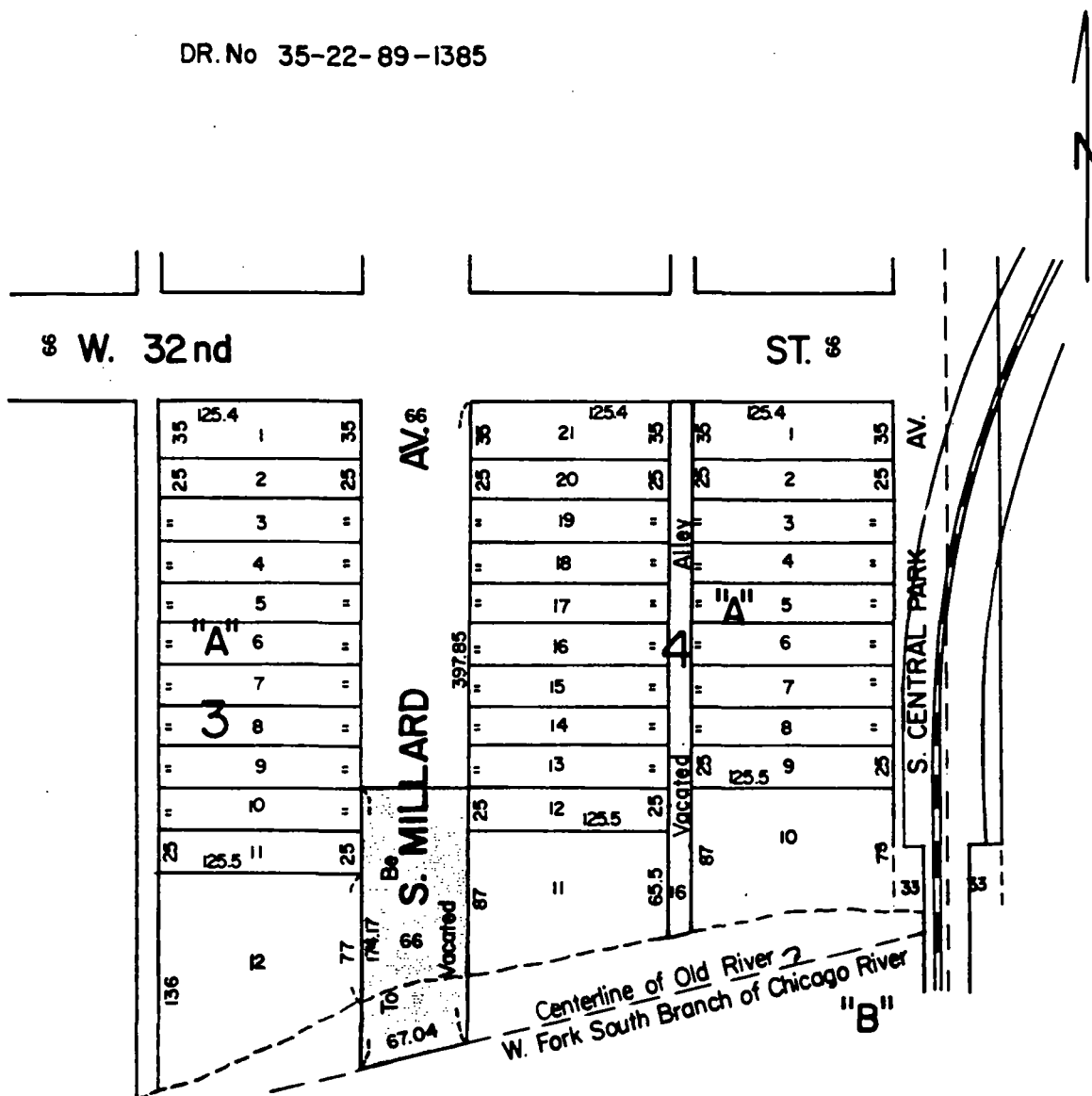
"A"

Gary and Jacobson's Sub. of that part of E.1/2 of E.1/2 of
N.W. 1/4 of Sec. 35-39-13 lying North of West fork of South Branch
of Chicago River

"B"

West Fork of South Branch of Chicago River declared non-navigable between the West line of Collateral Channel of Sanitary District (being approx. on a line with S. Albany Av. extended) and the City Limits, by Act of Congress Jan 24, 1923

DR.No 35-22-89-1385



(Continued from page 4216)

CHICAGO, July 22, 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 vacating West 28th Street lying between the west line of South Western Avenue and the east line of South Artesian Avenue and South Artesian Avenue lying between the northerly line of West 31st Street and the north line of West 28th Street extended west.

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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant

the vacation of public streets described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of West 28th Street and South Artesian Avenue lying south of the south line of Lot 2; lying north, northwesterly and west of the north, northwesterly and west lines of Lot 3; lying west of the west line of Lots 4 and 5; lying east of the east line of Lots 6, 7 and 8; lying north of a line drawn from the southwest corner of Lot 5 to the southeast corner of Lot 8; and lying west of the southwardly extension of the east line of Lot 2, all in Lawndale Industrial Park being a subdivision of part of the east half of the southeast quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian;

Also

all that part of South Artesian Avenue as dedicated by plat recorded October 25, 1972 in the Office of the Recorder of Deeds, in Cook County, Illinois as Document No. 22096791 and described as follows:

that part of Lot 5 in Sanitary District of Chicago Trustees' Subdivision, said Lot 5 being part of the southeast quarter of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian, according to plat thereof recorded March 31, 1908 per Document No. 4180216, being the west 66 feet of the east 315 feet, as measured along the north line and said line extended east of said Lot 5, of the southeast quarter of Section 25, aforesaid; the west and east lines of said tract taken parallel with the east line of said southeast quarter (excepting therefrom that part thereof falling into West 31st Street) all in Cook County, Illinois;

said public streets herein vacated being further described as all that part of West 28th Street lying between South Artesian Avenue and South Western Avenue together with all that part of South Artesian Avenue lying between West 28th Street and West 31st Street, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The Public Building Commission of Chicago hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of West 28th Street and South Artesian Avenue as herein vacated.

The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of telephonic and associated services under, over, and along all that part of West 28th Street and South Artesian Avenue as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Public Building Commission of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on
page 4221 of this Journal.]

ESTABLISHMENT OF TAXICAB STAND NUMBER 614
ON PORTION OF NORTH MILWAUKEE
AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) to establish taxicab stand number 614 on North Milwaukee Avenue along the west curb, from a point 20 feet south of the building line of West Division Street, to a point 20 feet south thereof.

(Continued on page 4222)

Ordinance associated with this drawing printed on pages 4216 through 4220 of this Journal.

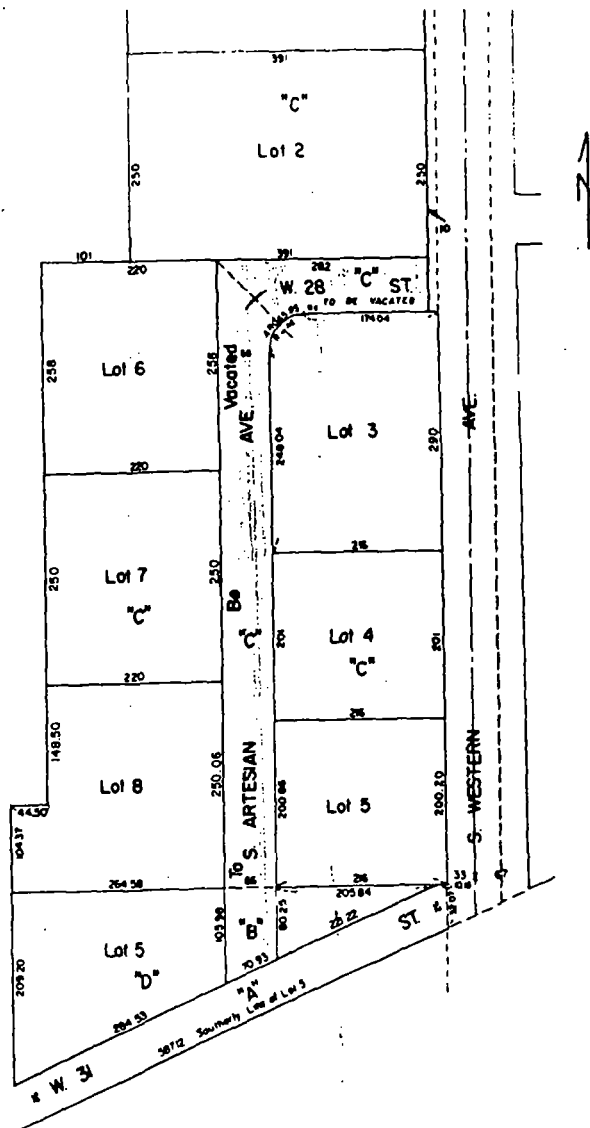
"A"
Dedication for Public Street
Rec Nov 9, 1914
"B" Doc 5527491

Dedication for Public Street
Rec Oct 25, 1972
"C" Doc 22096791

Lowndale Industrial Park Sub. of part of the E. 1/2 of S.E. 1/4 of
Sec. 25-39-13

"D"
Sanitary District of Chicago Trustees' Subdivision

DR. No. 25-25-89-1405



(Continued from page 4220)

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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 614

On North Milwaukee Avenue,
along the west curb, from a point
20 feet south of the building line of
West Division Street, to a point 20
feet south thereof, 1 vehicle.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-373 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

HONORARY DESIGNATION OF PORTION OF WEST
CHICAGO AVENUE AS "DR. ARTHUR
LOCKHART DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) authorizing the Commissioner of Public Works to take the necessary action for standardization of West Chicago Avenue between North Laverne Avenue and North Cicero Avenue to be known as "Dr. Arthur Lockhart Drive".

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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Public Works shall take the necessary action for standardization of West Chicago Avenue between North Laverne Avenue and North Cicero Avenue as "Dr. Arthur Lockhart Drive".

SECTION 2. The ordinance shall take effect and be in force from and after its passage and publication.

HONORARY DESIGNATION OF PORTION OF SOUTH WENTWORTH
AVENUE AS "DOROTHY MOORE AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) authorizing the Commissioner of Public Works to take the necessary action for standardization of South Wentworth Avenue, between West 92nd Street and West 93rd Street, as "Dorothy Moore Avenue".

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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes erection of honorary street-name signs, the Commissioner of Public Works shall take the necessary action for standardization of South Wentworth Avenue between West 92nd Street and West 93rd Street as "Dorothy Moore Avenue".

SECTION 2. The ordinance shall take effect and be in force upon its passage and publication.

AUTHORIZATION FOR DESIGNATION OF PORTION OF NORTH
LA SALLE DRIVE AS "NORTH LA SALLE BOULEVARD".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) authorizing the Commissioner of Public Works to take the necessary action for standardization of North LaSalle Drive between the Chicago River and North Avenue as "North LaSalle Boulevard".

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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 take the necessary action for standardization of North LaSalle Drive between the Chicago River and North Avenue as "North LaSalle Boulevard".

AUTHORIZATION FOR CONSIDERATION TO DESIGNATE
PORTION OF SOUTH BEVERLY AVENUE
AS "SOUTH BEVERLY BOULEVARD".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) authorizing the Commissioner of Public Works to give consideration to changing the street name of South Beverly Avenue to "South Beverly Boulevard" between West 95th and West 103rd Streets.

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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 changing the street name of South Beverly Avenue to "South Beverly Boulevard" between West 95th and West 103rd Streets.

AUTHORIZATION FOR EXEMPTION OF MOUNT SINAI
HOSPITAL/SCHWAB REHABILITATION CENTER
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITY ADJACENT
TO 1412 SOUTH FAIRFIELD
AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) authorizing and directing the Commissioner of Public Works to grant permission to Mount Sinai Hospital/Schwab Rehabilitation Center, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent to the site of the new construction at 1412 South Fairfield Avenue.

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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Mount Sinai Hospital/Schwab Rehabilitation Center, West 15th Street and South California Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility on the site of the new construction at 1412 South Fairfield Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

PERMISSION TO ERECT BLOCKADES ON SIDEWALKS
ADJACENT TO 6949 WEST 63RD PLACE FOR
SAINT RENE GOUPIL CHURCH
CARNIVAL.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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 28, 1991) authorizing and directing the Commissioner of Public Works to grant permission to Saint Rene Goupil Church to blockade the sidewalks adjacent to the church property on South New England Avenue, South Sayre Avenue, West 63rd Place and West 64th Street, in conjunction with a carnival to be conducted on church property at 6949 West 63rd Place for the period of June 21 through July 1, 1991.

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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 grant permission to Saint Rene Goupil Church, 6949 West 63rd Place, to blockade the sidewalks adjacent to the church property on South New England Avenue, South Sayre Avenue, West 63rd Place and West 64th Street, in conjunction with a carnival to be conducted on church property for the period of June 21 through July 1, 1991.

AUTHORIZATION FOR INSTALLATION OF GUARDRAIL
BARRIERS BEHIND 4545 WEST HOMER STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 22, 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) authorizing the Commissioner of Public Works to grant permission to the Chicago Storage Network, 4545 West Homer Street, for the installation of guardrail barriers in back of their building at the alley boundary to alleviate the dumping of abandoned vehicles.

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 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus 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 grant permission to the Chicago Storage Network, 4545 West Homer Street, for the installation of guardrail barriers in back of their building at the alley boundary to alleviate the dumping of abandoned vehicles.

COMMITTEE ON ZONING.

AMENDMENT OF TITLE 17, CHAPTER 194A, ARTICLE 5.7-5
OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) BY INCLUDING WHEELCHAIR
LIFTS AND RAMPS AS PERMITTED
OBSTRUCTIONS WITHIN YARDS.

The Committee on Zoning submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on March 26, 1991, I beg leave to recommend that Your Honorable Body *Pass* two ordinances transmitted herewith to amend the Municipal Code of Chicago, the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas. They are as follows:

Mayoral Application Numbers: MA-15 and MA-13.

At this time, I, along with Alderman Ed Smith, move that this report be passed immediately because "time is of the essence".

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

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

Alderman Banks presented the following proposed substitute ordinance:

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Subsection 5.7-5 (1) by adding the language italicized as follows:

5.7-5. Permitted obstructions in required yards. The following shall not be considered to be obstructions when located in the required yards specified:

(1) In all yards -- open terraces not over four feet above the average level of the adjoining ground but not including a permanently roofed-over terrace or porch; awnings and canopies; *wheelchair lifts and ramps that meet federal, state, and local accessibility standards for people with disabilities*; steps four feet or less above grade which are necessary for access to a permitted building or for access to a zoning lot from a street or alley; chimneys projecting 18 inches or less into the yard; recreational and laundry-drying equipment; arbors and trellises; flag poles; fences and walls not exceeding seven feet in height above natural grade level; and open type fences exceeding seven feet in height, provided that visibility at right angles to any surface of such fence not be reduced by more than 20 percent.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Alderman Banks moved to *Substitute* the foregoing proposed ordinance for the said proposed ordinance transmitted with the preceding committee report. The motion to substitute *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Banks, the said proposed substitute 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Subsection 5.7-5(1) by adding the language italicized as follows:

5.7-5. Permitted obstructions in required yards. The following shall not be considered to be obstructions when located in the required yards specified:

(1) In all yards -- open terraces not over four feet above the average level of the adjoining ground but not including a permanently roofed-over terrace or porch; awnings and canopies; *wheelchair lifts and ramps that meet federal, state, and local accessibility standards for people with disabilities*; steps four feet or less above grade which are necessary for access to a permitted building or for access to a zoning lot from a street or alley; chimneys projecting 18 inches or less into the yard; recreational and laundry-drying equipment; arbors and trellises; flag poles; fences and walls not exceeding seven feet in height above natural grade level; and open type fences exceeding seven feet in height, provided that visibility at right angles to any surface of such fence not be reduced by more than 20 percent.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AMENDMENT OF MUNICIPAL CODE TITLE 17, CHAPTER 194A,
VARIOUS ARTICLES (CHICAGO ZONING ORDINANCE) BY
INCREASING MINIMUM ACCESS AISLE
MEASUREMENTS FOR OFF-STREET
PARKING FOR PERSONS
WITH DISABILITIES.

The Committee on Zoning submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on March 26, 1991, I beg leave to recommend that Your Honorable Body *Pass* two ordinances transmitted herewith to amend the Municipal Code of Chicago, the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas. They are as follows:

Mayoral Application Numbers MA-15 and MA-13.

At this time, I, along with Alderman Ed Smith, move that this report be passed immediately because "time is of the essence".

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

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

Alderman Banks presented the following proposed substitute ordinance:

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Subsections 7.12 (5), 8.11 (4), 9.11 (4) and 10.16 (4) by adding the language italicized and deleting the language in brackets as follows:

7.12 Off-Street Parking -- Use And Bulk Regulations.

(5) Size. Except for parking spaces specifically required for *people with disabilities* [the handicapped] which shall be a minimum of *sixteen (16)* [twelve (12)] feet in width (*including a designated access aisle measuring eight (8) feet in width located on the right side of each such parking space*) and nineteen (19) feet in length, a required off-street parking space shall be at least eight (8) feet in width and at least nineteen (19) feet in length,

exclusive of access drives or aisles, ramps, columns, office or work areas. Such space shall have a vertical clearance of at least seven (7) feet.

* * * * *

8.11 Off-Street Parking -- Use And Bulk Regulations.

(4) Size. Except for parking spaces specifically required for *people with disabilities* [the handicapped] which shall be a minimum of *sixteen (16)* [twelve (12)] feet in width (*including a designated access aisle measuring eight (8) feet in width located on the right side of each such parking space*) and nineteen (19) feet in length, a required off-street parking space shall be at least eight (8) feet in width and at least nineteen (19) feet in length, exclusive of access drives or aisles, ramps, columns, office or work areas. Such space shall have a vertical clearance of at least seven (7) feet.

* * * * *

9.11 Off-Street Parking -- Use And Bulk Regulations.

(4) Size. Except for parking spaces specifically required for *people with disabilities* [the handicapped] which shall be a minimum of *sixteen (16)* [twelve (12)] feet in width (*including a designated access aisle measuring eight (8) feet in width located on the right side of each such parking space*) and nineteen (19) feet in length, a required off-street parking space shall be at least eight (8) feet in width and at least nineteen (19) feet in length, exclusive of access drives or aisles, ramps, columns, office or work areas. Such space shall have a vertical clearance of at least seven (7) feet.

* * * * *

10.16 Off-Street Parking -- Use And Bulk Regulations.

(4) Size. Except for parking spaces specifically required for *people with disabilities* [the handicapped] which shall be a minimum of *sixteen (16)* [twelve (12)] feet in width (*including a designated access aisle measuring eight (8) feet in width located on the right side of each such parking space*) and nineteen (19) feet in length, a required off-street parking space shall be at least eight (8) feet in width and at least nineteen (19) feet in length,

exclusive of access drives or aisles, ramps, columns, office or work areas. Such space shall have a vertical clearance of at least seven (7) feet.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Alderman Banks moved to *Substitute* the foregoing proposed ordinance for the said proposed ordinance transmitted with the preceding committee report. The motion to substitute *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Banks, the said proposed substitute 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Subsections 7.12 (5), 8.11 (4), 9.11 (4) and 10.16 (4) by adding the language italicized and deleting the language in brackets as follows:

7.12 Off-Street Parking -- Use And Bulk Regulations.

(5) Size. Except for parking spaces specifically required for *people with disabilities* [the handicapped] which shall be a minimum of *sixteen (16)* [twelve (12)] feet in width (*including a designated access aisle measuring eight (8) feet in width located on the right side of each such parking space*) and nineteen (19) feet in length, a required off-street parking space shall be at least eight (8) feet in width and at least nineteen (19) feet in length, exclusive of access drives or aisles, ramps, columns, office or work areas. Such space shall have a vertical clearance of at least seven (7) feet.

* * * * *

8.11 Off-Street Parking -- Use and Bulk Regulations.

(4) Size. Except for parking spaces specifically required for *people with disabilities* [the handicapped] which shall be a minimum of *sixteen (16)* [twelve (12)] feet in width (*including a designated access aisle measuring eight (8) feet in width located on the right side of each such parking space*) and nineteen (19) feet in length, a required off-street parking space shall be at least eight (8) feet in width and at least nineteen (19) feet in length, exclusive of access drives or aisles, ramps, columns, office or work areas. Such space shall have a vertical clearance of at least seven (7) feet.

* * * * *

9.11 Off-Street Parking -- Use And Bulk Regulations.

(4) Size. Except for parking spaces specifically required for *people with disabilities* [the handicapped] which shall be a minimum of *sixteen (16)* [twelve (12)] feet in width (*including a designated access aisle measuring eight (8) feet in width located on the right side of each such parking space*) and nineteen (19) feet in length, a required off-street parking space shall be at least eight (8) feet in width and at least nineteen (19) feet in length, exclusive of access drives or aisles, ramps, columns, office or work areas. Such space shall have a vertical clearance of at least seven (7) feet.

* * * * *

10.16 Off-Street Parking -- Use And Bulk Regulations.

(4) Size. Except for parking spaces specifically required for *people with disabilities* [the handicapped] which shall be a minimum of *sixteen (16)* [twelve (12)] feet in width (*including a designated access aisle measuring eight (8) feet in width located on the right side of each such parking space*) and nineteen (19) feet in length, a required off-street parking space shall be at least eight (8) feet in width and at least nineteen (19) feet in length, exclusive of access drives or aisles, ramps, columns, office or work areas. Such space shall have a vertical clearance of at least seven (7) feet.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AMENDMENT OF TITLE 17, CHAPTER 194A, ARTICLE 7.5(5)
OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING
ORDINANCE) RELATING TO LOT SIZES FOR
SINGLE-FAMILY DWELLINGS.

The Committee on Zoning submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 2, 1991, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10785 which failed to meet the committee's approval and was unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of two applications for the approval of exceptions at the following locations: 3201 South Normal Avenue and 7461 West Addison Street.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers:

10761 -- a Transportation Planned Development;

10744 -- a Business Planned Development;

10782 -- an Industrial Planned Development;

10767 -- a Business Planned Development;

10774 -- a B4-2 Restricted Service District; and

A-2791 -- a B2-3 Restricted Retail District.

At this time, I would also request that every planned development be printed in its entirety in the Journal of Council Proceedings.

I ask that the record reflect the withdrawal of one application, Number A-2787.

I also request that the record reflect the following:

On Test Amendment Number TAD-043, Alderman Burt Natarus and Alderman Tom Cullerton be recorded as casting a "no" vote; and on Application Number 10773, I wish to be recorded as not voting pursuant to Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published, with the exception of Application Numbers 10773, 10782 and TAD-049 which I move for immediate passage today because "time is of the essence" on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. That [Chapter 194A] Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 7.5(5) by deleting the language in brackets and adding the language italicized as follows:

7.5 Lot Area -- Use and Bulk Regulations.

- (5) In [all] *R1, R2 Single-Family* [Residence] Districts, no detached residential building shall be erected on a lot, other than a lot of record on the effective date of this comprehensive amendment which is less than 5,000 square feet in area, unless otherwise provided for in this comprehensive amendment. *Further, in the R3 General Residence District a single-family dwelling may be established if the gross lot is at least 3,125 square feet.*

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

AMENDMENT OF CHICAGO ZONING ORDINANCE TO
RECLASSIFY AREA SHOWN ON MAP NO. 6-F.

The Committee on Zoning submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 2, 1991, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10785 which failed to meet the committee's approval and was unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of two applications for the approval of exceptions at the following locations: 3201 South Normal Avenue and 7461 West Addison Street.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers:

10761 -- a Transportation Planned Development;

10744 -- a Business Planned Development;

10782 -- an Industrial Planned Development;

10767 -- a Business Planned Development;

10774 -- a B4-2 Restricted Service District; and

A-2791 -- a B2-3 Restricted Retail District.

At this time, I would also request that every planned development be printed in its entirety in the Journal of Council Proceedings.

I ask that the record reflect the withdrawal of one application, Number A-2787.

I also request that the record reflect the following:

On Test Amendment Number TAD-043, Alderman Burt Natarus and Alderman Tom Cullerton be recorded as casting a "no" vote, and on Application Number 10773, I wish to be recorded as not voting pursuant to Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published, with the exception of Application Numbers 10773, 10782 and TAD-049 which I move for immediate passage today because "time is of the essence" on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Banks was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 6-F in the area bounded by:

West 23rd Place; the alley next west of and parallel to South Canal Street; the alley next south of and parallel to West 23rd Place; the alley next west of and parallel to South Canal Street; West 24th Street; South Normal Avenue and South Archer Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

AMENDMENT OF CHICAGO ZONING ORDINANCE TO
RECLASSIFY AREA SHOWN ON MAP NO. 6-I.

The Committee on Zoning submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 2, 1991, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10785 which failed to meet the committee's approval and was unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of two applications for the approval of exceptions at the following locations: 3201 South Normal Avenue and 7461 West Addison Street.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers:

10761 -- a Transportation Planned Development;

10744 -- a Business Planned Development;

10782 -- an Industrial Planned Development;

10767 -- a Business Planned Development;

10774 -- a B4-2 Restricted Service District; and

A-2791 -- a B2-3 Restricted Retail District.

At this time, I would also request that every planned development be printed in its entirety in the Journal of Council Proceedings.

I ask that the record reflect the withdrawal of one application, Number A-2787.

I also request that the record reflect the following:

On Test Amendment Number TAD-043, Alderman Burt Natarus and Alderman Tom Cullerton be recorded as casting a "no" vote; and on Application Number 10773, I wish to be recorded as not voting pursuant to Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published, with the exception of Application Numbers 10773, 10782 and TAD-049 which I move for immediate passage today because "time is of the essence" on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District, Industrial Planned

Development No. 119 symbols and indications as shown on Map No. 6-I in the area bounded by:

West 26th Street; the west line of the right-of-way of the Pittsburgh, Cincinnati, Chicago and St. Louis Railway and the west line of the Chicago and Illinois Western Railroad; West 31st Street; West 31st Boulevard; South California Boulevard; a line 1,600 feet south of the south line of West 26th Street; and a line 760 feet east of the east line of South California,

to be designated hereinafter as Industrial Planned Development No. 119, as amended, which is hereby established in the area above described, subject to the use and bulk regulations set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Institutional/Industrial Planned Development Number 119
(As Amended)*

Plan of Development Statements.

1. The area delineated herein as "Industrial Planned Development Number 119", consisting of approximately 48.54 acres is owned and controlled by the applicant, the Board of Cook County Commissioners, in part, and City of Chicago, in part.
2. This Plan of Development consists of thirteen statements; an Existing Zoning and Preferential Street Map; a Property Line and Planned Developed Boundary Map; a Generalized Land Use Map; a Table of Use and Bulk Regulations and Related Controls; a Subarea A Site Plan, a Subarea A Landscape Plan and Subarea A Elevations, all prepared by the County of Cook and dated June 13, 1991. Full sized sets of the Subarea A Site Plan, the Subarea A Landscape Plan and Subarea A Building Elevations are on file with the Department of Planning. The Planned Development Amendment is applicable to the area delineated hereto and these and no other controls shall apply. The Planned Development conforms to the intent and purposes of the Chicago Zoning Ordinance, Chapter 192A of the Municipal Code of Chicago and all requirements thereof, and

satisfies the established criteria for approval as a planned development.

3. The subject property consists of two subareas: "Subarea A and Subarea B". Uses of land permitted in Subarea A are correctional facilities, dormitories, administrative facilities, inmate services, recreational facilities, off-street parking, and related facilities; uses of land permitted in Subarea B are industrial and manufacturing related uses as authorized by the Chicago Zoning Ordinance.
4. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commission of Planning and the Bureau of Traffic Engineering and Operations.
5. Any dedication of streets and alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the applicant and approval by the City Council.
6. All applicable reviews, approvals or permits are required to be obtained by the applicant.
7. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago, to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
8. Identification and other necessary signs may be permitted, subject to the review and approval of the Commissioner of the Department of Planning.
9. Height restrictions of any building or any appurtenance thereto, shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - (a) Height Limitations as certified on Form FAA 117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - (b) Airport zoning regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

10. The Planned Development as herein amended shall be subject to the "Rules, Regulations and Procedures in relation to Planned Development Amendments" as promulgated by the Commissioner of Planning.
11. The improvements on Subarea A of the property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Subarea A Site Plan and Elevation Plan. The landscaping (including street trees in the adjacent right-of-way) shall be installed and maintained in conformance with the Subarea A Landscape Plan and the Chicago Zoning Code. One (1) two and one-half (2½ inch caliper tree shall be installed for each twenty-five (25) feet of frontage, subject to and in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic and subject to the approval of the Department of Planning. The applicant shall for a period of five years from the adoption of this ordinance, be responsible for watering and fertilizing parkway trees required to be provided by the Subarea A Landscape Plan and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing. The requirements of this statement may be modified administratively by the Commissioner of Planning upon request of the applicant and after a determination by the Commissioner of the Department of Planning that such a modification is appropriate and consistent with the nature of the improvements contemplated in this Planned Development. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3 of the Chicago Zoning Ordinance.
12. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the applicant and the property owners of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property and all portions thereof shall, throughout the period this Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the property as Authorized Agent of the property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communications from the City in relation to and on behalf of the affected property owner or owners; and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf and in the name of the affected owner or owners of the Property. Nothing

herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the property or any rights therein.

13. Unless substantial construction of the proposed correctional facility has commenced within ten (10) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of Planned Development No. 119 as adopted on October 16, 1974.

[Existing Zoning and Preferential Street System Map, Property Line Map and Right-of-Way Adjustment Map, Generalized Land Use Plan and Site Plan and Elevation Drawings attached to this Plan of Development printed on pages 4252 through 4257 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Institutional/Industrial Planned Development Number 119
(As Amended)*

Table Of Use And Bulk Regulations.

Gross Site Area:	2,114,310 square feet (48.54 acres).
Public Right-of-Way: (Rockwell to be dedicated)	220,700 square feet (5.07 acres).

Overall Net Site Area:	1,893,610 square feet (43.47 acres).
Net Site Area of Subarea A:	765,301 square feet (17.5689 acres).
Net Site Area of Subarea B:	1,128,309 (25.9024 acres).
Overall Floor Area Ratio:	2.116.

Subarea A

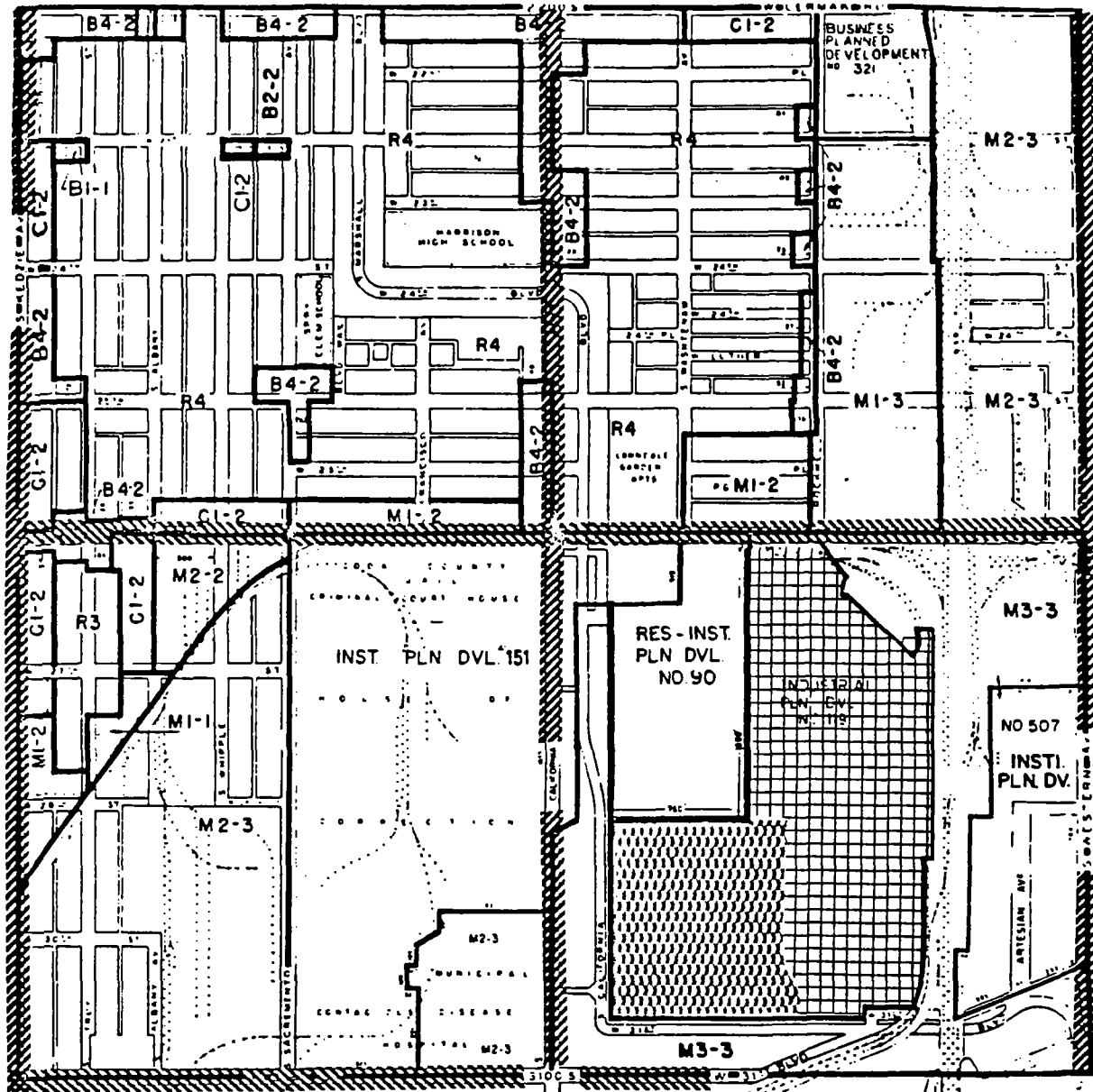
Permitted Land Uses:	See Statement No. 3.
Maximum Floor Area Ratio:	.85.
Minimum Number of Parking Spaces: (including handicap spaces)	190.
Minimum Setbacks:	In accord with Subarea A Site Plan.
Maximum Building Height:	100 feet.
Minimum Loading Berths:	2.

Subarea B

Permitted Land Uses:	See Statement No. 3.
Maximum Floor Area Ratio:	3.0.
Minimum Number of Parking Spaces:	In accordance with M3-3 District.
Minimum Setbacks:	In accordance with M3-3 District.
Minimum Loading Berths:	In accordance with M3-3 District.
Maximum Percentage of Building Coverage:	54%.

INSTITUTIONAL / INDUSTRIAL PLANNED DEVELOPMENT
NO. 119 AS AMENDED

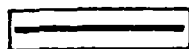
EXISTING ZONING AND PREFERRED STREET SYSTEM



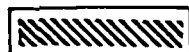
LEGEND



PLANNED DEVELOPMENT



ZONING DISTRICT BOUNDARIES



PREFERRED STREET SYSTEM



SUBAREA A

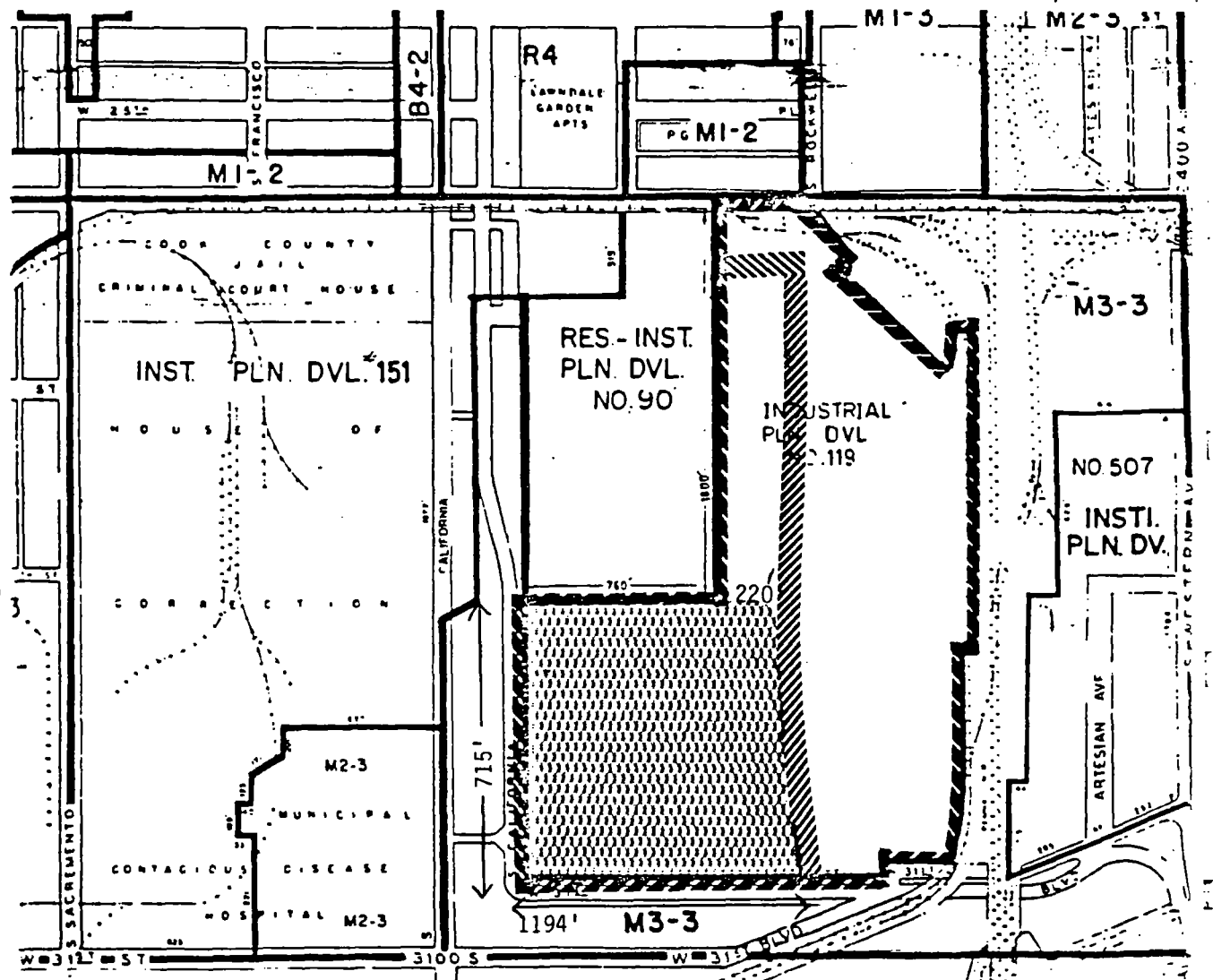
APPLICANT: BOARD OF COOK COUNTY COMMISSIONERS

DATE: MAY 10, 1991, Revised JUNE 13, 1991



INSTITUTIONAL / INDUSTRIAL PLANNED DEVELOPMENT
NO. 119 AS AMENDED

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



LEGEND



PLANNED DEVELOPMENT BOUNDARY



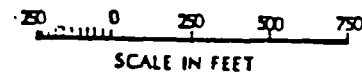
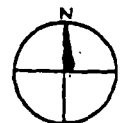
SUB AREA A



RIGHT OF WAY TO BE DEDICATED



SUB AREA B

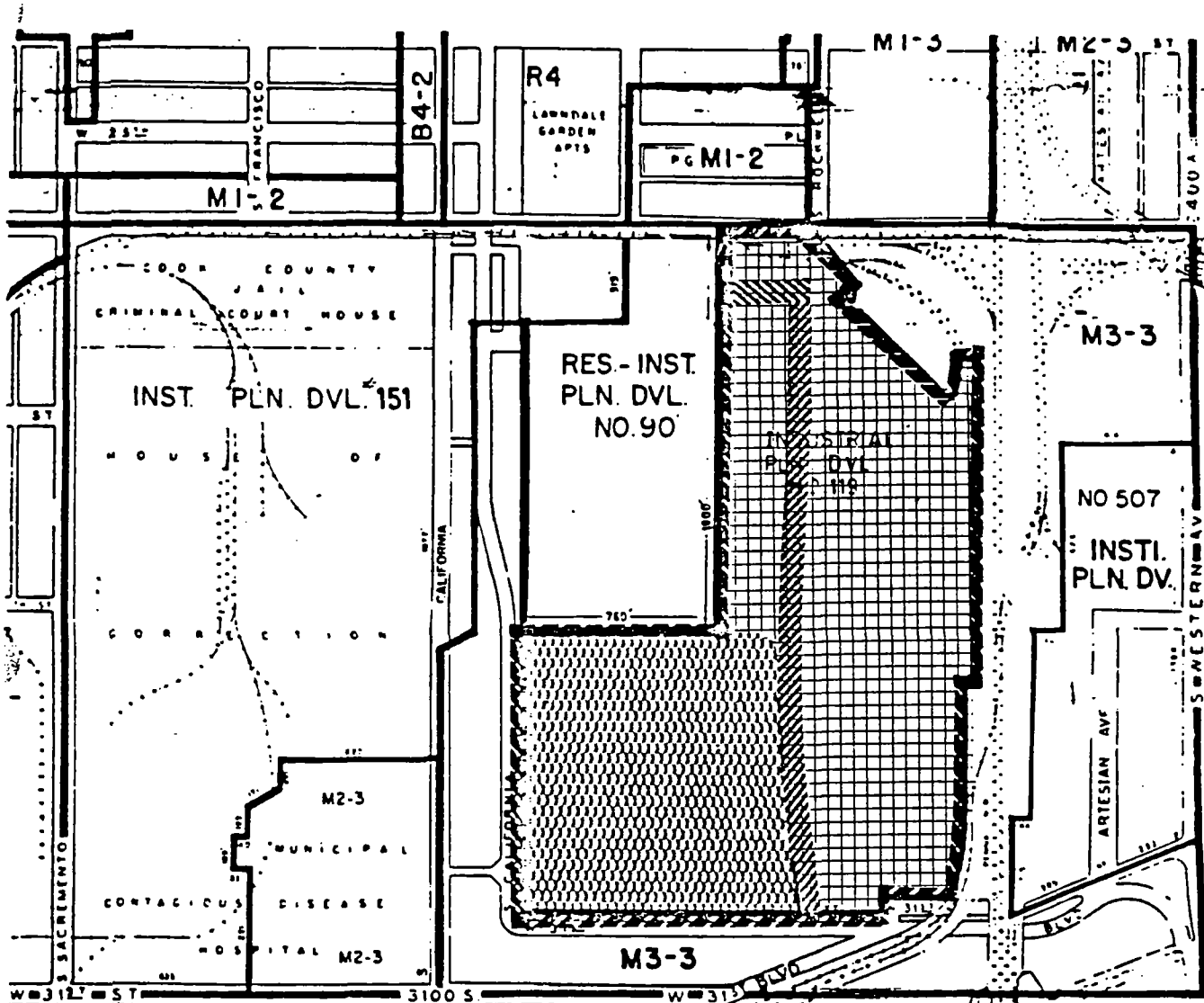


APPLICANT: BOARD OF COOK COUNTY COMMISSIONERS

DATE: MAY 10, 1991, REVISED JUNE 13, 1991

INSTITUTIONAL / INDUSTRIAL PLANNED DEVELOPMENT
NO. 119, AS AMENDED

GENERALIZED LAND USE PLAN



LEGEND



PLANNED DEVELOPMENT BOUNDARY



CORRECTIONAL FACILITIES AND RELATED USES



MANUFACTURING AND RELATED USES



RIGHT OF WAY TO BE DEDICATED

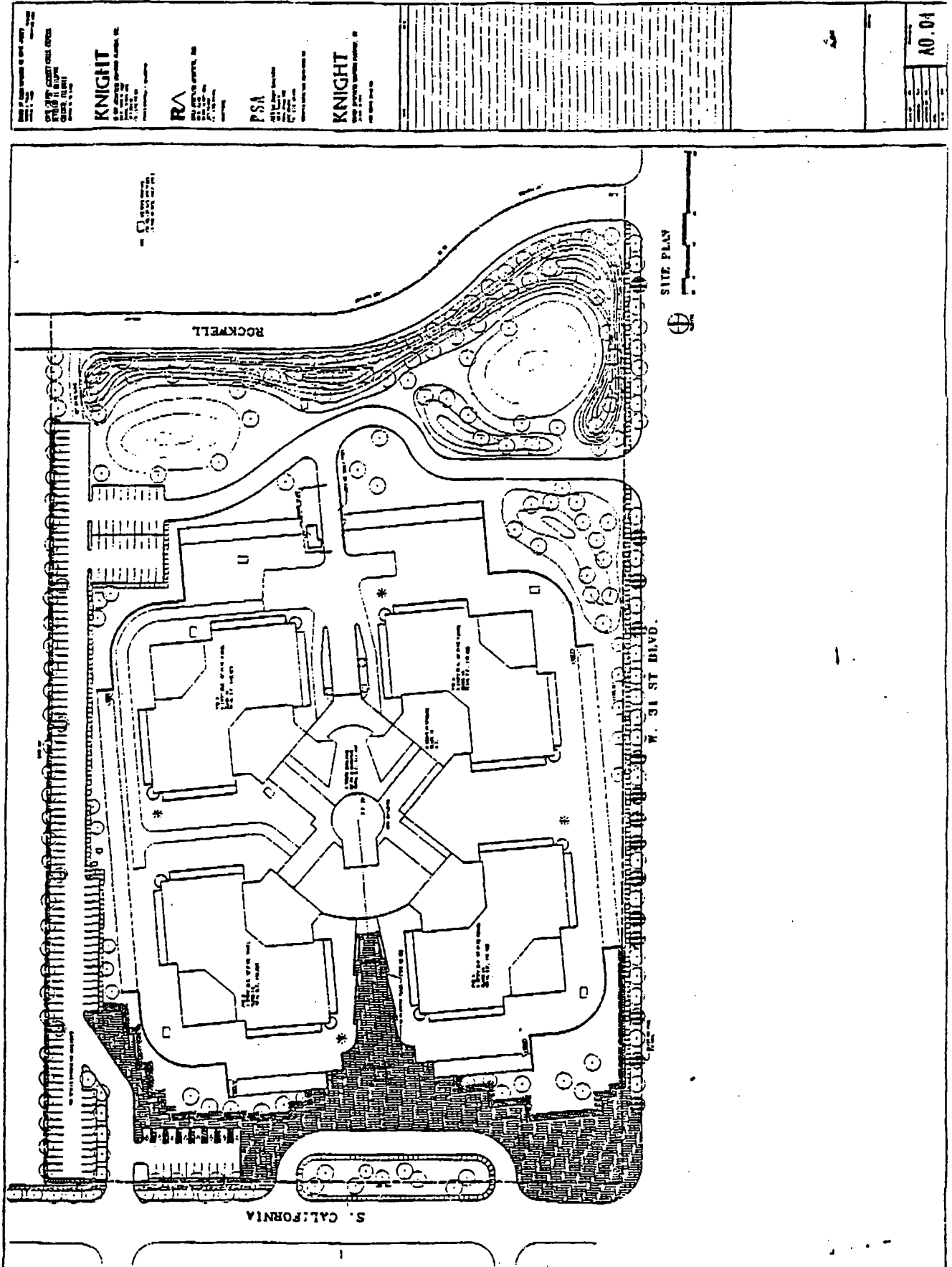


250 0 250 500 750
SCALE IN FEET

APPLICANT: BOARD OF COOK COUNTY COMMISSIONERS

DATE: MAY 10, 1991, REVISED JUNE 13, 1991

Site Plan.



7/24/91

REPORTS OF COMMITTEES

4257

Elevation Drawing.



Roula Associates Architects, Chtd.
Architects

Lester B. Knight, Inc.
Engineers & Project Managers

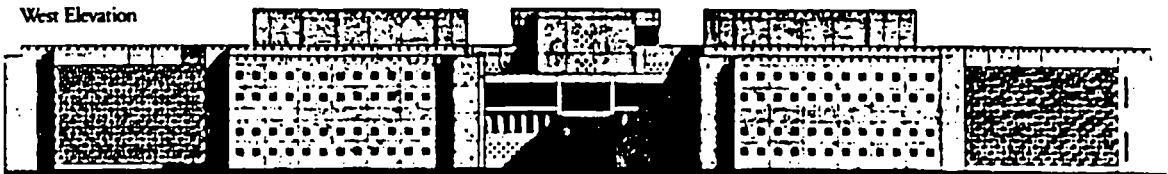
Phillips Swager Associates, Inc.
Security Consultants

The Cook County
Department of Corrections,
Division 11,
Maximum Security Facility

East Elevation



West Elevation



APPLICANT: BOARD OF COOK COUNTY COMMISSIONERS
DATE: June 13, 1991

CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 1991, I beg leave to recommend that Your Honorable Body *Pass* various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Numbers 10775 and 10793 which failed to meet the committee's approval and were unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers:

A-2848 -- an Institutional Planned Development;

10770 -- an Institutional Planned Development Number 118, as amended;

10779 -- Planned Development Number 182; and

10780 -- an Institutional Planned Development Number 12, as amended.

I ask that the record reflect the withdrawal of two applications, Numbers 10787 and A-2835.

At this time, I would also request that every planned development be printed in its entirety in the Journal of Council Proceedings.

At this time, I, along with Alderman Ed Smith, move that this report be

deferred and published with the exception of Application Numbers 10783, 10780, A-2848, A-2850, 10781, 10802 and 10770 which I move for immediate passage today because "time is of the essence" on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map Number 1-G.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development Number 118 and C2-3 and C3-3 symbols and indications as shown on Map No. 1-G in the area bounded by:

North Ogden Avenue; a line passing through both a point along the east line of North Ogden Avenue 369 feet northeasterly from the intersection of North Ogden Avenue and West Madison Street and a point 194 feet north of West Madison Street on the east line of the alley next southeast of and parallel to North Ogden Avenue; the east line of the alley next southeast of and parallel to North Ogden Avenue; the north line of the

alley next north of and parallel to West Madison Street from its intersection with the northeasterly and southwesterly alley parallel to North Ogden Avenue, to a point 137 feet west of North Bishop Street; a line 141 feet south from the north line of the east/west alley next north of and parallel to West Madison Street; and West Madison Street,

to the designation of Institutional Planned Development Number 118, as amended, and a corresponding use district is hereby established in the area above described, subject to such use and bulk regulations as are set forth in Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Institutional Planned Development Number 118
(As Amended)*

Plan Of Development Statements.

1. The area delineated herein as "Institutional Planned Development" is owned or controlled by The Salvation Army, an Illinois not-for-profit corporation.
2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning. Egress to off-street parking and loading facilities for 1462 -- 1510 West Madison Street shall be from West Madison Street.
3. All applicable official reviews, approvals or permits are required to be obtained by The Salvation Army or its successors, assignees, or grantees.
4. Any dedication or vacation of streets and alleys or easements or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the The Salvation Army or its successors, assignees or grantees.

5. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress or egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 20 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. Fire lane access for emergency purposes shall be from West Madison Street.
6. In addition to the existing uses provided for in Planned Development Number 118, the following uses shall be permitted within the area delineated herein as Institutional Planned Development Number 118, as amended: the construction, maintenance and operation of a 6-story 58-unit H.U.D. apartment building as a residence for senior citizens at 1462 -- 1510 West Madison Street. The ground floor will contain a community room, library, kitchen, game room and apartments for senior citizens. The remaining floors will contain living apartments for senior citizens.
7. The proposed structure will not exceed any federal or local height restrictions.
8. Identification signs may be permitted within the area delineated herein as Institutional Planned Development, subject to the review and approval of the Department of Buildings and the Department of Planning.
9. The information in the table and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Institutional Planned Development, and illustrates that the development of such area will be in general compliance with the intent and purpose of the Chicago Zoning Ordinance.
10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.
11. The improvements on the property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan. The landscaping within the property (including the adjacent right-of-way) shall be installed and maintained at all times in general conformance with the Landscape Plan. The landscaping will include sod, shrubbery and trees on site. Sidewalks, driveways and curbs will be installed and maintained by the City.

12. This Plan of Development consists of 12 statements; an Existing Zoning Map; a Property Line and Right-of-Way Adjustment Map; a Generalized Land Use Map; an Existing Land Use Map; a Use and Bulk Regulation and Data Sheet; and a Site Plan and Landscape Plan prepared by McBride and Dudley, Ltd., both dated March 28, 1991.

[Existing Zoning and Street System Map, Property Line and Right-of-Way Map, Generalized Land Use Plan and Existing Land Use Map attached to this Plan of Development printed on pages 4264 through 4267 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Planned Development

Use And Bulk Regulations And Data.

Existing Site Area:	46,556 square feet equals 1.068 acres
Additional Site Area:	<u>20,889</u> square feet equals <u>0.479</u> acres
Net Site Area:	67,445 square feet equals 1.547 acres
General Description:	Existing 1-story, 14,353 square foot Community Center including offices, classroom, and 2,500 square foot chapel/auditorium. New Construction: a 6-story, 41,539 square foot 58 unit apartment building for the elderly, off-street parking, loading, passive, recreational and open areas.

Maximum Floor Area Ratio: 3.9

Maximum Percent of Land Covered: 45%

Minimum Number of Off-Street Parking Spaces:

Community Center: 34 (existing)

Apartment Buildings: 20

Minimum Number of Off-Street Loading Spaces:

Apartment Building: 1

Minimum Ground Level Set-Backs:

Community Center: 4.70 feet from Madison Street
(existing)

7.37 feet from Ogden Avenue
(existing)

Apartment Building: 10.0 feet from Madison Street

Along all other property lines: 0.0 feet

Set-back and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement of, existing structures, or where necessary because of technical reasons, subject to the approval of the Department of Planning.

Reclassification Of Area Shown On Map Number 1-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 1-K in the area bounded by:

(Continued on page 4268)

SITE ADDRESS: 1500 W. MADISON CHICAGO, IL

DATE: 4/3/91

RESIDENCE DISTRICTS

R1 SINGLE-FAMILY RESIDENCE DISTRICT
 R2 SINGLE-FAMILY RESIDENCE DISTRICT
 R3 GENERAL RESIDENCE DISTRICT
 R4 GENERAL RESIDENCE DISTRICT
 R5 GENERAL RESIDENCE DISTRICT
 R6 GENERAL RESIDENCE DISTRICT
 R7 GENERAL RESIDENCE DISTRICT
 R8 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
 B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
 B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
 B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
 B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
 B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
 B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

COMMERCIAL DISTRICTS

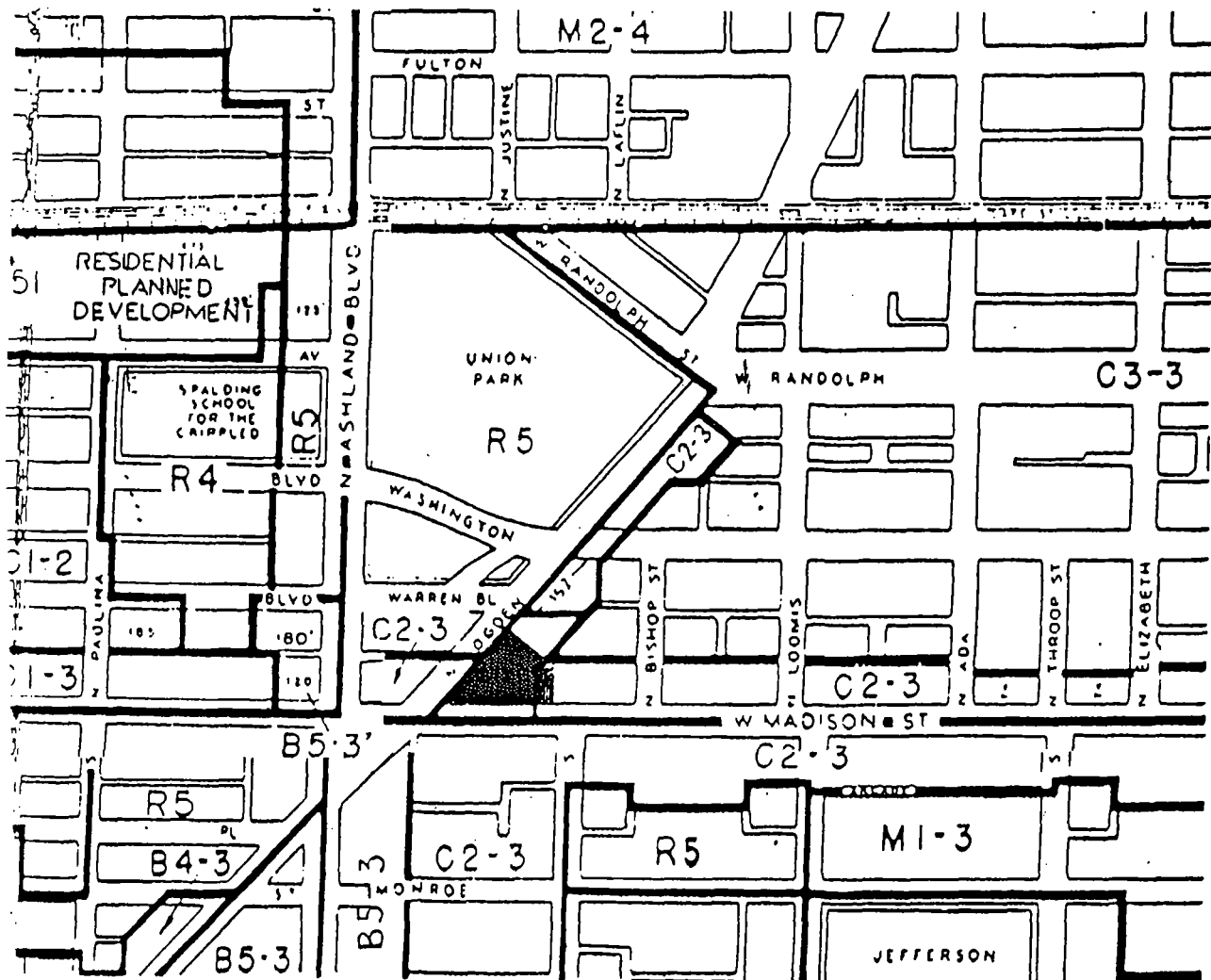
C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
 C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
 C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
 C4 MOTOR FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
 M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
 M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

AMENDED
 7-9-85

PLAN DEVELOPMENT SITE:



**EXISTING ZONING &
 STREET SYSTEM MAP**

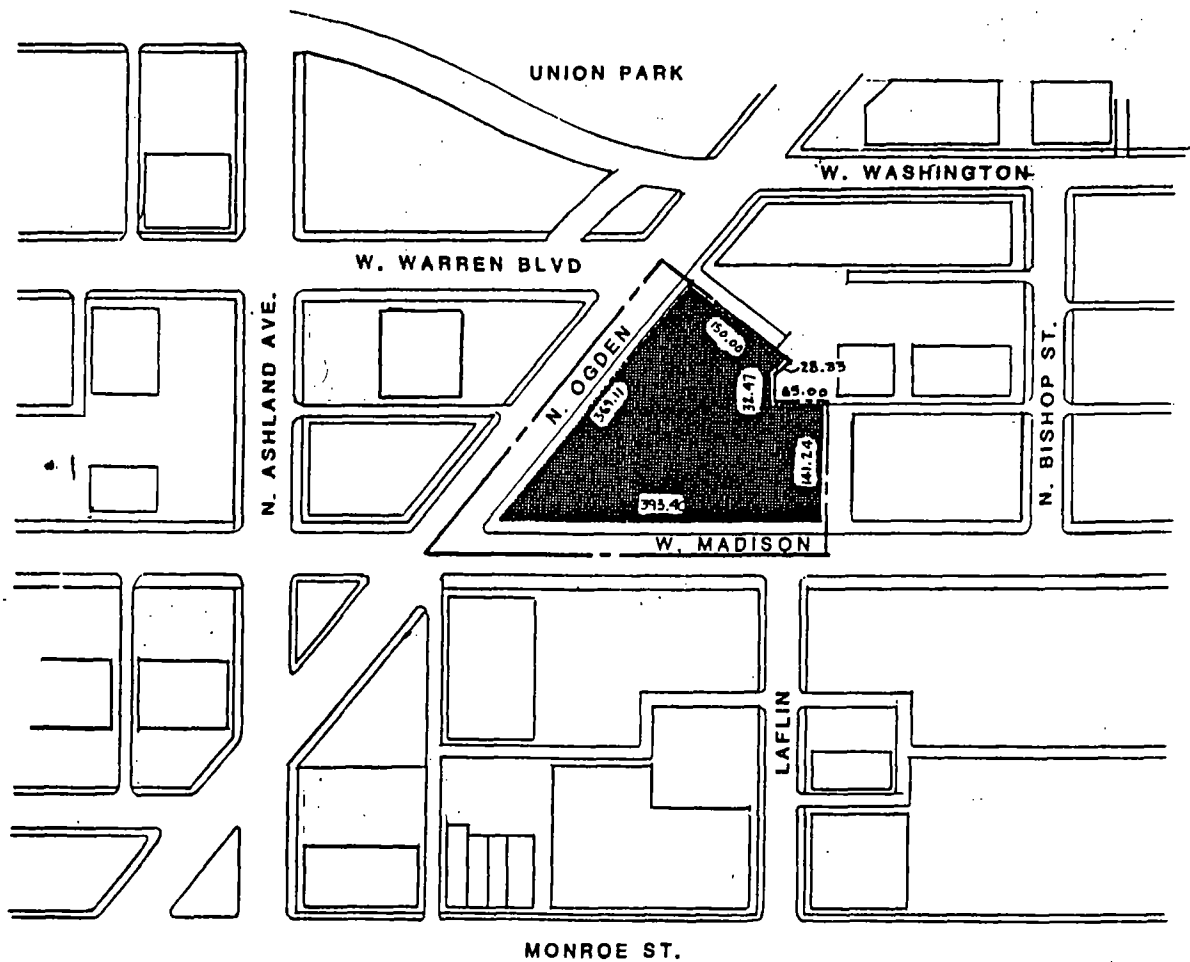


LEGEND

--- PLANNED DEVELOPMENT BOUNDRY

 SITE AREA

**PROPOSAL: 6 STORY APARTMENT BUILDING FOR THE
ELDERLY WITH OFF STREET PARKING,
LOADING AREAS & OPEN AREAS.**

**PROPERTY LINE & R.O.W. MAP**

SCALE: 1" : 200'-0"

APPLICANT NAME: THE SALVATION ARMY
CHICAGO, IL.

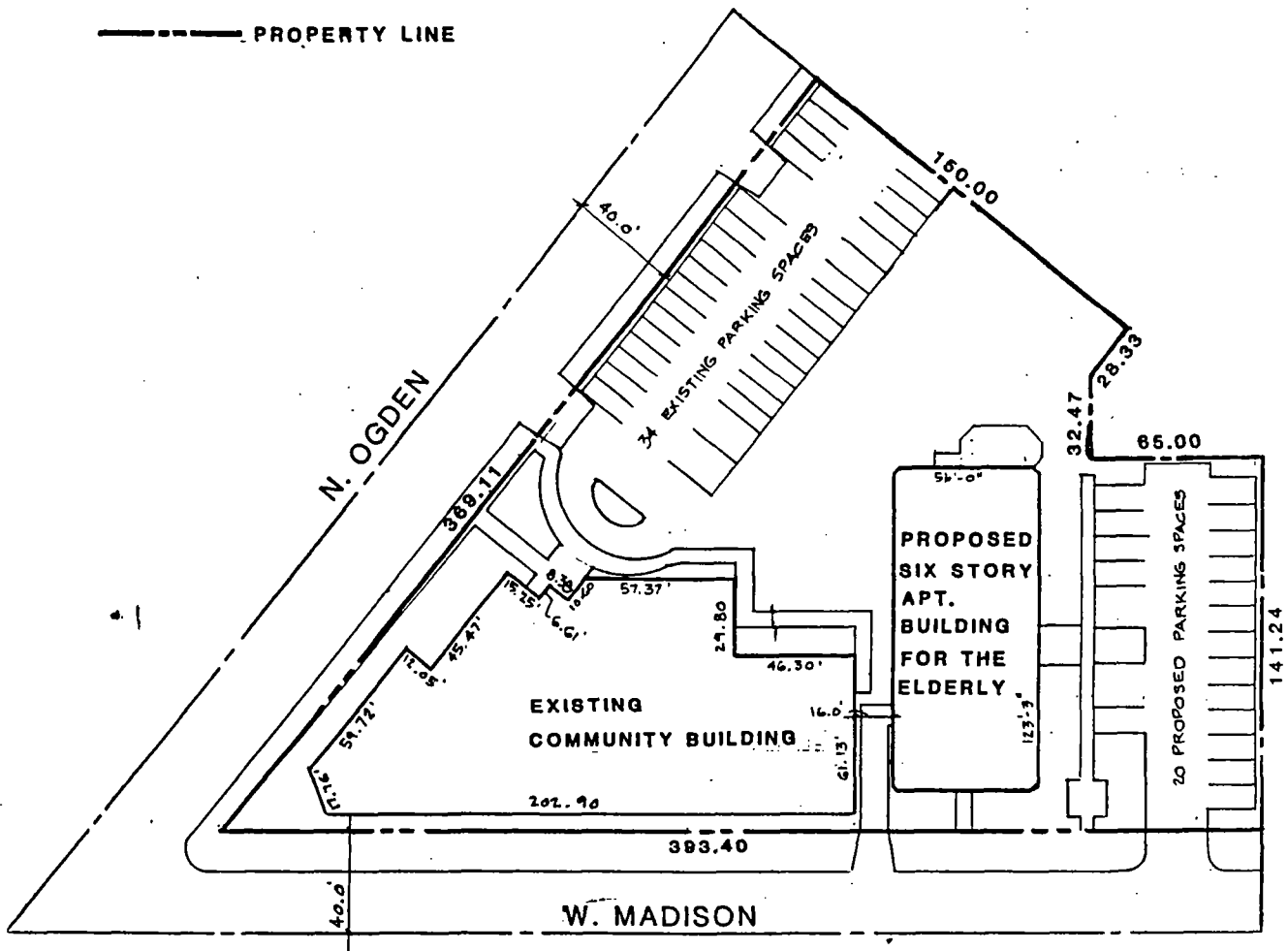
DATE: 4/4/91



LEGEND

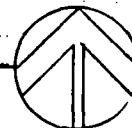
--- R.O.W.

--- PROPERTY LINE

**GENERALIZED LAND USE PLAN**

SCALE: 1" : 60'-0"

NORTH



APPLICANT NAME: THE SALVATION ARMY
CHICAGO, IL.

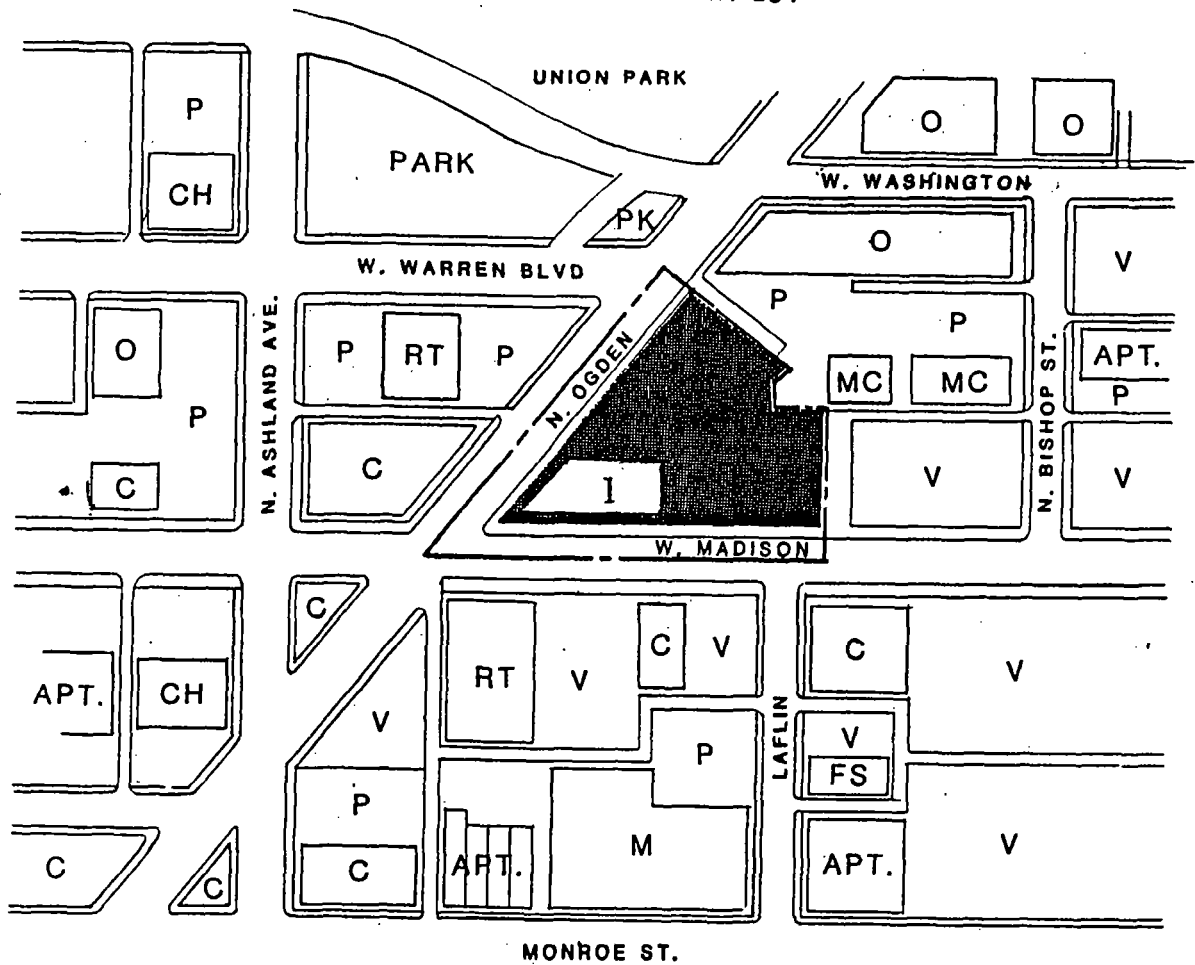
DATE: 4/4/81

LEGEND

----- PLANNED DEVELOPMENT BOUNDARY

■ SITE AREA

O OFFICE	FS FIRE STATION	MC MEDICAL CLINIC
C COMMERCIAL	CH CHURCH	APT. APARTMENT BLDG.
RT RESIDENTIAL TRANSIENT	P PARKING	
I INSTITUTIONAL	V VACANT LOT	

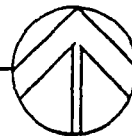
**EXISTING LAND USE MAP**

SCALE: 1" : 200'-0"

APPLICANT NAME: THE SALVATION ARMY
CHICAGO, IL.

DATE: 4/4/91

NORTH



(Continued from page 4263)

the alley next north of West Fulton Street; a line 52.4 feet east of North Kilpatrick Avenue; West Fulton Street; and North Kilpatrick Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 3-H.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development No. 12 symbols and indications as shown on Map No. 3-H in the area bounded by:

LeMoyne Avenue on the north; Oakley Boulevard on the east; Hirsch Street on the south; and Western Avenue on the west,

to those of Institutional Planned Development No. 12, as amended, which is hereby established in the area above described subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Plan Of Development.

*Institutional Planned Development No. 12.
(As Amended)*

Statements.

1. The area delineated herein as Institutional Planned Development No. 12, as amended, consists of approximately 304,821 square feet (or 6.99 acres) of real property. Title to all property in Institutional Planned Development No. 12 is vested in St. Elizabeth's Hospital of Chicago, Inc., an Illinois not-for-profit corporation and American National Bank and Trust Company, as Trustee under Trust Agreement dated September 19, 1989 and known as Trust No. 109008-01. Briar/Margaritas Limited Partnership, an Illinois limited partnership, is the owner of 100% of the beneficial interest in said Trust. The northeast portion of the property will be further developed. This property will be conveyed to Su Casa Senior Residence, Inc., another Illinois not-for-profit corporation which is a related corporation to applicant. Both corporations have the same parent organization, Ancilla Systems, Incorporated.
2. This Plan of Development consists of sixteen statements, an Existing Land Use Area Map, a Property Line Map and Right-of-Way Adjustment Map, an Existing Zoning and Street System Map, a Table of Use and Bulk Regulations and Related Controls, development drawings, Site Plan (the "Site Plan") and Landscape Plan (the "Landscape Plan") (to be filed with the Department of Planning), and Generalized Land Use Plan. Full size sets of the Site Plan, Landscape Plan and the building elevations are to be kept on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago ("Chicago Zoning Ordinance") and all requirements thereof, and satisfies the established criteria for approval as a planned development.
3. There are three buildings currently on the property. One building is the St. Elizabeth's Hospital Building; the second building is the Professional Office Building; and the third building is the Margaritas Hall School of Nursing. There are presently five hundred fifty-five (555) parking spaces. One additional building will be constructed on the northeast portion of the site. This additional building will be a seven-story, brick and stucco, 100-unit rental

structure for low-income persons aged 62 or older, with twenty-nine (29) additional off-street parking spaces (27 non-handicapped and 2 handicapped) dedicated solely for this building.

4. All applicable governmental reviews, approvals, or permits are required to be obtained by the Applicant or its successors, assigns, or grantees.
5. Any dedication or vacation of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of Applicant, its successors or assigns.
6. Off-street parking and loading facilities will be provided in compliance with this Plan of Development, as authorized by the Chicago Zoning Ordinance and as determined by the Department of Planning.
7. Any service drives or any other ingress or egress must be adequately designed and paved in accordance with the regulations of the Department of Public Works in effect at the time of construction and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 18 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the Commissioner of the Department of Planning.
8. Identification signs may be permitted with the approval of the Commissioner of Planning. Temporary signs, such as construction and marketing signs, shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning.
9. Height restriction of any building or any appurtenance thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - (a) Height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - (b) Airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, and approved by the City Council.

10. The property subject to this Planned Development shall be used and developed in substantial conformance with the Site Plan.
11. The following uses of land shall be permitted within the area delineated herein as "Institutional Planned Development No. 12": hospital, research, medical, housing, housing for elderly persons (as defined in Article III, Section 3.2 of the Chicago Zoning Ordinance), and related and incidental uses as authorized by the Chicago Zoning Ordinance. Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M1 zoning district of the Chicago Zoning Ordinance.
12. The improvements on the Property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan and Landscape Plan. The landscaping (including street trees in the adjacent right-of-way) shall be installed in general conformance with the Site Plan and Landscape Plan. The landscaping within the property shall be maintained at all times in accordance with the Site Plan and Landscape Plan. The Applicant shall, for a period of five (5) years from the adoption of this Ordinance, be responsible for watering and fertilizing parkway trees required to be provided by the Site and Landscape Plans and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing. The building facades shall be designed, constructed and maintained in general conformance with the elevation plans included as exhibits to this Planned Development. The requirements of this statement may be modified administratively by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development and is appropriate. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
13. Unless substantial construction has commenced within ten (10) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development amendment shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided for by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory

ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to the pre-existing zoning classifications, i.e., Institutional Planned Development No. 12.

14. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Planning.
15. For purposes of Floor Area Ratio (F.A.R.) calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.
16. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the Applicant and the Property owner of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property and all portions thereof shall throughout the period this Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement related or other zoning-related communication from the City in relation to and on behalf of the affected property owner or owners, and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf of the affected owner or owners of the Property. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights therein.

[Existing Zoning and Street System Map, Property Line and Right-of-Way Adjustment Map, Generalized Land Use Map and Existing Land Use Area Map attached to this Plan of Development printed on pages 4275 through 4278 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Planned Development.

*Use And Bulk Regulations Table And Related Data
And Controls.*

Maximum Total Number of Dwelling Units

Net Site: 100 units

Site Area (Net): 304,821 square feet

Site Acreage (Net): 6.99 acres

Maximum Floor Area Ratio: 1.45

Minimum Number of Off-Street Parking Spaces: 429 total spaces

A. Existing Medical, Laboratories, Housing and Related Uses 400 spaces

B. Housing for Elderly Persons 29 spaces

Minimum Periphery Setbacks:

A. Boundary and Front Yard Setbacks 15 feet

B. Side Yard Setbacks 8 feet

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of architectural arrangement related to existing

structures, or when necessary, because of technical reasons, subject to the approval of the Commissioner of the Department of Planning.

Minimum Distances Between Buildings:

A.	Patient Room Facings	24 feet
B.	End and Face Walls	24 feet
C.	Front Face	50 feet
D.	Rear Face	28 feet

Maximum Percentage of Land Covered for Total Net Site Area:	33%

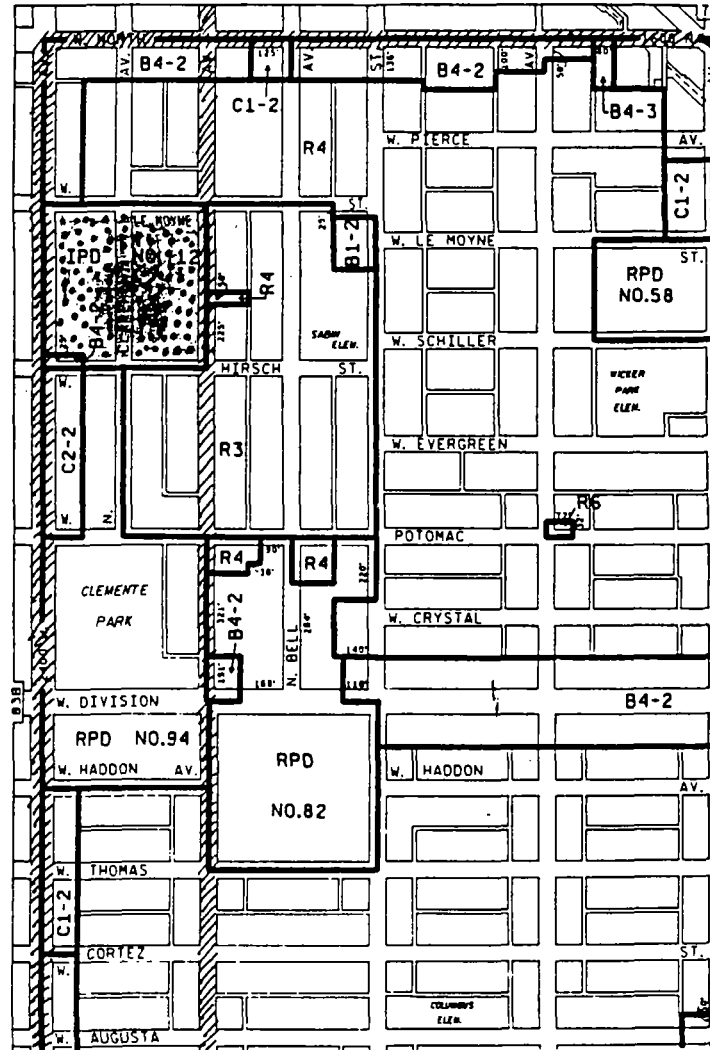
Use: Medical, laboratory, housing, housing for elderly persons, and Related and Incidental Uses.

Laboratories or research facilities contained therein shall be governed by performance standards as authorized under the M1 zoning district of the Chicago Zoning Ordinance.

Existing Gross Area:

St. Elizabeth's Hospital	231,264
Margaritas Hall	52,716
Professional Office Building	<u>78,296</u>
Subtotal:	362,276
New Structure	
Housing for Elderly Persons	<u>78,141</u>
Total Existing and New Structure	
Square Footage as proposed	440,417

INSTITUTIONAL PLANNED DEVELOPMENT NO. 12, AS AMENDED
EXISTING ZONING AND STREET SYSTEM MAP



LEGEND



Proposed Planned Development



Preferential Streets



Zoning District Boundary

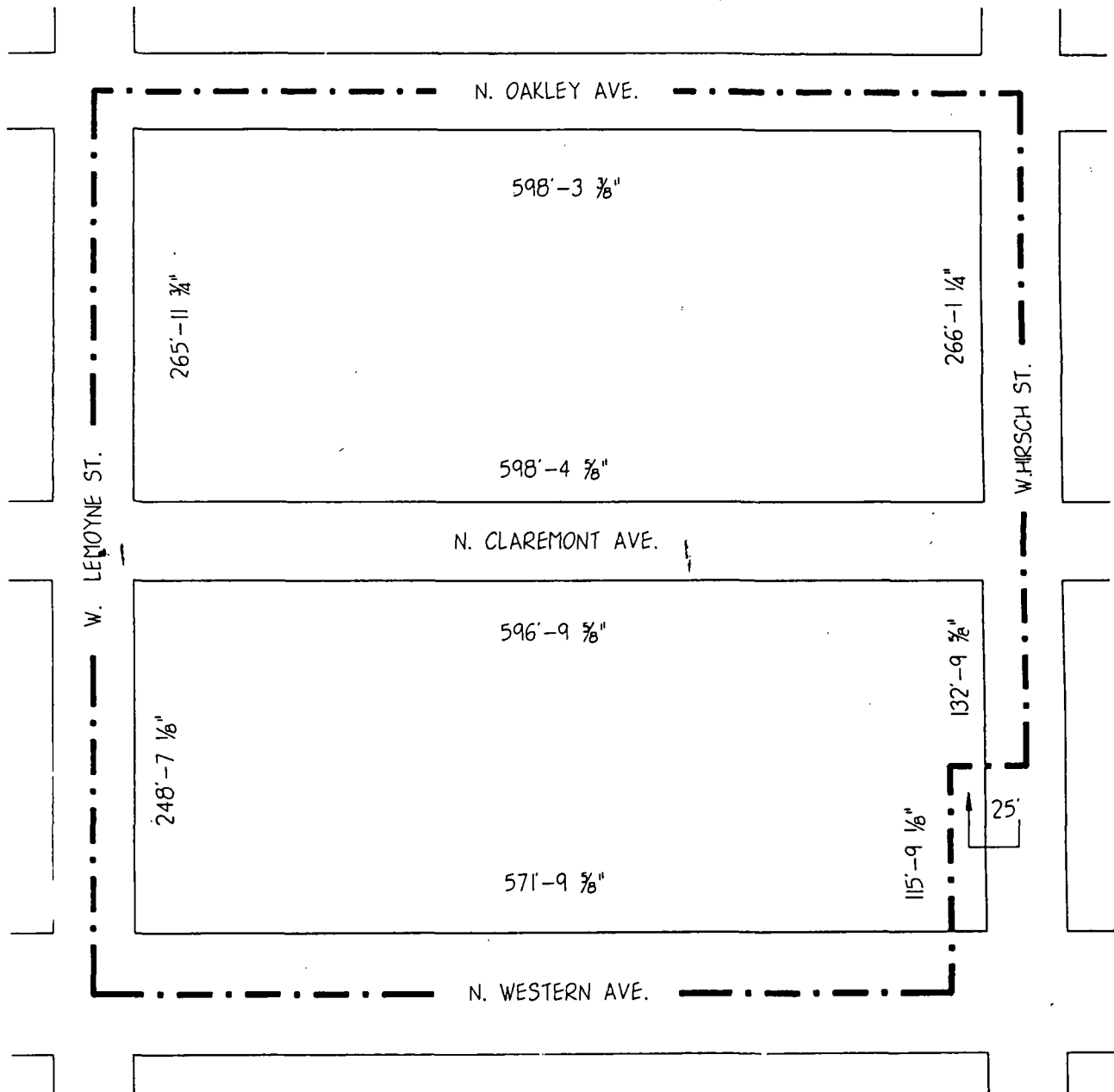
Applicant: St. Elizabeth's Hospital of Chicago, Inc.

Address: 1431 North Claremont Avenue

Date: April 24, 1991

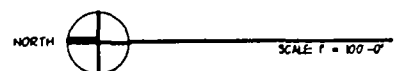
14

INSTITUTIONAL PLANNED DEVELOPMENT No. 12, AS AMENDED
PROPERTY LINE AND RIGHT-OF-WAY ADJUSTMENT MAP.

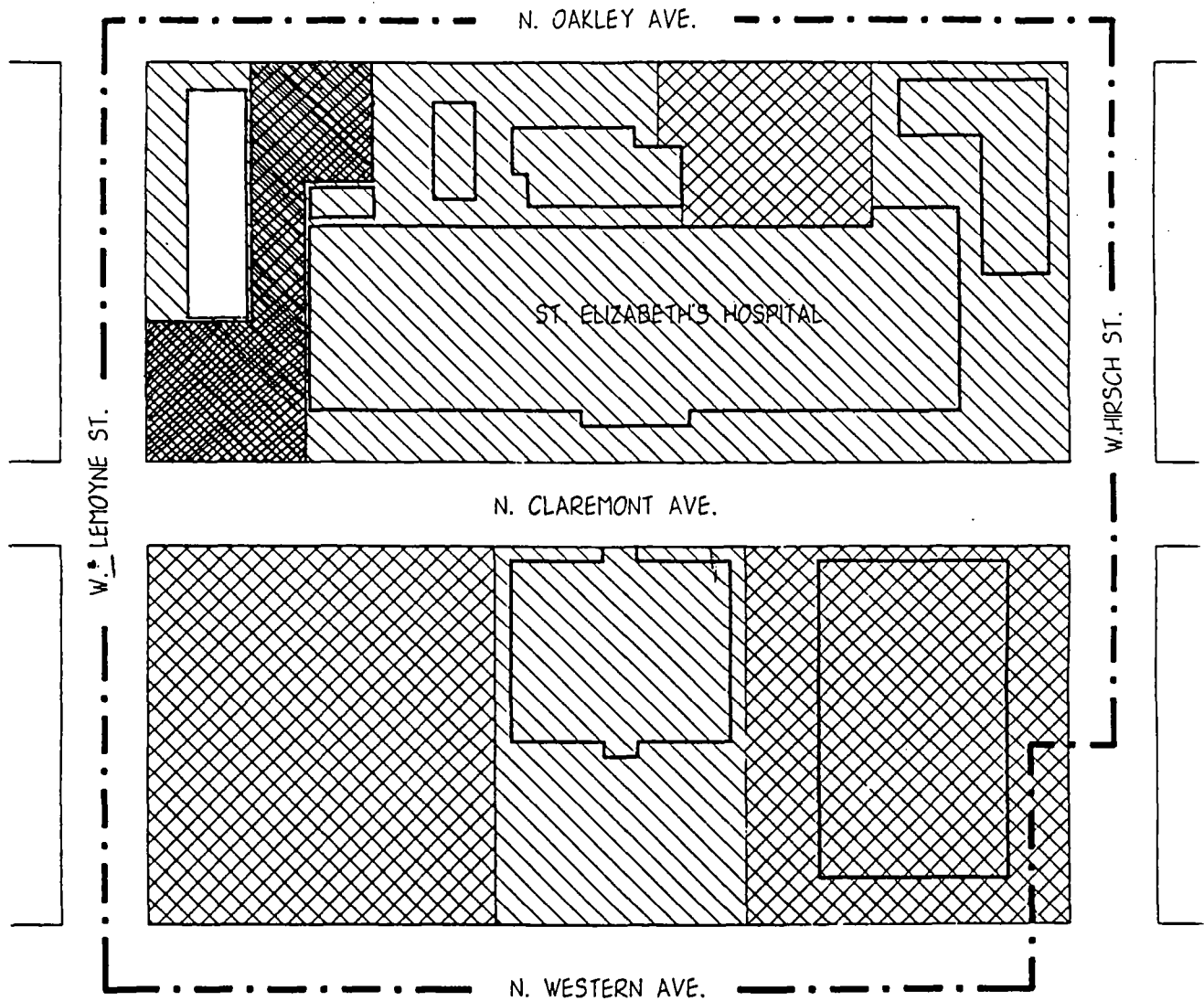


--- PLANNED DEVELOPMENT BOUNDARY

APPLICANT: ST. ELIZABETH'S HOSPITAL

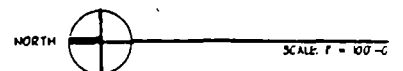


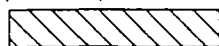
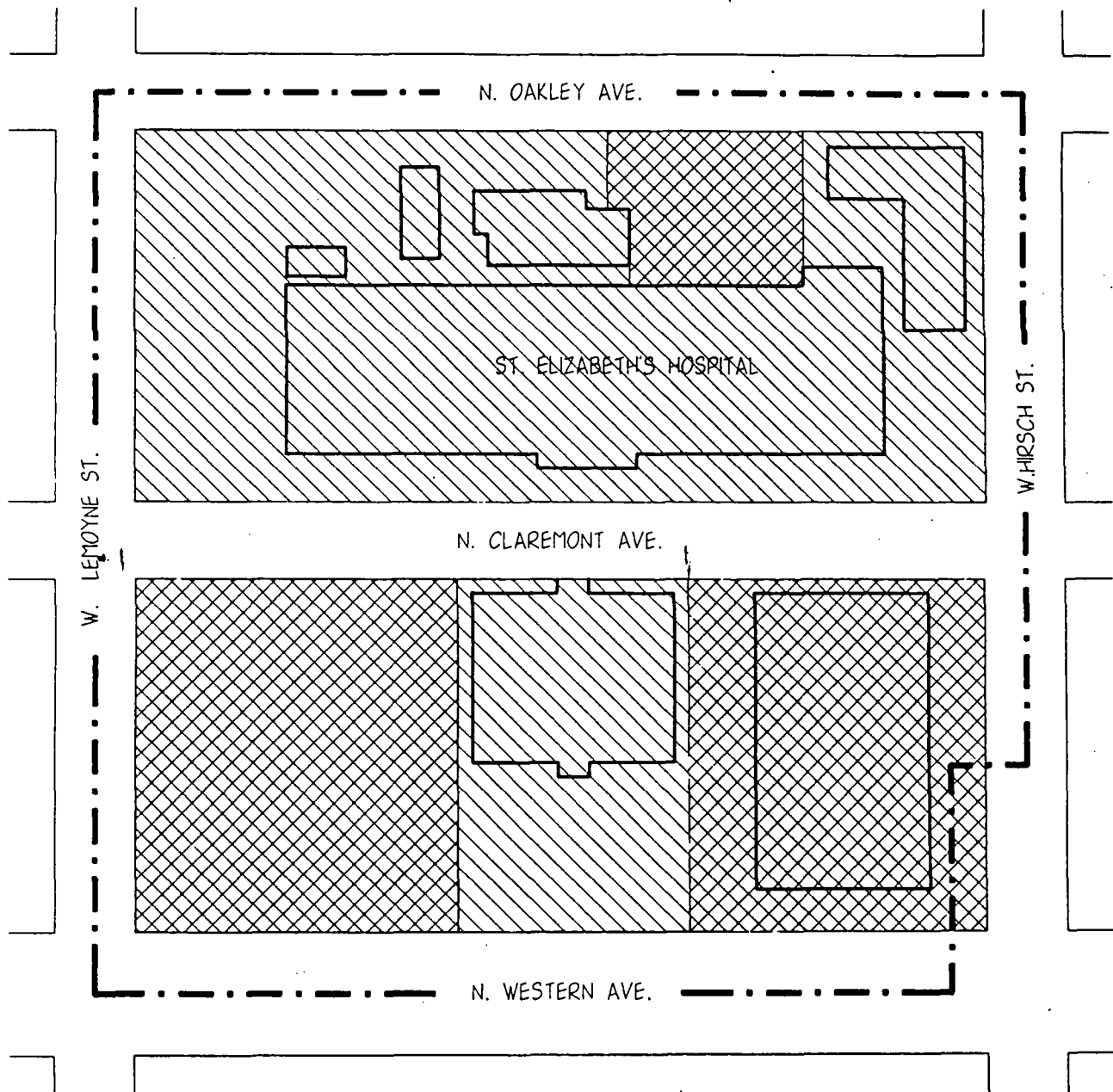
INSTITUTIONAL PLANNED DEVELOPMENT No. 12, AS AMENDED GENERALIZED LAND USE PLAN



	HOUSING FOR ELDERLY PERSONS
	MEDICAL, LABORATORIES, AND RELATED USES
	PARKING AREAS
	PARKING AREAS FOR ELDERLY PERSONS
	PLANNED DEVELOPMENT BOUNDARY

APPLICANT: ST. ELIZABETH'S HOSPITAL



INSTITUTIONAL PLANNED DEVELOPMENT No. 12, AS AMENDED
EXISTING LAND USE AREA MAP

MEDICAL, LABORATORIES, AND RELATED USES

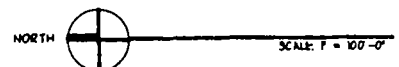


PARKING AREAS



PLANNED DEVELOPMENT BOUNDARY

APPLICANT: ST. ELIZABETH'S HOSPITAL



Reclassification Of Area Shown On Map Number 3-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-I in area bounded by:

a line 300.26 feet north of West Thomas Street; the alley next east of and parallel to North Francisco Avenue; West Thomas Street; and North Francisco Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 5-M in area 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,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 7-J.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-J in area bounded by:

West Wellington Avenue; North Kedzie Avenue; West George Street;
and North Sawyer Avenue,

to those of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Institutional Planned Development

Statements.

1. The property delineated herein as an Institutional Planned Development is owned by the Public Building Commission of Chicago. The Applicant, the Board of Education of the City of Chicago, as Lessee operates and maintains Avondale School located on the Property. The Applicant is seeking to construct a new elementary school for grades 6, 7 and 8 in the southeast quarter of the Property.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the Applicant and the Property owner of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property and all portions thereof

shall throughout the period that this Institutional Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communications from the City in relation to and on behalf of the affected Property owner or owners, and (2) making applications to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf of the affected owner or owners of the Property. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the Property or any rights therein.

4. This Planned Development consists of sixteen (16) statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Plan; a Table of Use and Bulk Regulations and Data; a Site Plan and a Landscape Plan prepared by Restrepo Group, Inc., dated May 15, 1991. Full size sets of the Site Plan and Landscape Plan are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.
5. The uses permitted within the area delineated herein as an "Institutional Planned Development" shall be educational and related uses incidental thereto.
6. Identification and other necessary signs may be permitted within the area delineated herein as an "Institutional Planned Development", subject to the review and approval by the Commissioner of the Department of Planning. All identification signs existing as of the date of the adoption of this Ordinance shall be permitted. Temporary signs, such as construction signs, shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning.
7. Any dedication or vacation of streets and alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of

- parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.
8. Off-street parking and off-street loading facilities shall be provided in compliance with this Planned Development, subject to review and approval of the Departments of Public Works and Planning. The minimum number of off-street parking spaces shall be determined in accordance with the attached Table of Use and Bulk Regulations. A minimum of two percent (2%) of all parking spaces shall be designated for the handicapped.
 9. Any service drives or any other ingress or egress must be adequately designed and paved in accordance with the regulations of the Department of Public Works in effect at the time of construction and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago, and shall have a minimum width of 18 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the Commissioner of the Department of Planning.
 10. Height restriction of any building or any appurtenance thereto, shall, in addition to the Table of Use and Bulk Regulations be subject to:
 - (a) Height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - (b) Airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, and approved by the City Council.
 11. The maximum permitted floor area ratio (F.A.R.) shall be in accordance with the attached Table of Use and Bulk Regulations. For purposes of F.A.R. calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.
 12. This Planned Development shall be subject to the "Rules, Regulations and Procedures in relation to Planned Developments", as promulgated by the Commissioner of Planning.

13. The improvements on the Property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan. The landscaping (including street trees in the adjacent right-of-way) shall be installed in general conformance with the Landscape Plan. The landscaping within the Property shall be maintained at all times in accordance with the Site and Landscape Plans. One (1), two and one-half (2½) inch caliber tree shall be installed for each twenty-five (25) feet of frontage, subject to and in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic and the Department of Planning. The Applicant shall, for a period of five (5) years from the adoption of this Ordinance, be responsible for watering and fertilizing parkway trees required to be provided by the Landscape Plan and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing. Trees installed in the public way adjacent to the Property pursuant to the requirements hereof shall be subject to the standards of the Department of Streets and Sanitation, Bureau of Forestry.
14. The building facades shall be designed, constructed, and maintained in general conformance with the elevation plans included as exhibits to this Planned Development.
15. The requirements of this statement may be modified administratively by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development and is appropriate. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
16. Unless substantial new construction on the Property has commenced within 10 years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire, provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided for by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this statement, then the zoning of the Property shall automatically revert to that of an R3 General Residence District.

[Existing Zoning Map, Property Line Map, General Land Use Map, and Plot Plan attached to this Plan of Development printed on pages 4286 through 4289 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Use And Bulk Regulations And Data.

Net Site Area		General Description Of Land Use	Number Of Dwelling Units	Maximum Floor Area Ratio	Maximum Percentage Of Land Covered
Square Feet	Acres				
150,505	3.46	Educational Elementary School	0	129,809 1.2	46,800 sq. ft. 31%

Gross Site Area =	Net Site Area	+	Area of Public Streets
194,689	150,505		44,184

Maximum Permitted F.A.R. for Total Net Site Area:

Minimum Number of Off-Street Parking Spaces: 84

Highest Elevation: 52 feet

Minimum Number of Off-Street Loading Spaces: 1

Minimum Setbacks: South -- 20 feet
North -- existing school
West -- 78 feet
East -- 20 feet

Staffing Data:

Existing School -- 48
New School -- 34

Reclassification Of Area Shown On Map Number 12-K.

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

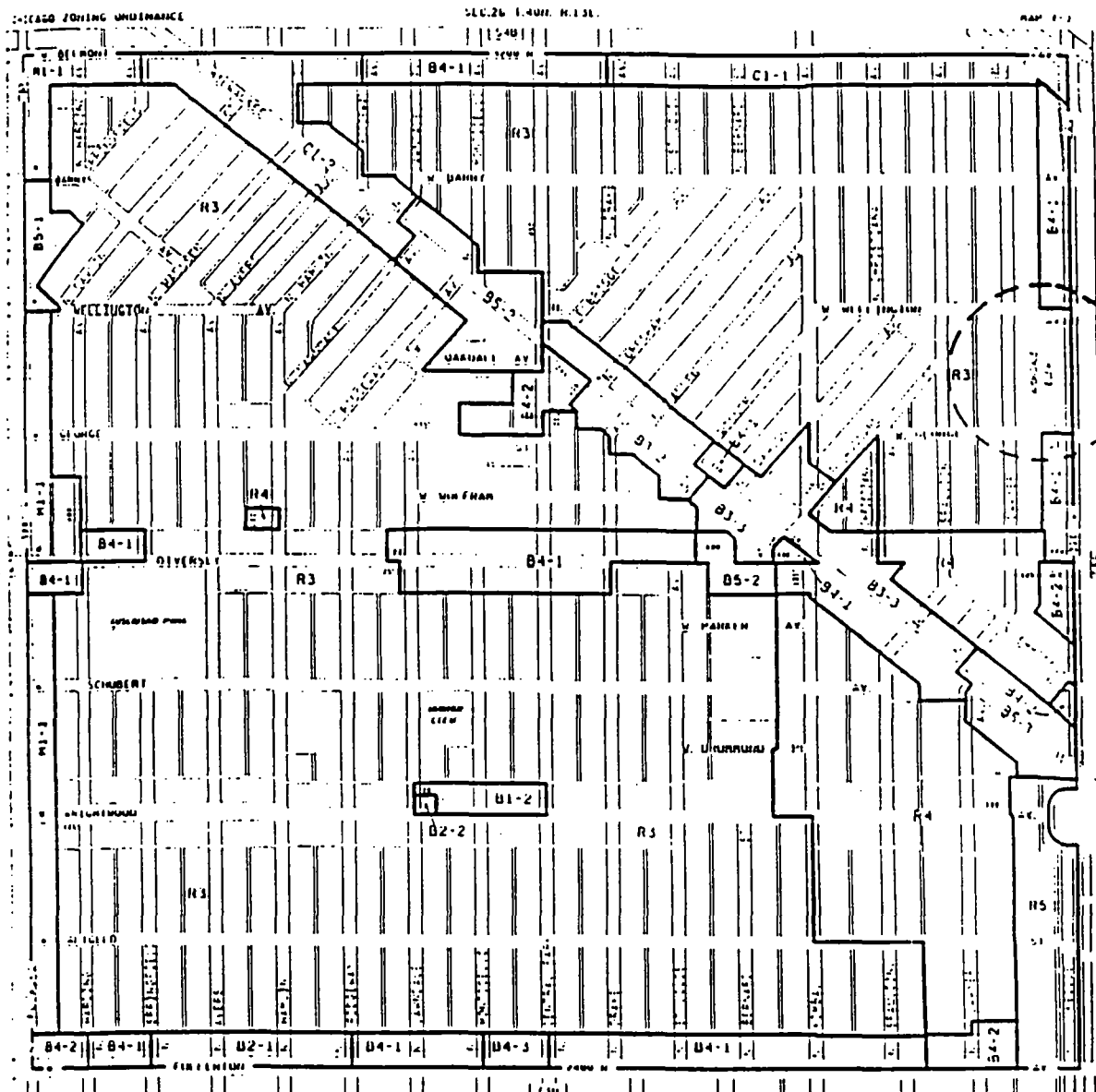
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 12-K in area bounded by:

West 47th Street; South Knox Avenue; the alley south of and parallel to West 47th Street; and a line 208.74 feet west of and parallel to South Knox Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Existing Zoning Map.

**RESIDENCE DISTRICTS**

- B1 SINGLE-FAMILY RESIDENCE DISTRICT
- B2 SINGLE-FAMILY RESIDENCE DISTRICT
- B3 GENERAL RESIDENCE DISTRICT
- B4 GENERAL RESIDENCE DISTRICT
- B5 GENERAL RESIDENCE DISTRICT
- B6 GENERAL RESIDENCE DISTRICT
- B7 GENERAL RESIDENCE DISTRICT
- B8 GENERAL RESIDENCE DISTRICT

BUSINESS DISTRICTS

- B1-1 TO B1-5 LOCAL RETAIL DISTRICTS
- B2-1 TO B2-5 RESTRICTED RETAIL DISTRICTS
- B3-1 TO B3-5 GENERAL RETAIL DISTRICTS
- B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS
- B5-1 TO B5-5 GENERAL SERVICE DISTRICTS
- B6-6 AND B6-7 RESTRICTED CENTRAL BUSINESS DISTRICTS
- B7-5 TO B7-7 GENERAL CENTRAL BUSINESS DISTRICTS

COMMERCIAL DISTRICTS

- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
- C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
- C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
- C4 MOTION PICTURE TERMINAL DISTRICT

MANUFACTURING DISTRICTS

- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

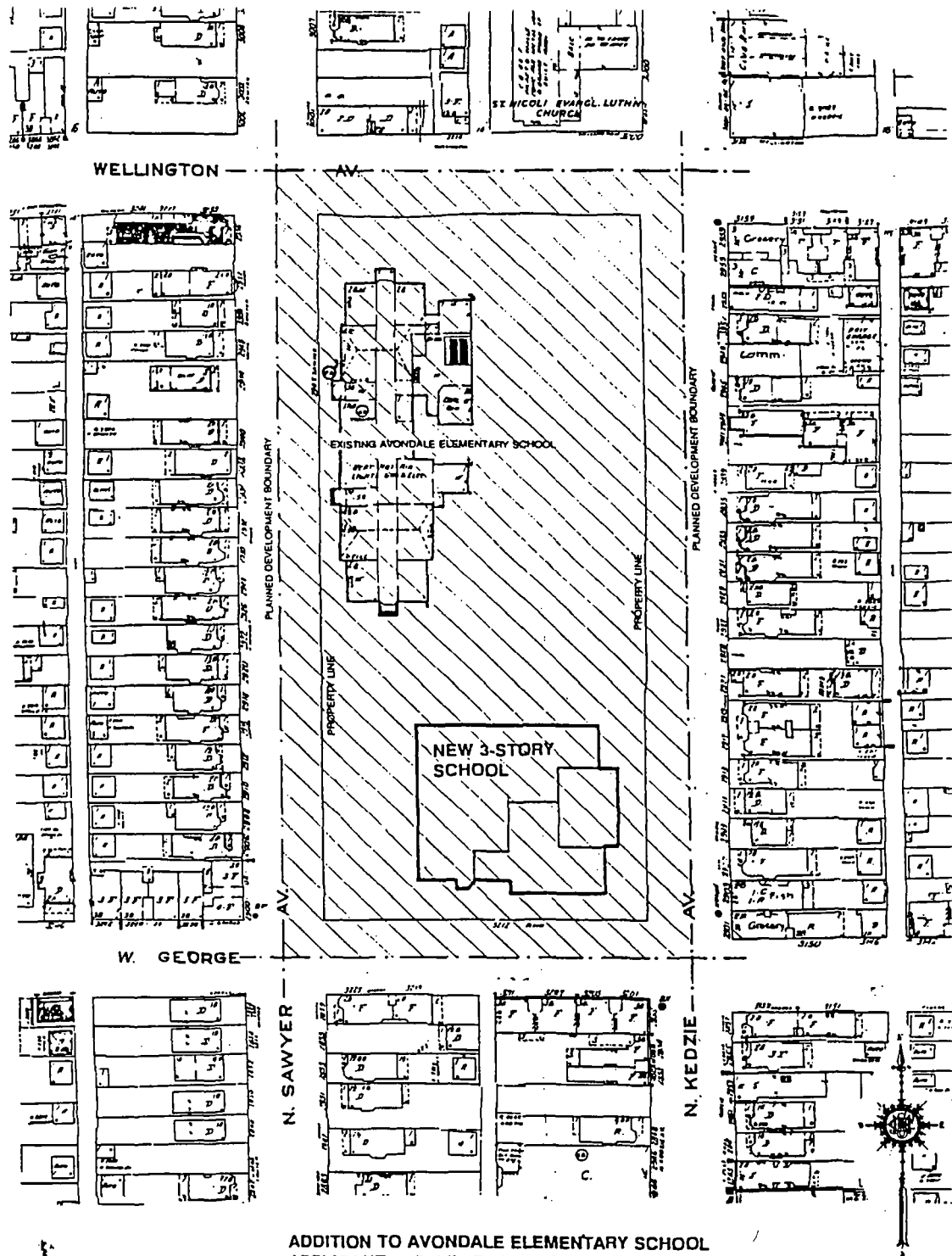
FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7

FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 8

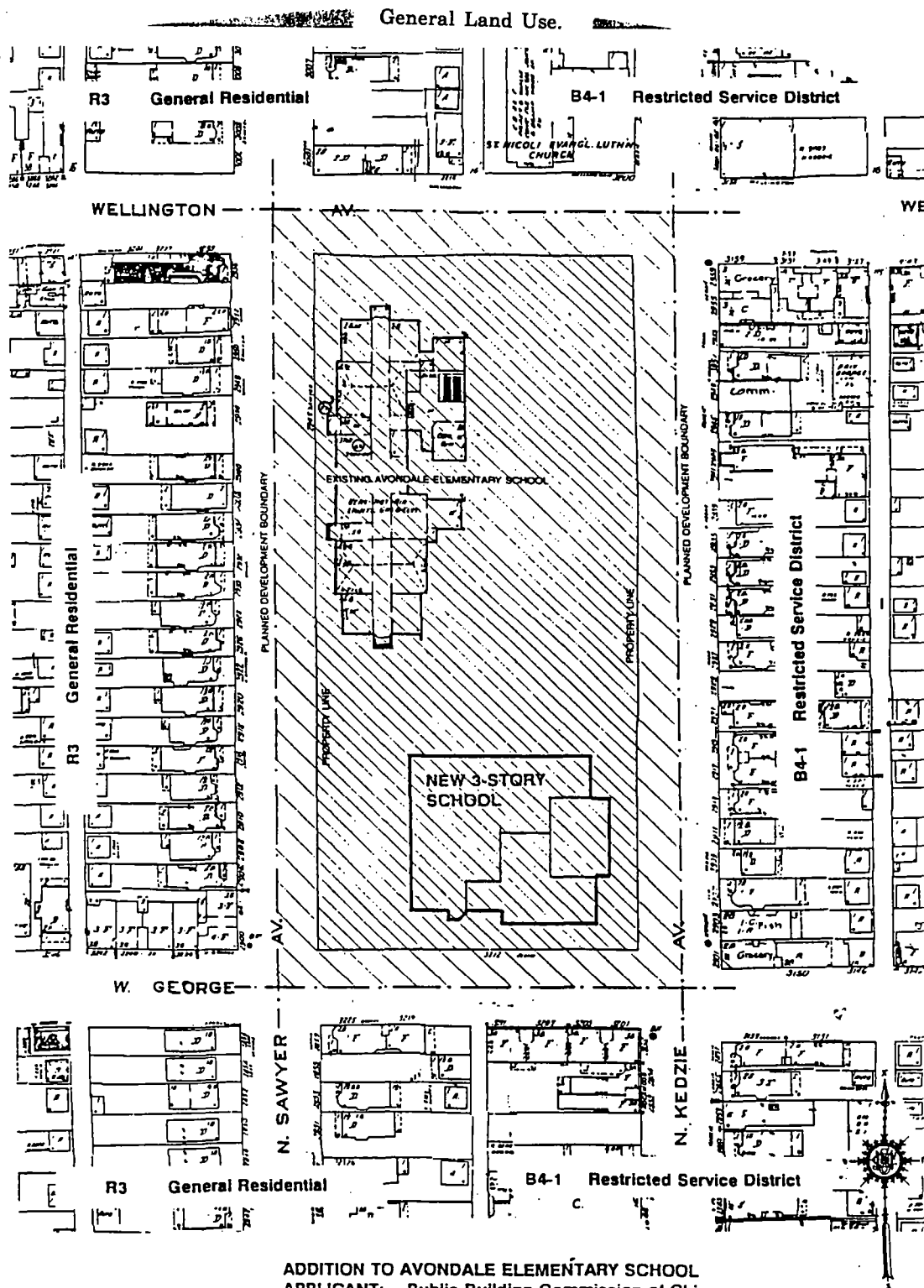
FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9



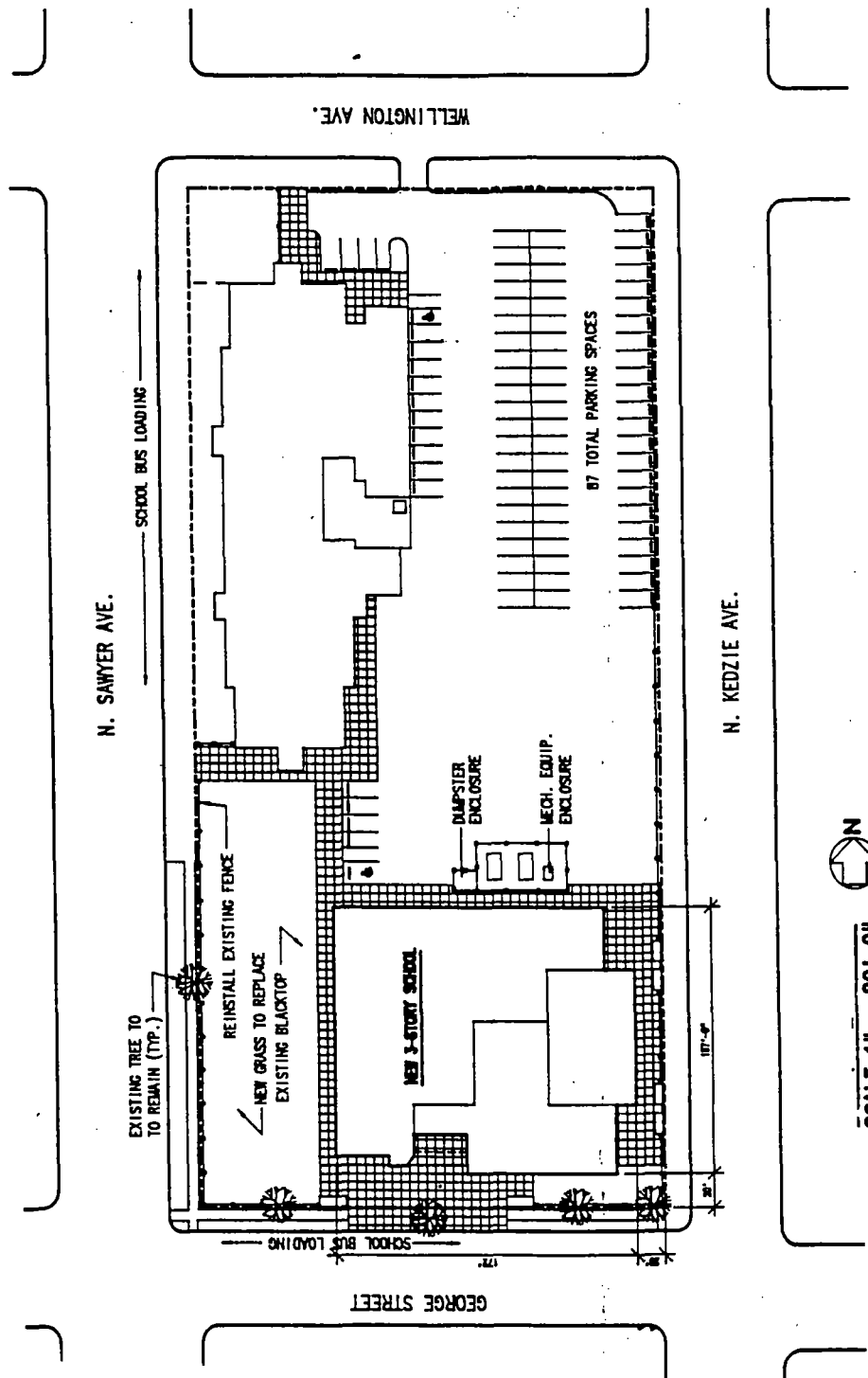
Property Line Map.



ADDITION TO AVONDALE ELEMENTARY SCHOOL
APPLICANT: Public Building Commission of Chicago
DATE: May 15, 1991



Plot Plan.



ADDITION TO AVONDALE ELEMENTARY SCHOOL
 APPLICANT: Public Building Commission of Chicago
 DATE: May 15, 1991

Action Deferred -- AMENDMENT OF TITLE 17, CHAPTER 194A
ARTICLE 11.11-2 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) TO INCLUDE
ENERGY EFFICIENCY PROVISION WITHIN
GUIDELINES FOR PLANNED
DEVELOPMENTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 2, 1991, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10785 which failed to meet the committee's approval and was unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of two applications for the approval of exceptions at the following locations: 3201 South Normal Avenue and 7461 West Addison Street.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers:

10761 -- a Transportation Planned Development;

10744 -- a Business Planned Development;

10782 -- an Industrial Planned Development;

10767 -- a Business Planned Development;

10774 -- a B4-2 Restricted Service District; and

A-2791 -- a B2-3 Restricted Retail District.

At this time, I would also request that every planned development be printed in its entirety in the Journal of Council Proceedings.

I ask that the record reflect the withdrawal of one application, Number A-2787.

I also request that the record reflect the following:

On Test Amendment Number TAD-043, Alderman Burt Natarus and Alderman Tom Cullerton be recorded as casting a "no" vote; and on Application Number 10773, I wish to be recorded as not voting pursuant to Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published, with the exception of Application Numbers 10773, 10782 and TAD-049 which I move for immediate passage today because "time is of the essence" on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The Chicago City Council finds it in the public interest to use energy efficiently; now, therefore,

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

SECTION 1. Chapter 194A of the Municipal Code, commonly known as the Chicago Zoning Ordinance, is hereby amended by adding a new Section 11.11-2 (n) as follows:

11.11-2 (n) Energy efficiency of the proposed development.

SECTION 2. This ordinance shall be in effect from and after its date of passage.

Action Deferred -- AMENDMENT OF TITLE 17, CHAPTER 194A,
ARTICLES 7.3-1 AND 7.4-1 OF MUNICIPAL CODE OF
CHICAGO (CHICAGO ZONING ORDINANCE)
REGULATING USE OF CREMATORIES AS
SPECIAL USES WITHIN R1 SINGLE-
FAMILY RESIDENCE DISTRICTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith *Deferred* and ordered published:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 2, 1991, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10785 which failed to meet the committee's approval and was unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of two applications for the approval of exceptions at the following locations: 3201 South Normal Avenue and 7461 West Addison Street.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers:

10761 -- a Transportation Planned Development;

10744 -- a Business Planned Development;

10782 -- an Industrial Planned Development;

10767 -- a Business Planned Development;

10774 -- a B4-2 District Restricted Service; and

A-2791 -- a B2-3 Restricted Retail District.

At this time, I would also request that every planned development be printed in its entirety in the Journal of Council Proceedings.

I ask that the record reflect the withdrawal of one application, Number A-2787.

I also request that the record reflect the following:

On Test Amendment Number TAD-043, Alderman Burt Natarus and Alderman Tom Cullerton be recorded as casting a "no" vote; and on Application Number 10773, I wish to be recorded as not voting pursuant to Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published, with the exception of Application Numbers 10773, 10782 and TAD-049 which I move for immediate passage today because "time is of the essence" on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said ordinance transmitted with the foregoing committee report:

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

SECTION 1. That Title 17 (Chapter 194A) of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Sections 7.3-1 and 7.4-1 by deleting the language in brackets and by adding the language italicized as follows:

7.3-1 Permitted Uses -- R1 Single-Family Residence District.

- (3) Cemeteries, including [crematories] mausoleums, in conjunction therewith if not located within 300 feet of any other property in a Residence District.

* * * * *

7.4-1 Special Uses -- R1 Single-Family Residence District.

(10) *Cemeteries, including crematories.*

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

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 2, 1991, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10785 which failed to meet the committee's approval and was unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of two applications for the approval of exceptions at the following locations: 3201 South Normal Avenue and 7461 West Addison Street.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers:

10761 -- a Transportation Planned Development;

10744 -- a Business Planned Development;

10782 -- an Industrial Planned Development;

10767 -- a Business Planned Development;

10774 -- a B4-2 Restricted Service District; and

A-2791 -- a B2-3 Restricted Retail District.

At this time, I would also request that every planned development be printed in its entirety in the Journal of Council Proceedings.

I ask that the record reflect the withdrawal of one application, Number A-2787.

I also request that the record reflect the following:

On Test Amendment Number TAD-043, Alderman Burt Natarus and Alderman Tom Cullerton be recorded as casting a "no" vote; and on Application Number 10773, I wish to be recorded as not voting pursuant to Rule 14.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published, with the exception of Application Numbers 10773, 10782 and TAD-049 which I move for immediate passage today because "time is of the essence" on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map Number 1-E.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-E in the area bounded by:

East Superior Street; a line 150 feet east of North Michigan Avenue; a line 109 feet south of East Superior Street; and North Michigan Avenue

to the designation of a Business Planned Development, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Business Planned Development No. _____

Plan Of Development Statements.

1. The area delineated herein as a Business Planned Development (the "Planned Development") consists of approximately 16,350 square feet or 0.375 acres of real property in its net site area (the "Property"). The boundaries of the Property are shown on the attached Property Line and Planned Development Boundary Map. Belgravia Associates, the Applicant, a California limited partnership, is the owner of the building and improvements located on the property and is the ground lessee, as assignee, of the subject property pursuant to a ground lease from the ground lessor, National Sporting Good Association, a Missouri not-for-profit corporation, which ground lease demises the land for a term of years ending January 14, 2082.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the Applicant and the Property owners of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property and all portions thereof shall, throughout the period this Planned Development is in effect, be held under single ownership or under single designated control. Single designated control, for purposes of this paragraph, shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communications from the City in relation to and on behalf of the affected Property owner or owners, and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf and in the name of the affected owner or owners of the Property. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the Property or any rights therein.
4. This Plan of Development consists of 14 Statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; a Building Massing/Setback Diagram; a Michigan Avenue Elevation and a Superior Street Elevation, which elevations are illustrative examples only and are not literal in character; and a Site Plan/Landscape Plan prepared by DeStefano/Goettsch, Ltd., dated June 13, 1991. Full size sets of the Site Plan/Landscape Plan are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The permitted uses in the Planned Development are as follows: office and related uses, retail and service establishments, restaurants, including live entertainment and dancing, taverns

(except that tavern uses shall not be accessible directly from the public way), telecommunications equipment, structures and installations including parabolic dishes exceeding eight feet in diameter, and other permitted uses pursuant to Section 8.3-7 of the Chicago Zoning Ordinance, except residential uses.

6. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning. Temporary signs such as construction and marketing signs shall be permitted subject to the aforesaid approval.
7. Any dedication or vacation of streets, alleys or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.
8. Off-street parking and loading facilities will be provided in compliance with this Planned Development and shall be subject to the review and approval of the Commissioner of Planning and the Department of Public Works, Bureau of Traffic Engineering and Operations. Primary loading shall be via the loading berths accessed from St. Clair Street. No loading shall be permitted at any time from Michigan Avenue and, prior to the introduction, if any, of a Central Area Transit Circulator utilizing either Superior Street or St. Clair Street in proximity to the Property, no secondary loading during the peak traffic hours of 7:00 A.M. to 9:00 A.M., 12:15 P.M. to 1:15 P.M. and 4:00 P.M. to 6:00 P.M. shall take place off of Superior Street. Responsibility for monitoring and enforcing this condition shall be the obligation of the Applicant which shall take such measures as reasonably appropriate to ensure compliance.

In the event of the introduction of a Central Area Transit Circulator utilizing either Superior Street or St. Clair Street in proximity to the Property, the foregoing loading prohibitions shall remain in effect and, in addition, if the Department of Public Works, Bureau of Street Traffic, determines that introduction of such transit circulator in St. Clair Street creates a substantial conflict with the loading access of the Property, the Applicant will cooperate with the Bureau of Street Traffic to resolve such conflict, including retention of independent consultants, by installation of appropriate controls, such as turntable, signalling devices, striping, signage or other operational controls as the Department of Public Works, Bureau of Street Traffic, may reasonably request.

9. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within

such paved area. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning.

10. Height restriction of any building or any appurtenance thereto, shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - a) height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b) airport zoning regulations as established by the Department of Planning, the Department of Aviation and the Department of Law and approved by the City Council.
11. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply. In addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area in excess of 5,000 square feet devoted to mechanical equipment in a single location, regardless of placement in the building, shall be excluded.
12. This Planned Development herein shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning and in effect on the date hereof.
13. The improvements on the Property, including the ground floor retail areas, the office lobby, and all entrances and exits to the loading area, shall be designed and constructed in general conformance with the Site Plan/Landscape Plan. In addition, the design and construction of the improvements on the Property shall be subject to the following conditions:
 - a) the existing three-story structure on the Property shall be retained and shall constitute the base of the intended office tower;
 - b) the office tower shall be designed and constructed in general conformance with the illustrative elevations referenced in Statement No. 4, provided, however, that changes or deviations from said elevations may be made so long as the following principals are adhered to:

- i) the office tower shall be architecturally integrated with the base to form a single structure of three distinct but related elements -- base (which may be the existing three-story structure), shaft (which may be a two-story mechanical floor and 22 typical office floors), top of the structure (which may be the final six floors);
 - ii) the base shall be reclad, the dominant character of which shall be a masonry material consistent with the similar base materials of existing Michigan Avenue structures;
 - iii) the shaft shall be articulated, such as in a vertical fluting or horizontal ribbon expression, and will extend the masonry character of the base as a principal (not less than 20%) cladding element of the Michigan Avenue and Superior Street facade compositions and which will be so composed as to exclude as components thereof painted concrete and glass elements which are either mirrored or highly reflective;
 - iv) the top of the structure shall incorporate design elements of the base and shaft so as to form an integrated whole;
 - v) materials and design (including architectural detail) shall be of high quality which is consistent with and reflective of high quality buildings along Michigan Avenue.
- c) the ground floor of the Property's frontage along Michigan Avenue and Superior Street shall be devoted to retail uses or entrances to the retail space, provided that an entrance to the office tower may be established along Superior Street;
- d) The exterior landscaping shall be designed, constructed and maintained in general conformance with the Site Plan/Landscape Plan. As indicated in the plan note on the Site Plan/Landscape Plan, the existing mature trees shall be maintained in compliance with the Landscape Ordinance of the City of Chicago adopted March 13, 1991. If one or more of such existing trees does not survive the construction process, it shall be replaced with a tree or trees of not less than six (6) inches in caliper, subject to and in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works,

Bureau of Street Traffic and subject to the approval of the Department of Planning;

- e) the Applicant shall, for a period of five (5) years from the adoption of this ordinance, be responsible for watering and fertilizing parkway trees required to be provided by the Landscape Plan and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing;
 - f) the requirements of this statement may be modified administratively by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3 (c) of the Chicago Zoning Ordinance.
14. Unless substantial construction of the proposed structure has commenced within ten (10) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to that of a B6-7 Restricted Central Business District.

[Generalized Land Use Map referred to in this Plan of Development
unavailable at time of printing.]

[Existing Zoning Map, Property Line and Planned Land Use Map,
Existing Land Use Map, Conceptual Site and Landscaping
Plan, and illustrations attached to this Plan of
Development printed on pages 4303 through
4310 of this Journal.]

Table of Use and Bulk Regulations and Related Control attached to this Plan of Development reads as follows:

Business Planned Development No. _____

Table Of Use And Bulk Regulations And Related Controls.

Net Site Area	Generalized	Maximum
<u>Square Feet</u>	Description Of	Floor Area
Acres	Permitted Uses	Ratio

<u>16,350</u>	In accordance with Statement	
0.375	No. 5 of the Planned	22.2
	Development	

Gross Site Area = Net site area, 16,350 square feet + Area to remain in public R.O.W., 15,600 square feet = 31,950 square feet (0.733 acres).

Maximum Floor Area Ratio = 22.2

Minimum Required Setbacks: In accordance with the Building Massing/Setback Diagram

Minimum and Maximum Number of Off-Street Parking Spaces = 0

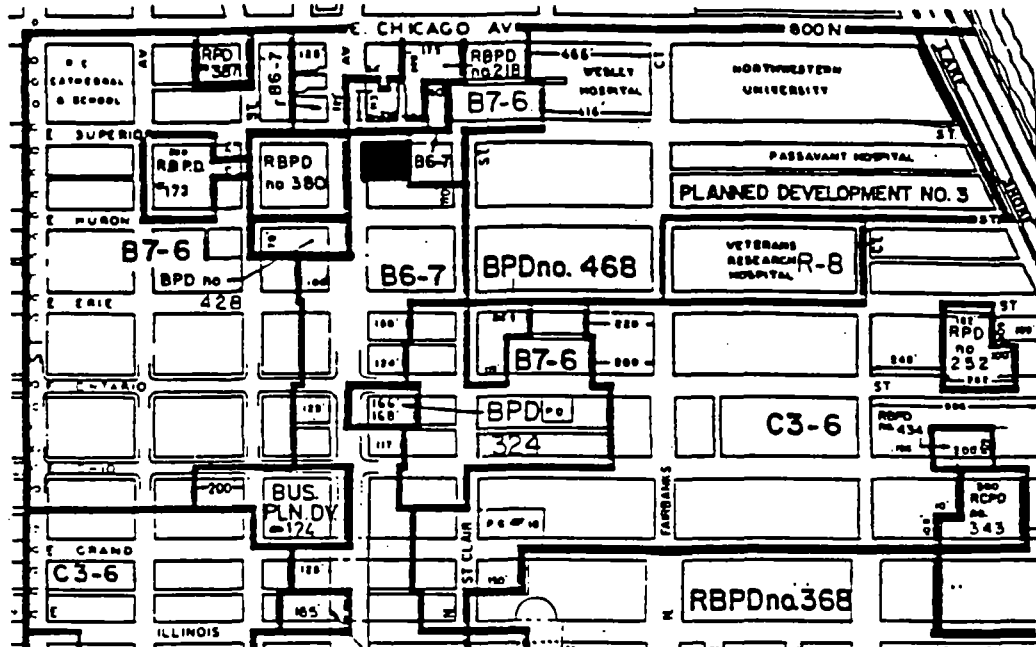
Minimum Number of Off-Street Loading Berths = 2

Maximum Building Height = 460 feet

Minimum Grade Level Retail Square Footage = 6,500 square feet

BUSINESS PLANNED DEVELOPMENT NO. _____

EXISTING ZONING MAP



LEGEND:



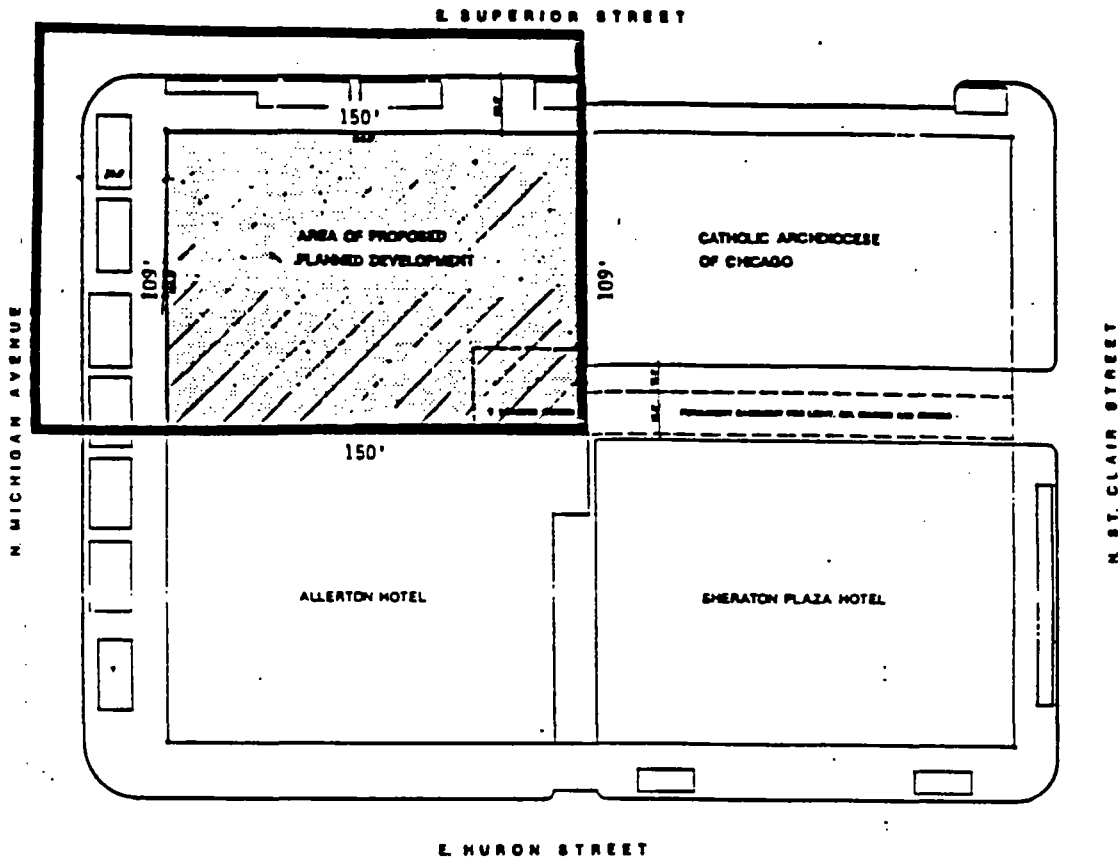
Subject Property



APPLICANT: Belgravia Associates
 ADDRESS: 717 N. Michigan Avenue
 DATE: 15 January 1991
 REVISED: 13 June 1991

BUSINESS PLANNED DEVELOPMENT NO. _____

PROPERTY LINE AND PLANNED LAND USE MAP



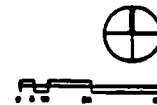
LEGEND:

— Planned Development Boundary

109' Dimensioned Property Line

For permitted uses, see Statement No. 5

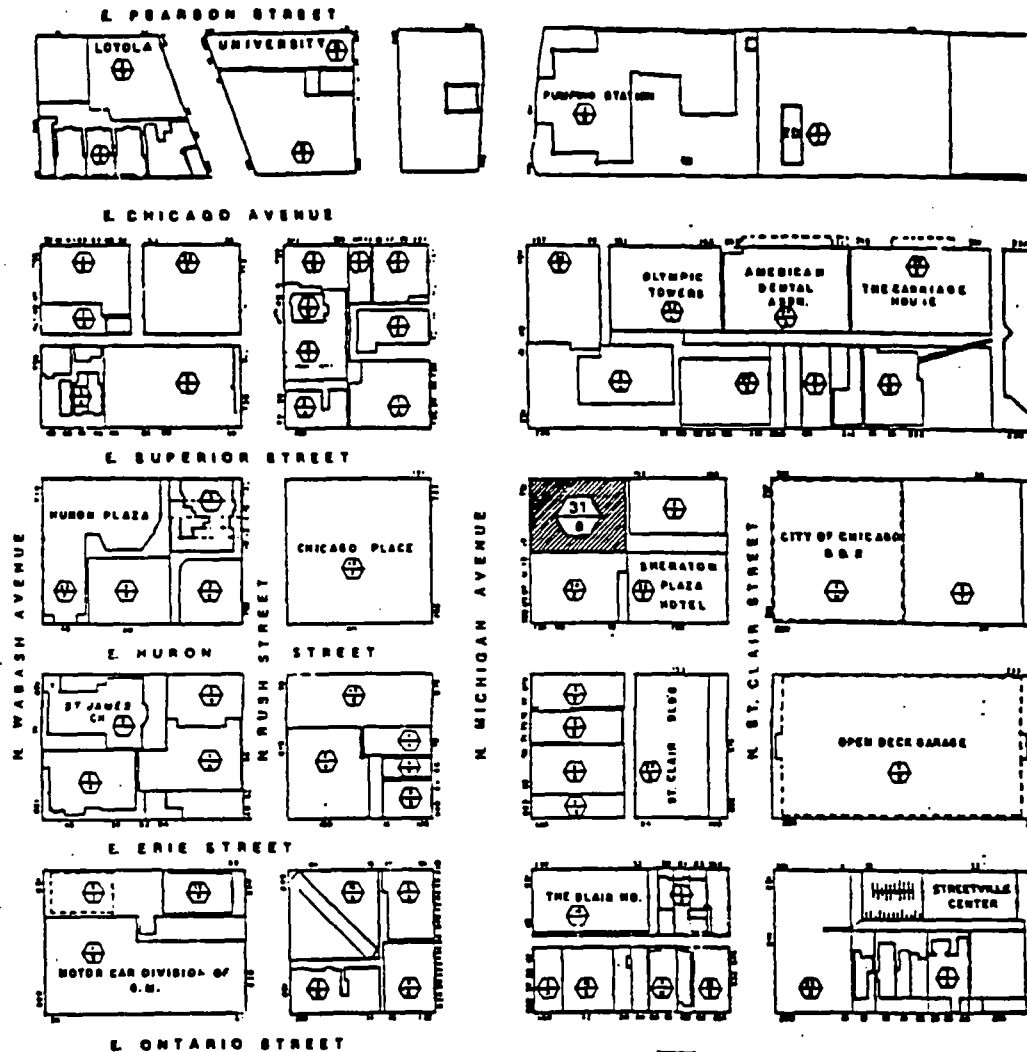
Note: No Right-Of-Way adjustments are planned.



APPLICANT: Belgravia Associates
ADDRESS: 717 N. Michigan Avenue
DATE: 15 January 1991
REVISED: 13 June 1991

BUSINESS PLANNED DEVELOPMENT NO. _____

EXISTING LAND USE MAP



LEGEND:

⊕ NUMBER OF STORIES

⊕ RETAIL

⊕ RETAIL/OFFICE

⊕ RETAIL/CONDO

⊕ RETAIL/PARKING

⊕ RETAIL/HOTEL

⊕ RETAIL/OFFICE/CONDO

⊕ RETAIL/OFFICE/HOTEL

⊕ UTILITIES

⊕ FIRE STATION

⊕ OFFICE

⊕ OFFICE/CONDO

⊕ FOOD/OFFICE

⊕ FOOD

⊕ APARTMENT

⊕ HOSPITAL

⊕ MUSEUM

⊕ HOTEL

⊕ PARKING LOT

⊕ PARKING GARAGE

⊕ EDUCATIONAL

⊕ PROPOSED PROJECT

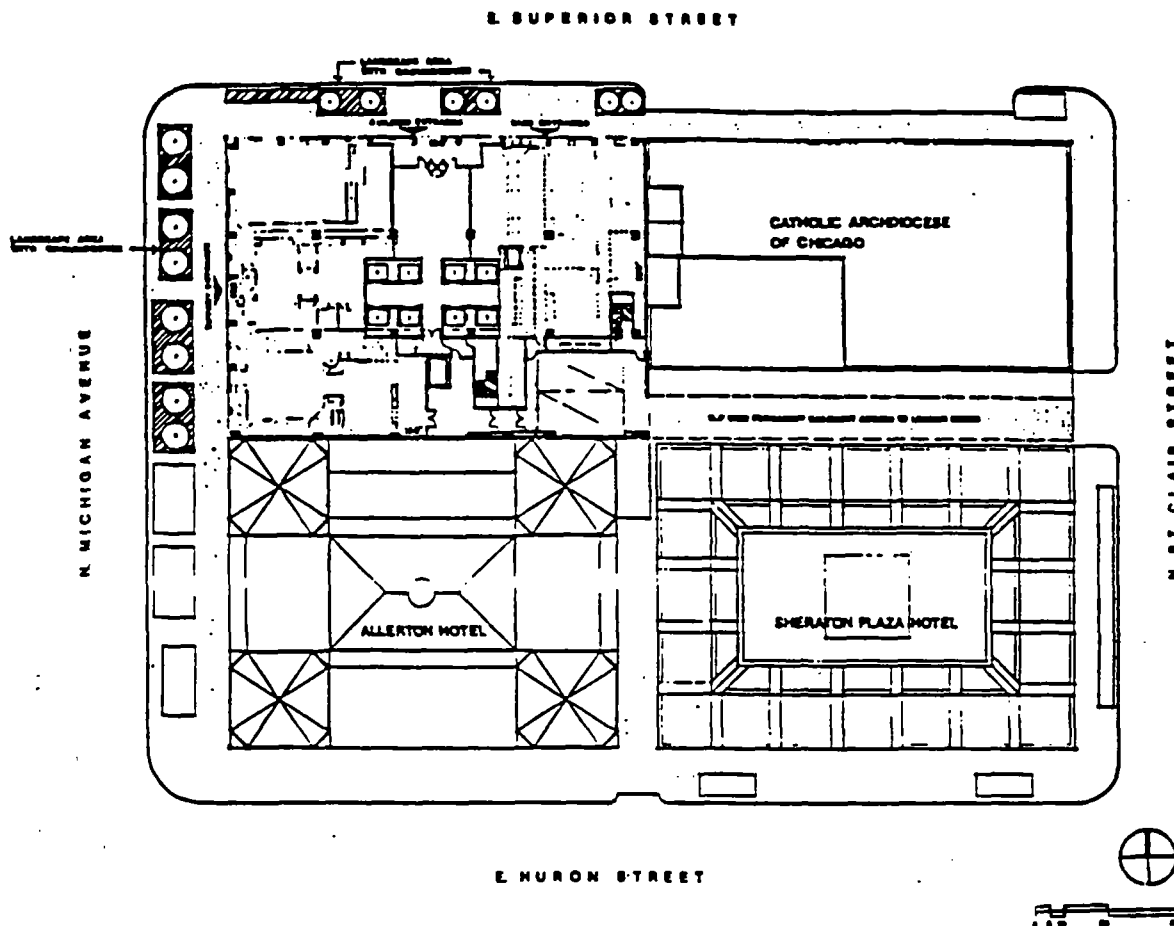


EXISTING LAND-USE AREA MAP

APPLICANT: Belgravia Associates
 ADDRESS: 717 N. Michigan Avenue
 DATE: 15 January 1991

BUSINESS PLANNED DEVELOPMENT NO. _____

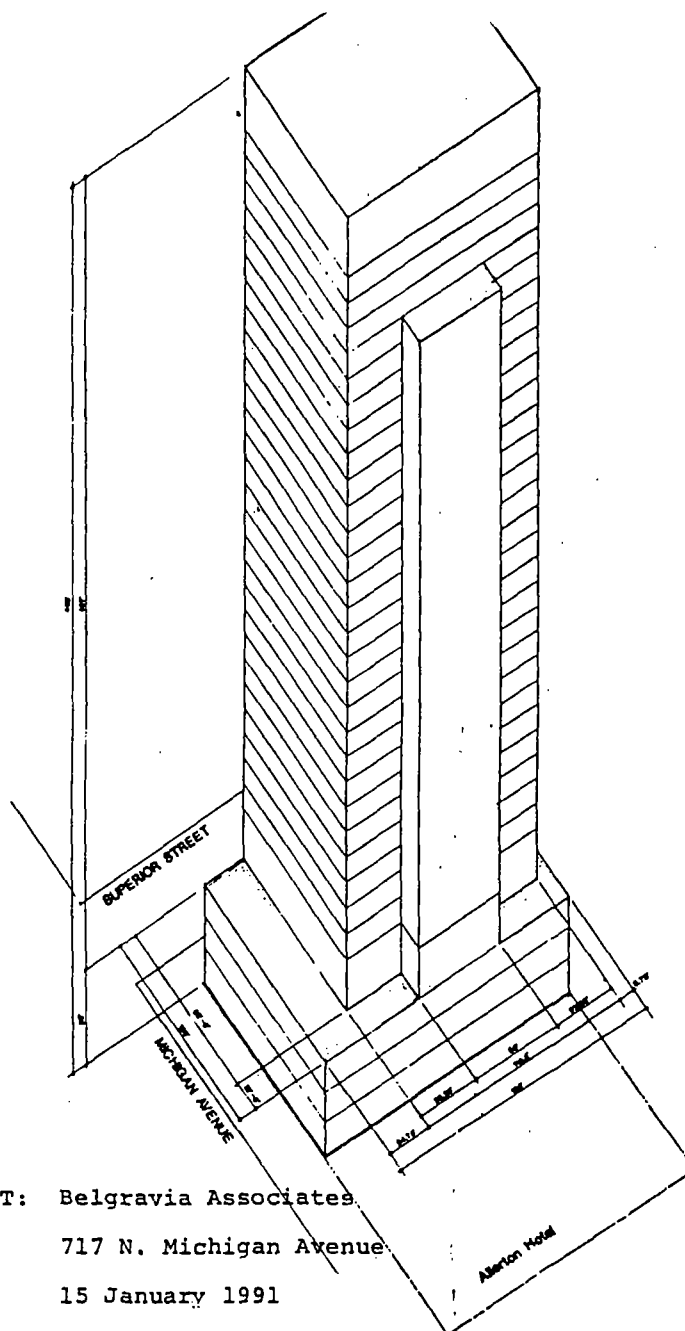
CONCEPTUAL SITE AND LANDSCAPING PLAN



Note: This plan prepared by DeStefano/Goettsch, Ltd. dated 13 June 1991 is on file at larger scale in the Department of Planning, 10th floor, City Hall.

APPLICANT: Belgravia Associates
ADDRESS: 717 N. Michigan Avenue
DATE: 15 January 1991

Illustration.



APPLICANT: Belgravia Associates
ADDRESS: 717 N. Michigan Avenue
DATE: 15 January 1991
REVISED: 13 June 1991

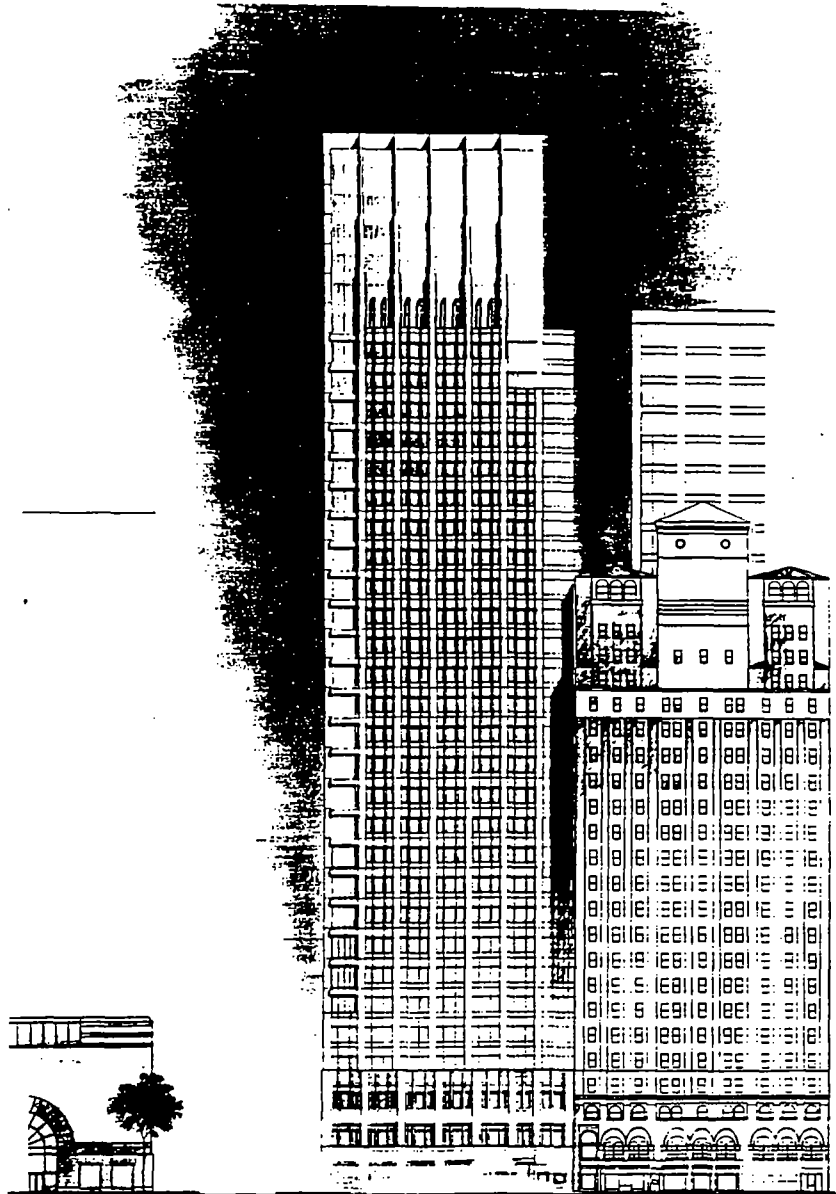
BUILDING SETBACK DIAGRAM

7 1 7

LONDON & EDWARDS TRUST NORTH MICHIGAN AVENUE DISTRICT DISTRICT
AND COUNCIL

Illustration.

Applicant: Belgravia Associates
 Address: 717 N. Michigan Avenue
 Date: 15 January 1991
 Revised: 13 June 1991
 Note: Elevations are illustrative
 examples only and are not
 literal in character

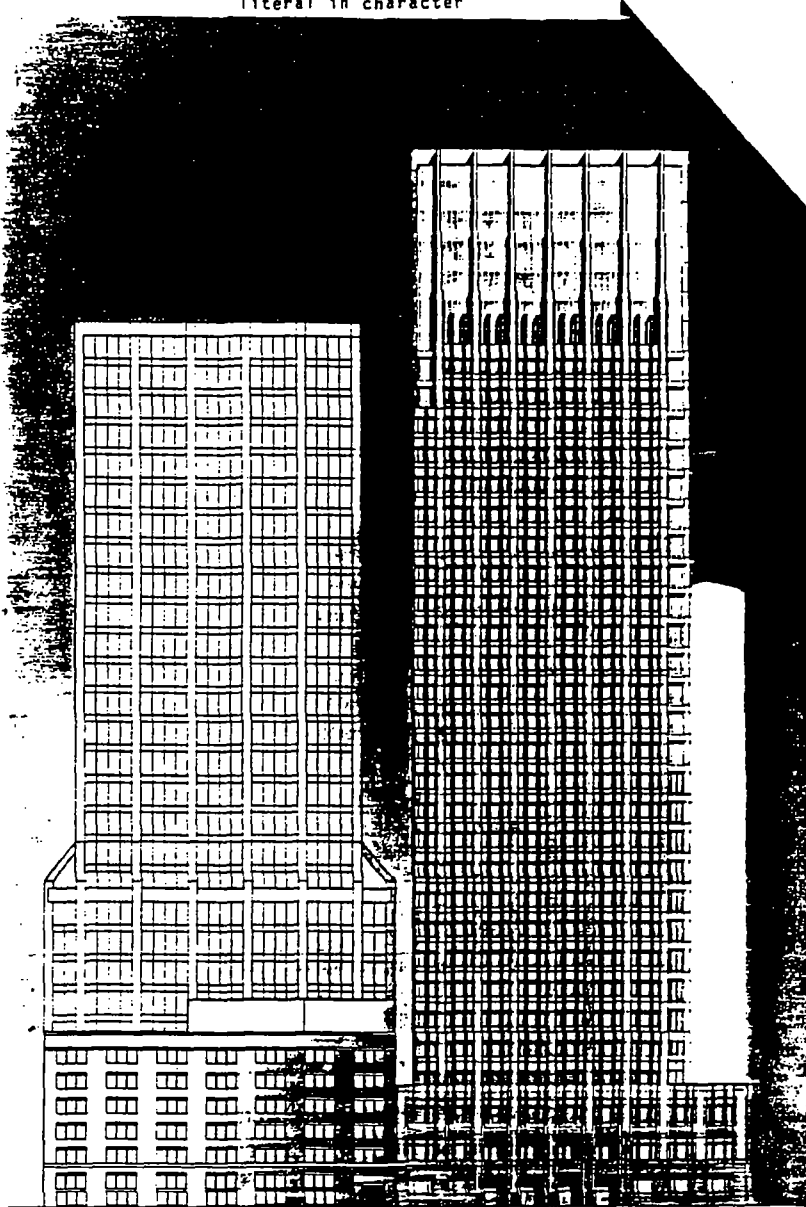


7 1 7

LONDON & EDINBURGH TRUST NORTH MICHIGAN AVENUE DESTEFANO GOETTSCHE

Illustration.

Applicant: Belgravia Associates
Address: 717 N. Michigan Avenue
Date: 15 January 1991
Revised: 13 June 1991
Note: Elevations are illustrative
examples only and are not
literal in character

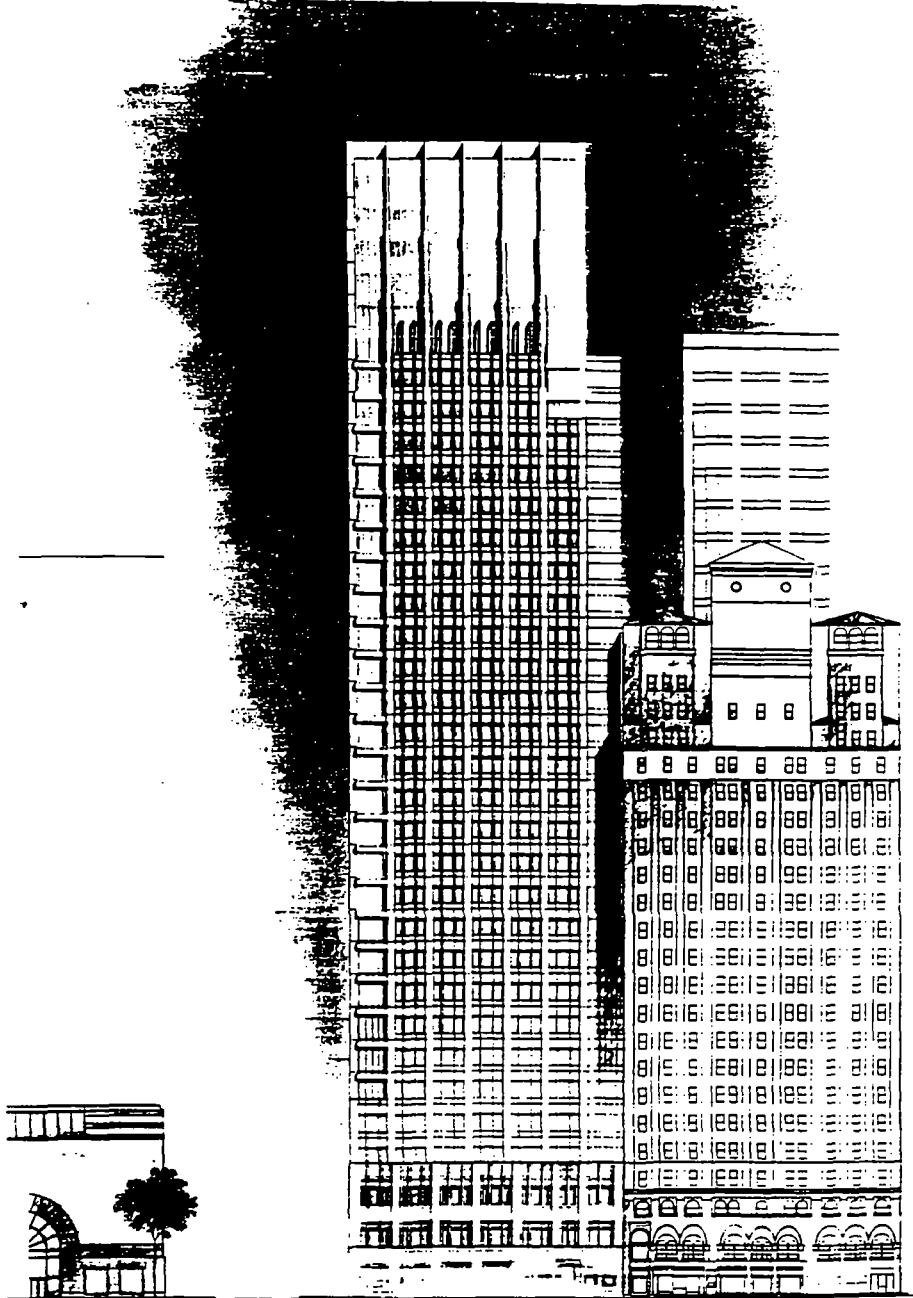


7 1 7

LONDON & EDINBURGH TRUST NORTH MICHIGAN AVENUE DETROIT MI 48226-4309

Illustration.

Applicant: Belgravia Associates
Address: 717 N. Michigan Avenue
Date: 15 January 1991
Revised: 13 June 1991
Note: Elevations are illustrative
examples only and are not
literal in character



7 1 7

LONDON & EDINBURGH TRUST NORTH MICHIGAN AVENUE DESTEFANO GOETTSCHE

*Reclassification Of Area Shown On Map Number 1-E.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications in the area bounded by:

the alley next north of and parallel to East Ontario Street; a line 123.50 feet west of and parallel to North Michigan Avenue; East Ontario Street and a line 46.50 feet west of and parallel to North Michigan Avenue,

to the designation of a Business Planned Development which is hereby established in the area described above, subject to the use and bulk regulations as are set forth on the Plan of Development attached hereto and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Business Planned Development

Statements.

1. The area delineated herein as Business Planned Development No. ____ (the "Planned Development") consists of approximately 7,717 square feet (.17 acres) of real property bounded by the alley next north of and parallel to East Ontario Street; a line 123.50 feet west of and parallel to North Michigan Avenue; East Ontario Street; and a line 46.50 feet west of and parallel to North Michigan Avenue (the "Property"), as identified in the drawing attached hereto entitled "Boundary and Property Line Map". Legal title to the Property is currently held by LaSalle National Bank, as Trustee under Trust No. 112293. The beneficiary of the Trust is the American Osteopathic Association, an Illinois not-for-profit corporation.
2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the applicant and the Property owners of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property and all portions thereof shall throughout the period this Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning related communication from the City in relation to and on behalf of the affected Property owner or owners and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf and in the name of the affected owner or owners of the Property. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the Property or any rights therein.
4. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.
5. The following uses shall be permitted within the Planned Development: any use permitted in the B6-7 Restricted Central Business District and earth station receiving dishes, subject to such limits, maximum and minimum, as are set forth in the Table of Use and Bulk Regulations and Related Controls made a part of this Plan of Development.
6. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

7. The improvements on the Property shall be designed and constructed in general conformance with the Site Plan/Landscape Plan. The landscaping (including street trees in the adjacent right-of-way) shall be designed and constructed in general conformance with the Landscape Plan. The landscaping shall be maintained in accordance with the Landscape Plan. One (1) two and one-half (2½) inch caliper tree shall be installed for each twenty-five (25) feet of frontage, subject to and in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic and subject to the approval of the Department of Planning. The Applicant shall for a period of five (5) years from the receipt of the building permit to build out the space described in Statement 8 hereof, be responsible for planting, watering and fertilizing parkway trees required to be provided by the Landscape Plan and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding, and mowing. The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
8. Unless construction of the proposed infill of the existing arcade and the resulting increase in retail square footage has commenced within ten (10) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning to the property shall automatically revert to that of the B6-7 Restricted Central Business Classification.
9. The height restriction of the development and any appurtenance attached thereto shall be subject to:
 - (1) height limitations as certified and approved by the Federal Aviation Administration; and

- (2) airport zoning regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.
10. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning and Zoning. Temporary signs such as construction and marketing signs may be permitted subject to the aforesaid approvals.
11. This Plan of Development consists of twelve (12) Statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; and a Site Plan/Landscape Plan prepared by Eichstaedt Architects/Planners dated June __, 1991. Full size sets of the Site Plan/Landscape Plan are on file with the Department of Planning. The Planned Development is applicable to the area delineated hereto and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" now in effect as promulgated by the Commissioner of the Department of Planning and in force on the date of this application.

[Existing Zoning Map, Existing Land Use Map, Boundary
and Property Line Map, Generalized Land Use Plan,
Site Plan, Landscaping Plan and Perspective
attached to this Plan of Development
printed on pages 4316
through 4321 of
this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development
reads as follows:

*Planned Development**Use And Bulk Regulations And Data.*

Net Site Area Square Feet/ Acres	General Description Of Land Use	Maximum Floor Area Ratio	Maximum Percentage Of Site Coverage
7,717/.17 square feet	Any use permitted in the B6-7 Restricted Central Business District and earth station receiving dishes	17.68	100

Gross Site Area = Net Site Area: 7,717 square feet
 (.17 acres) plus area to remain in the public way:
 3,542 square feet (.08 acres) = 11,259 square feet (.25 acres)

Off-Street Parking: None

Off-Street Loading: One berth, as it exists on the date of this application

Setbacks: None

Maximum Building Height: 250 feet

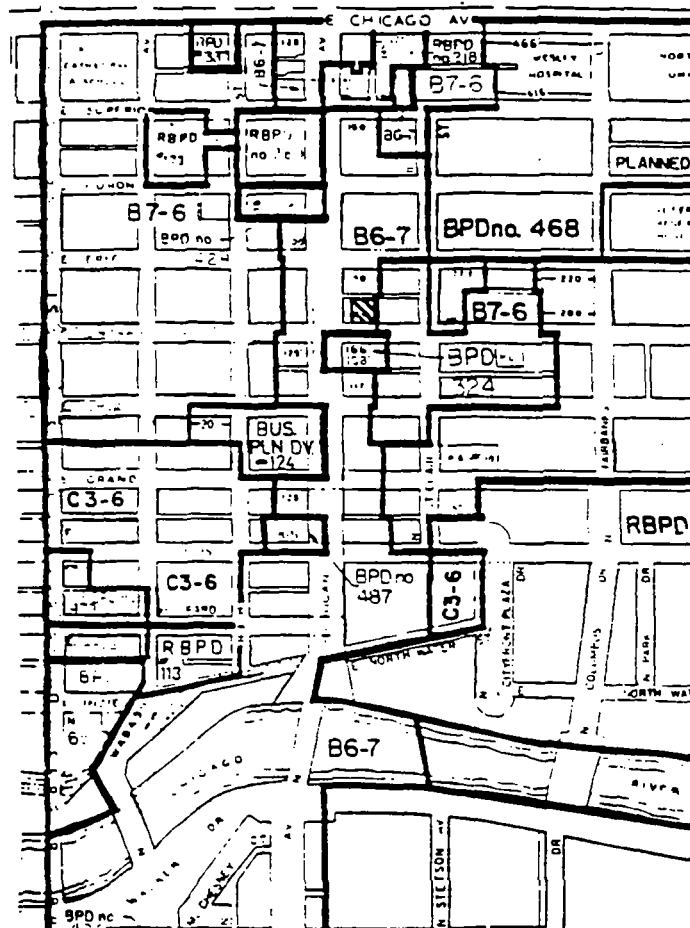
Minimum Retail Square Footage: 3,500
 (Grade Level)

Reclassification Of Area Shown On Map Number 1-H.

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

(Continued on page 4322)

EXISTING ZONING MAP



LEGEND



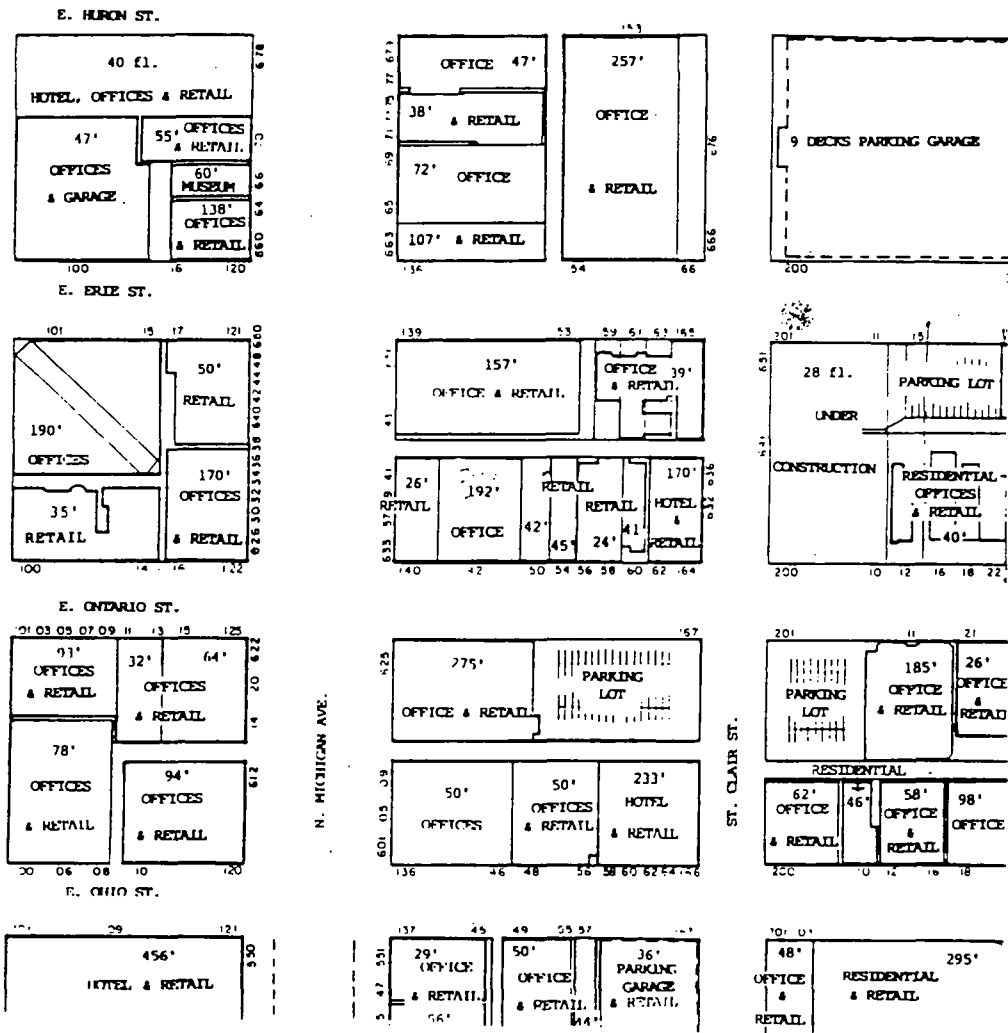
PLANNED DEVELOPMENT



ZONING BOUNDARIES

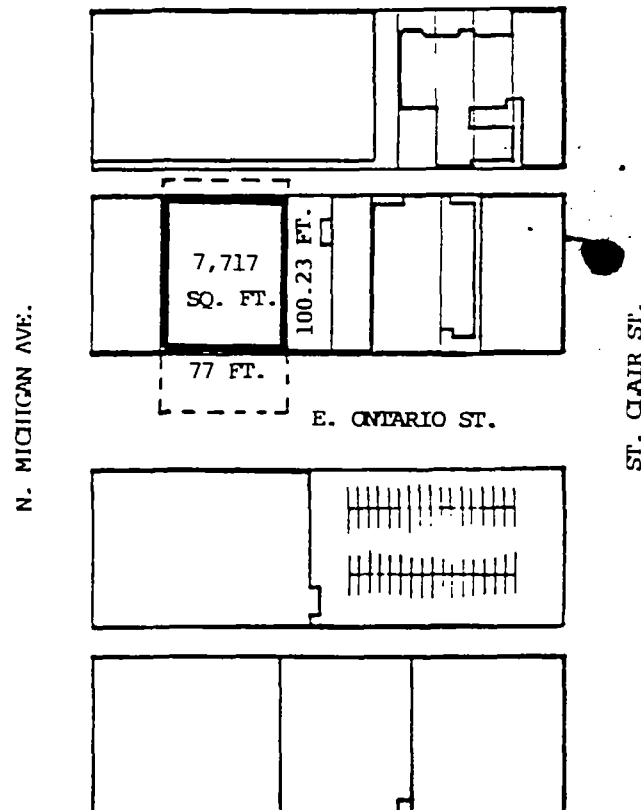
Applicant: American Osteopathic Association
Address: 142 East Ontario Street
Chicago, Illinois
Date: April 11, 1991

EXISTING LAND USE MAP



Applicant: American Osteopathic Association
 Address: 142 East Ontario Street
 Chicago, Illinois
 Date: April 11, 1991

BOUNDARY AND PROPERTY LINE MAP

LEGEND

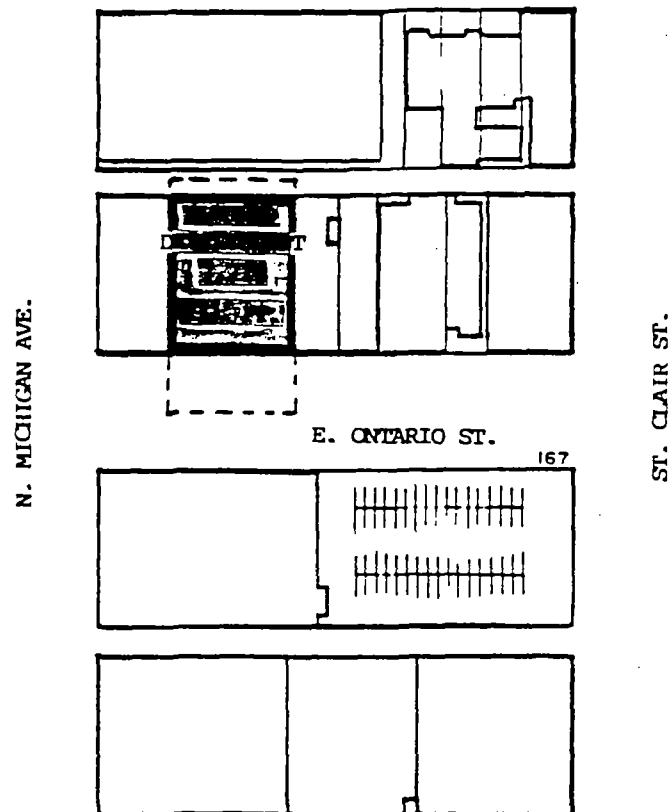
PROPERTY LINE



PLANNED DEVELOPMENT BOUNDARY

Applicant: American Osteopathic Association
Address: 142 East Ontario Street
Chicago, Illinois
Date: April 11, 1991

GENERALIZED LAND USE PLAN

LEGEND

PROPERTY LINE

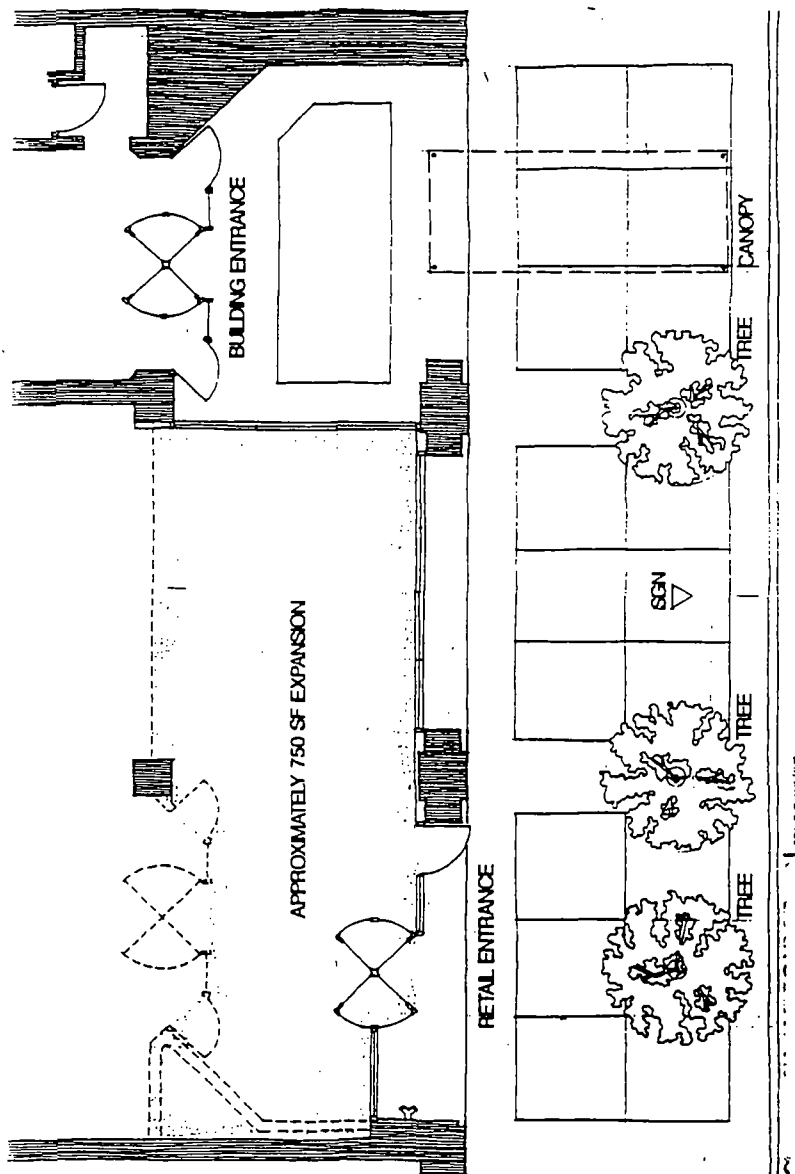


PLANNED DEVELOPMENT BOUNDARY

ANY USE PERMITTED IN THE B6-7, RESTRICTED
CENTRAL BUSINESS DISTRICT, AND EARTH STATION
RECEIVING DISHES

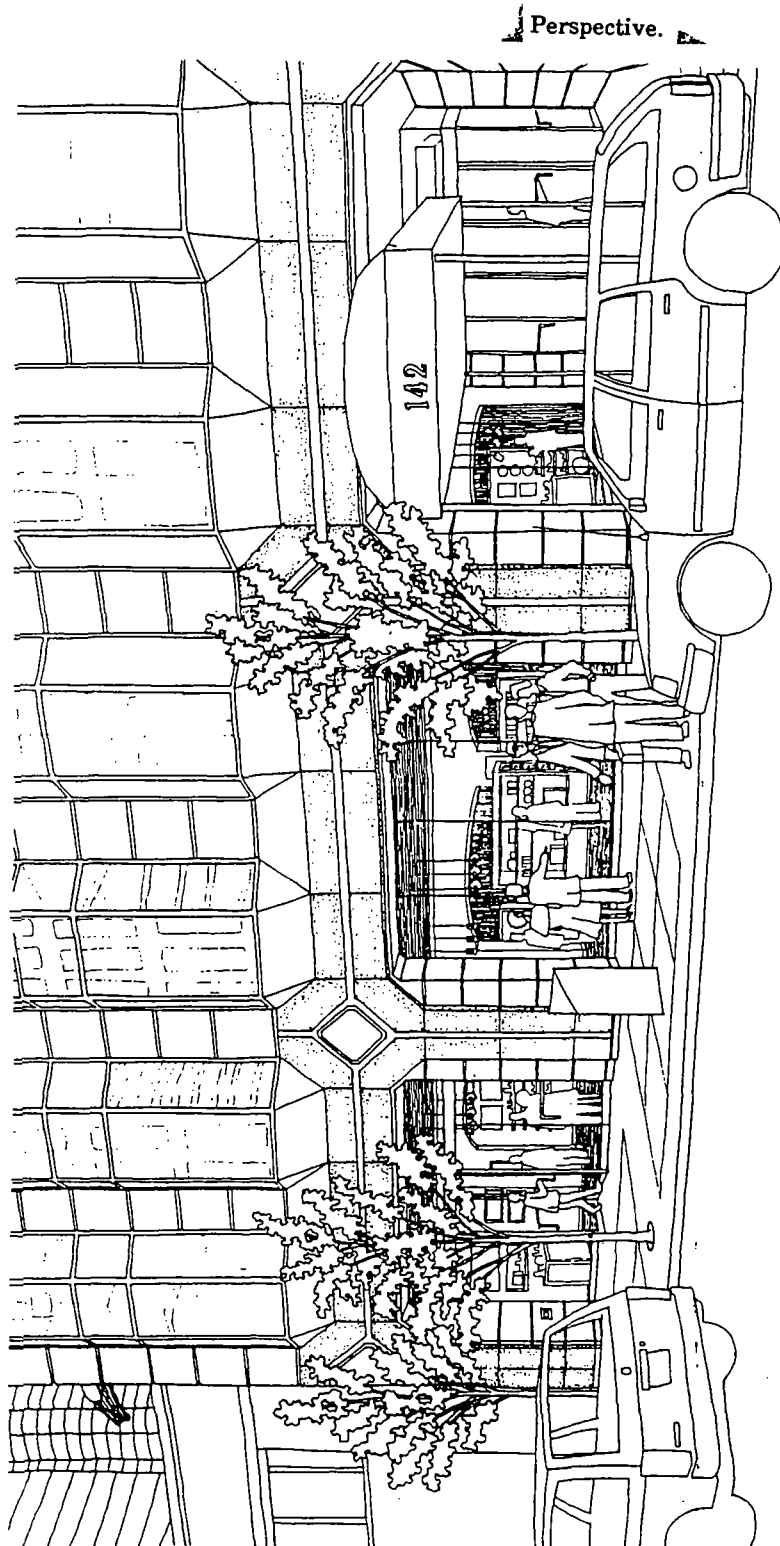
Applicant: American Osteopathic Association
Address: 142 East Ontario Street
Chicago, Illinois
Date: April 11, 1991

Site Plan/Landscape Plan.



Applicant: American Osteopathic Association
 142 East Ontario Street
 Chicago, Illinois
 June 13, 1991

142 EAST ONTARIO
 RETAIL EXPANSION
 THE JOHN BUCK MANAGEMENT GROUP
 ECHSTAEDT ARCHITECTS/PLANNERS
 6/13/91



Applicant: American Osteopathic Association
 142 East Ontario Street
 Chicago, Illinois
 June 13, 1991

142 EAST ONTARIO
 RETAIL EXPANSION
 THE JOHN BUCK MANAGEMENT GROUP
 ECHSTAEDT ARCHITECTS/PLANNERS
 6/10/91

(Continued from page 4315)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 1-H in area bounded by:

West Superior Street; a line 95.67 feet west of North Leavitt Street; the alley next south of and parallel to West Superior Street; and a line 240 feet west of North Leavitt Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 2-G.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 2-G in area bounded by:

the alley next north of and parallel to West Taylor Street; a line 72.33 feet east of South Garibaldi Place; and West Taylor Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 5-F.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-5 Restricted Service District symbols and indications as shown on Map No. 5-F in area bounded by:

a line 140 feet north of West North Avenue; North LaSalle Street; West North Avenue; the alley next west of and parallel to North LaSalle Street or the line thereof extended where no alley exists; a line 88 feet north of West North Avenue; North Wells Street; a line 125 feet north of West North Avenue; and the alley next west of and parallel to North LaSalle Street or the line thereof extended where no alley exists,

to those of a B2-3 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

the alley next north of the alley next north of West Wabansia Avenue; the alley next east of North Paulina Street; a line 124 feet south of the alley next north of the alley next north of West Wabansia Avenue; and North Paulina Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 5-M in area bounded by:

the alley next north of and parallel to West North Avenue; North Meade Avenue; West North Avenue; and a line 132 feet west of North Melvina Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 6-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 6-G in area bounded by:

a line 765 feet north of West 29th Street (as measured along the west line of South Poplar Avenue); South Poplar Avenue; a line 645.65 feet north of West 29th Street (as measured along the west line of South Poplar Avenue); and the alley next west of and parallel to South Poplar Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 7-L in area bounded by:

West Diversey Avenue; a line 126.44 feet east of and parallel to North Leclaire Avenue; the alley next south of and parallel to West Diversey Avenue; and a line 76.44 feet east of and parallel to North Leclaire Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in area bounded by:

the alley next north of and parallel to West 35th Street; a line 150.5 feet east of South Emerald Avenue; West 35th Street; and a line 130.5 feet east of South Emerald Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-H in area bounded by:

the alley next north of and parallel to West 33rd Place; a line 48 feet west of South Paulina Street; West 33rd Place; and a line 96 feet west of South Paulina Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-H in area bounded by:

a line 169 feet north of West Melrose Street; the alley next east of North Leavitt Street; a line 121 feet north of West Melrose Street; and North Leavitt Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-L in area bounded by:

West Eddy Street; a line 186.08 feet west of North Cicero Avenue; a line 102.15 feet south of West Eddy Street; and a line 296.08 feet west of North Cicero Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications and all of the R3 General Residence District symbols and indications as shown on Map No. 9-N in area bounded by:

West School Street; the alley next west of and parallel to North Neenah Avenue; a line 298.6 feet north of West Belmont Avenue; the alley next east of and parallel to North Natoma Avenue; a line 603.21 feet north of West Belmont Avenue; and a line 265.88 feet west of and parallel to North Neenah Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 10-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 10-J in area bounded by:

a line 175 feet northeast of South Trumbull Avenue; the alley next southeast of and parallel to South Archer Avenue; South Trumbull Avenue; and South Archer Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 11-H in area bounded by:

a line 72 feet south of the right-of-way of the Chicago Transit Authority; the alley next east of and parallel to North Damen Avenue; a line 142 feet north of West Wilson Avenue; and North Damen Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-M in area bounded by:

a line 121.42 feet north of and parallel to West 58th Street; South McVicker Avenue; a line 60.76 feet north of and parallel to West 58th Street; and the alley next west of South McVicker Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 14-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-N in area bounded by:

a line 118.10 feet south of and parallel to West 57th Street; the alley next east of South Neenah Avenue; a line 179.10 feet south of and parallel to West 57th Street; and South Neenah Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 15-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 15-L in area bounded by:

North Elston Avenue; a line 125 feet northwest of and parallel to North Luna Avenue; the alley next southwest of and parallel to North Elston Avenue; the alley next east of and parallel to North Central Avenue; a line 400 feet north of and parallel to West Bryn Mawr Avenue; North Central Avenue; the alley next southwest of and parallel to North Elston Avenue; and a line 200 feet northwest of and parallel to North Luna Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-D.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 16-D in area bounded by:

a line 75 feet north of East 70th Street; South Dorchester Avenue; East 70th Street; and the alley next west of and parallel to South Dorchester Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 30-E.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 30-E in area bounded by:

the Indian boundary line; South Indiana Avenue; and the west right-of-way line Illinois Central Railroad right-of-way,

to the designation of Transportation Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and are made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Transportation Planned Development**Statements.*

1. The area delineated herein as Transportation Planned Development ("Planned Development") consisting of approximately 1,043,828 square feet (23.963 acres) as depicted on the attached property line map is owned or controlled by the Northeast Illinois Regional Commuter Railroad Corporation, doing business as Metra/Metropolitan Rail.
2. All applicable official reviews, approvals or permits required in connection with the Planned Development shall be obtained by the Applicant or its successors, assigns or grantees.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the Applicant and the Property owners of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property and all portions thereof shall, throughout the period this Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communication from the City in relation to and on behalf of the affected property owner or owners (provided, however, that nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development) and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf and in the name of the affected owner or owners of the Property. Nothing herein shall, however prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the Property or any rights therein.
4. This Planned Development consists of 16 Statements, an Existing Zoning Map, Property Line and Planned Development Boundary Map, and a Generalized Land Use Map; a Table of Use and Bulk Regulations and Data; a Site Plan; Generalized Site Plan, and a

Landscape Plan, all prepared by Envirodyne/McDonough, a joint venture, and all dated June 13, 1991. Full size sets of the Plan, Site Plan, Generalized Site Plan and the Landscape Plan are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses shall be permitted within the area delineated herein as a Transportation Planned Development:
 - 1) processing, cleaning, servicing, testing and repair of electric commuter railroad units;
 - 2) railroad shops, yards and accessory offices;
 - 3) accessory storage and utility buildings;
 - 4) microwave tower not in excess of a height of 195 feet;
 - 5) fueling facilities;
 - 6) garage and parking lots for motor vehicles; accessory parking and other accessory uses;
 - 7) offices provided that such use is clearly an accessory use to the principal use;
 - 8) public utility and public service uses;
 - 9) signs, as regulated;
 - 10) storage and warehousing;
 - 11) storage of flammable liquids, above ground in tanks in excess of capacity limits set forth in Section 10.10-3(1)a. only as provided for in Chapter 60-52 of the Municipal Code of Chicago, as amended, as a planned development; and
 - 12) all building equipment and processes will be designed to operate in compliance with Section 10.5-3 Performance Standards -- Noise -- M3-1 to M3-5 Heavy Manufacturing Districts.

6. Identification signs shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning, review and approval of the Commissioner of Planning and the Bureau of Traffic Engineering and Operations.
7. Any dedication or vacation of streets and alleys or easements or adjustments of right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.
8. Off-street parking and loading facilities shall be provided in compliance with this Planned Development and shall be subject to review and approval of the Commissioner of Planning and the Bureau of Traffic Engineering and Operations.
9. Any service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations applicable to private roadways of the Department of Streets and Sanitation in effect at the time of construction and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. Ingress and egress shall be subject to review and approval of the Commissioner of Planning and the Bureau of Traffic Engineering and Operations.
10. Height restriction of any building or any appurtenance thereto, shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - a) height limitations as certified on Form FAA-177 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and
 - b) airport zoning regulations as established by the Department of Planning, the Department of Aviation and the Department of Law and approved by the City Council.
11. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions of the Chicago Zoning Ordinance shall apply.
12. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in effect on the date hereof.
13. The improvements on the Property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan, and with the Elevation

Plans. The landscaping (including street trees in the adjacent right-of-way) shall be designed and constructed in conformance with the Landscaping Plan. The landscaping shall be maintained at all times in accordance with the Landscape Plan. One (1) two and one-half ($2\frac{1}{2}$) inch caliper tree shall be installed for each twenty-five (25) feet of frontage, subject to and in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic and subject to the approval of the Department of Planning. The Applicant shall for a period of five (5) years from the adoption of this Ordinance, be responsible for watering and fertilizing parkway trees required to be provided by the Landscape Plan and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing. The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development. Such a modification shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

The facades of all structures shall be designed to incorporate architectural details characteristic of industrial architecture. The overall architectural design and motif of this development shall create a unified architectural appearance and should include, but not be limited to such features as concrete and colored metal building surfaces, etc.

14. Unless substantial construction on this Planned Development has commenced within ten (10) years following adoption of this Planned Development and unless completion is thereafter diligently pursued, then this Planned Development shall expire solely with regard to the area upon which such construction has not commenced, provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, this Planned Development shall expire upon the expiration of such shorter time period as provided for by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to that of an M3-3 Heavy Manufacturing District.
15. Applicant shall construct or cause the construction, at the time of the submission of application for Plan of Development Part II approval, such roadway improvements as are necessary to accommodate the

turn lanes shown on the Site Plan along the western boundary of the site. The service drive shall be constructed to permit two-way ingress and egress to and from 127th Street, subject to the approval of the Department of Public Works.

16. Approvals and permits required for wetland mitigation subject to regulation by Section 404 of the Clean Water Act shall be obtained by the Applicant or its successors, assigns or grantees.

[Existing Zoning and Preferential Street System Map, Property Line Map and Right-of-Way Adjustments, Generalized Land Use Plan, Site Plan, Landscaping Plan and Illustrative Site Plan attached to this Plan of Development printed on pages 4338 through 4350

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Transportation Planned Development.

Use And Bulk Regulations And Data.

Area

Gross Site Area = Net Site Area + Public Right-Of-Way

1,097,828 square feet = 1,043,828 square feet + 54,400 square feet

Net Site Area:	1,043,828 square feet	23.95 acres

General Description of Land Use:	In accordance with Statement No. 5

Maximum Floor Area Ratio:	Total Overall Floor Area Ratio: .25

Minimum Number Loading Berths:	In accordance with M3-3 requirements as contained in the Chicago Zoning Ordinance
Minimum Number Parking Spaces:	250
Minimum Setbacks:	In accordance with the Site Plan
Maximum Building Height:	50 feet, 0 inches

Microwave Tower = 195 feet maximum height

Note:

1. Two percent of all required parking spaces shall be devoted to handicapped parking.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.

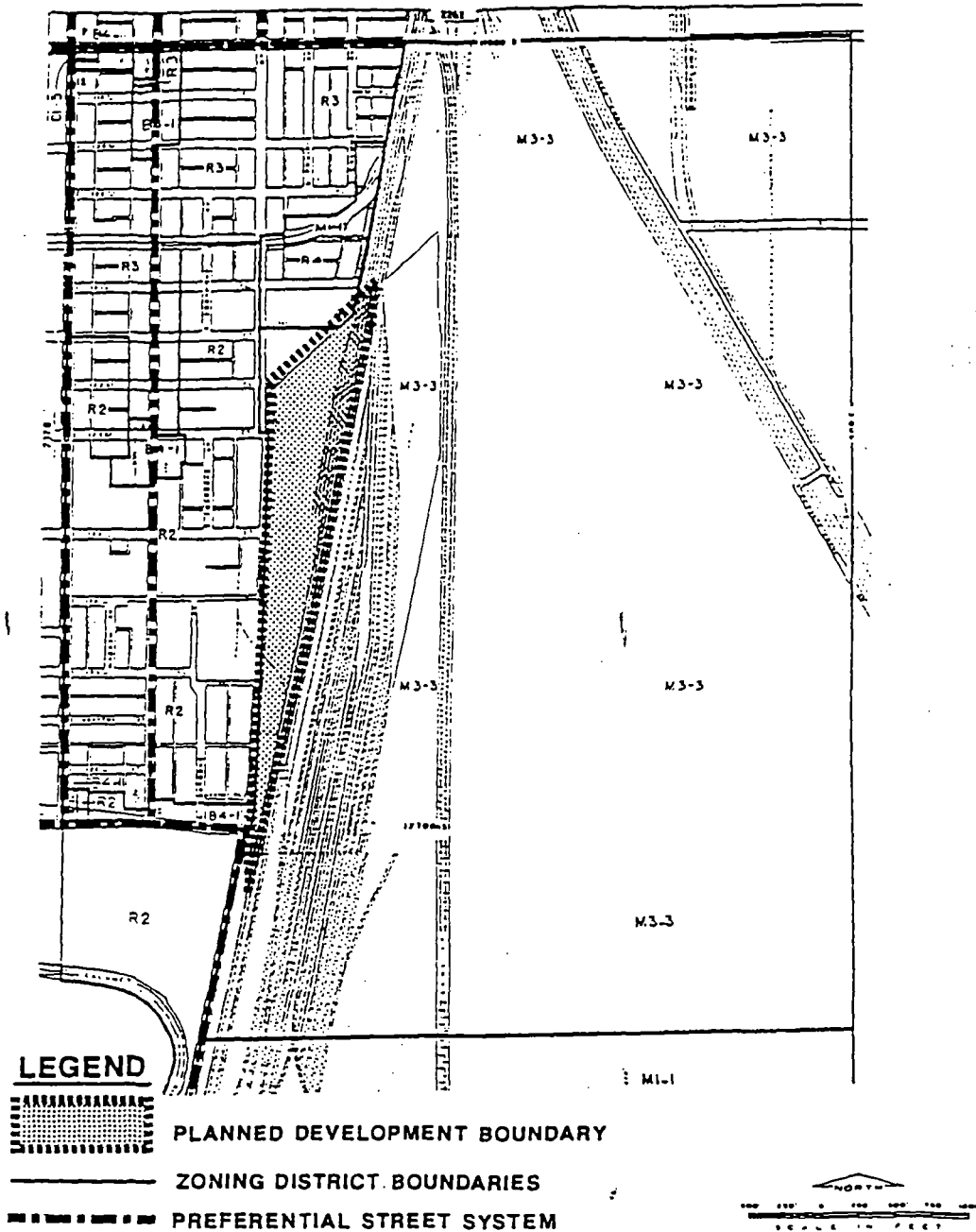
The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

(Continued on page 4351)

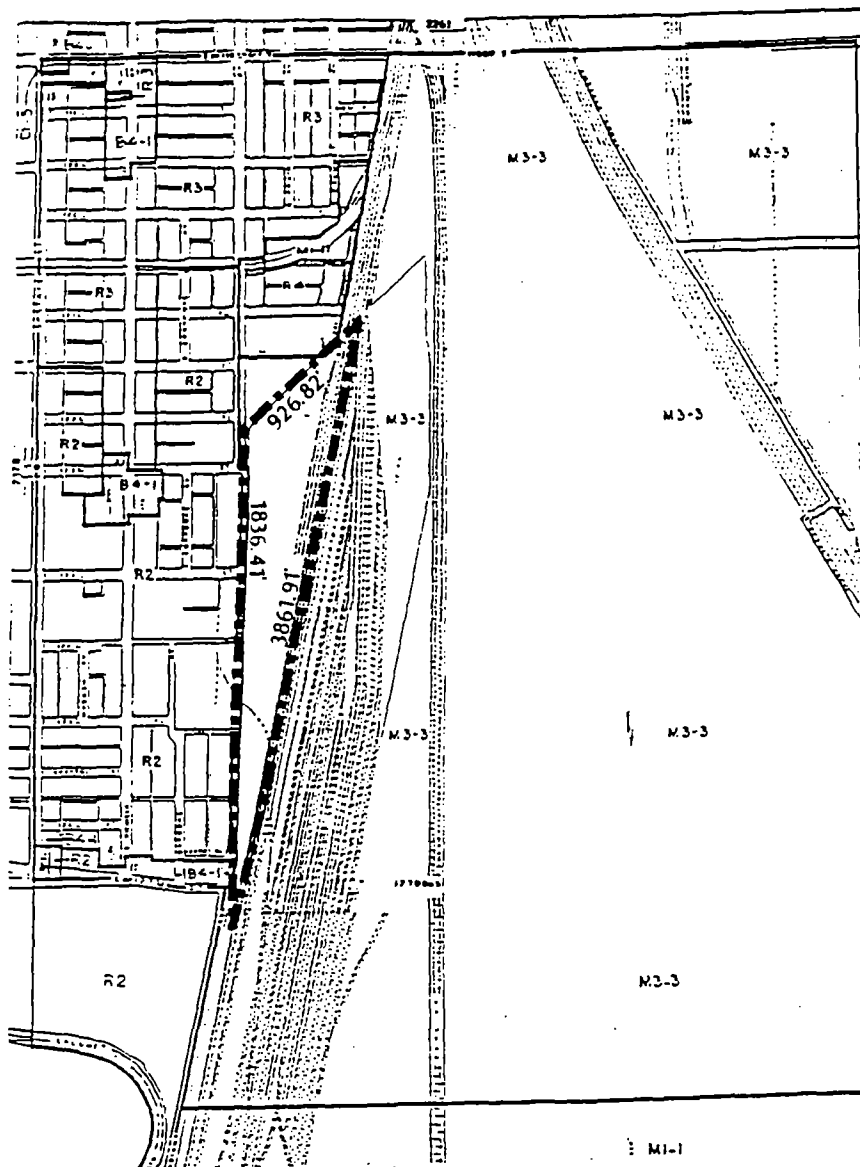
**TRANSPORTATION PLANNED DEVELOPMENT
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM**



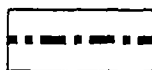
APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL

DATE: JUNE 13, 1991

**TRANSPORTATION PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS**



LEGEND



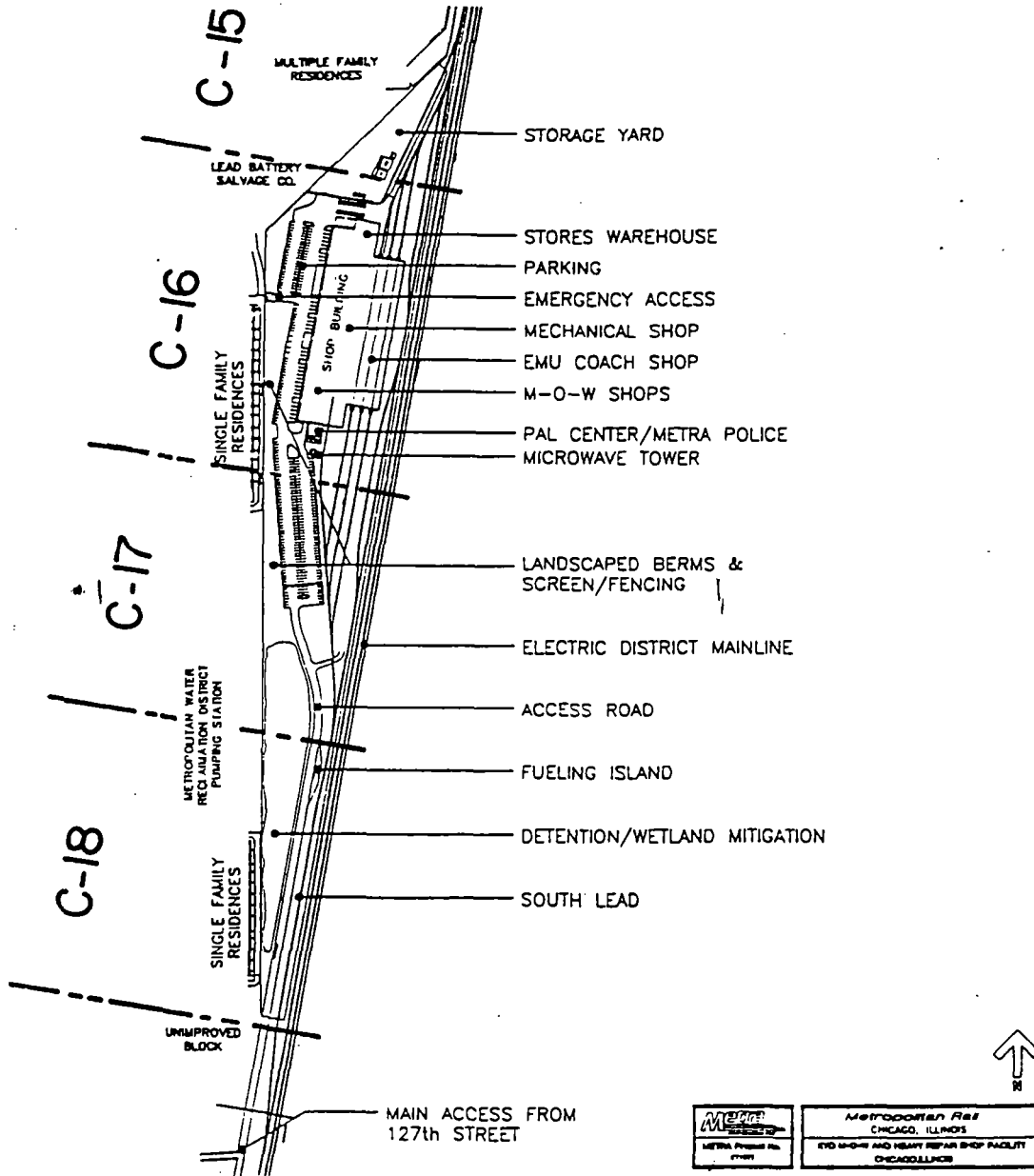
PLANNED DEVELOPMENT BOUNDARY



APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL

DATE: JUNE 13, 1991

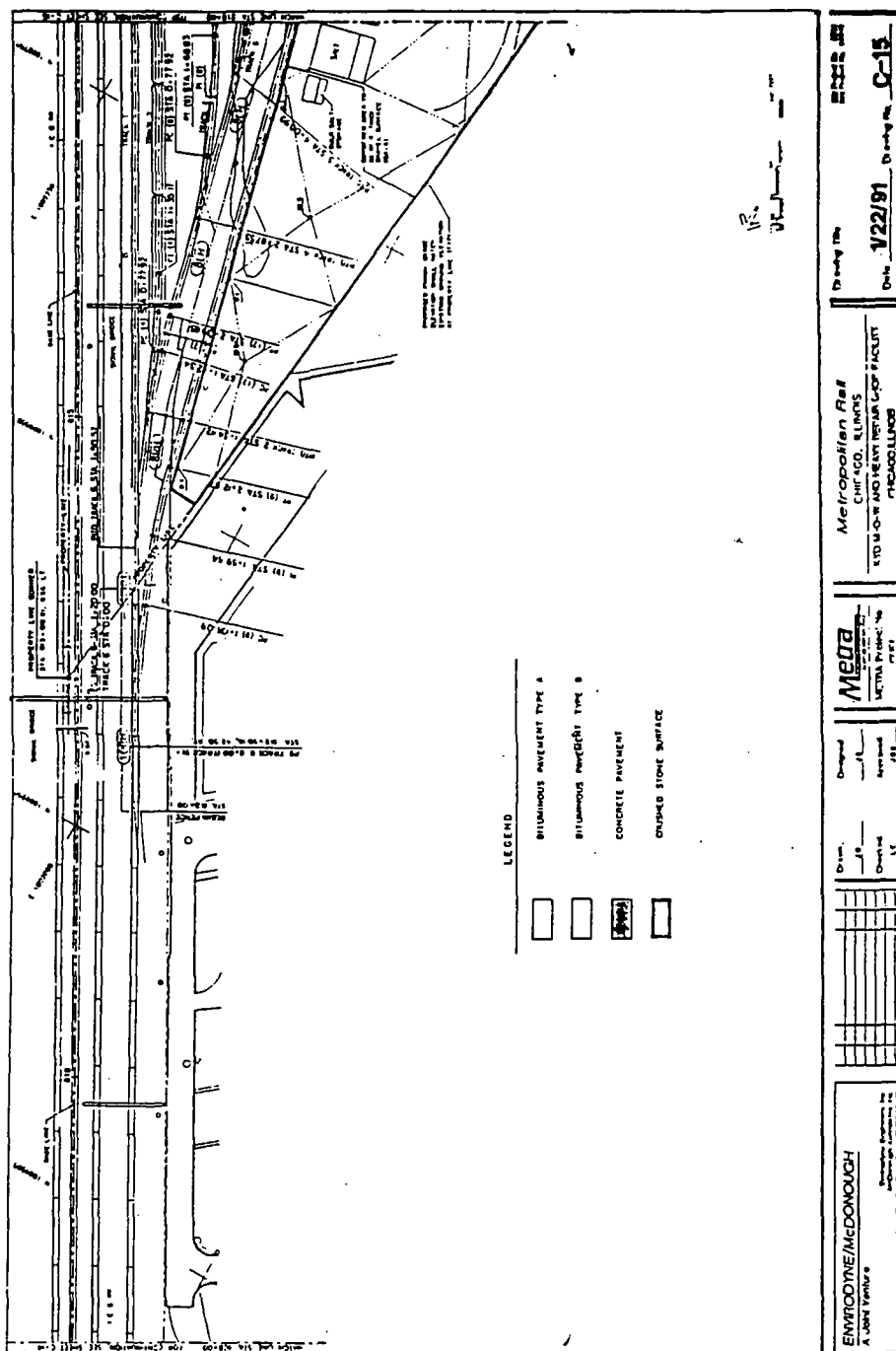
TRANSPORTATION PLANNED DEVELOPMENT GENERALIZED SITE PLAN



**APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL**

DATE: JUNE 13, 1991

SITE PLAN

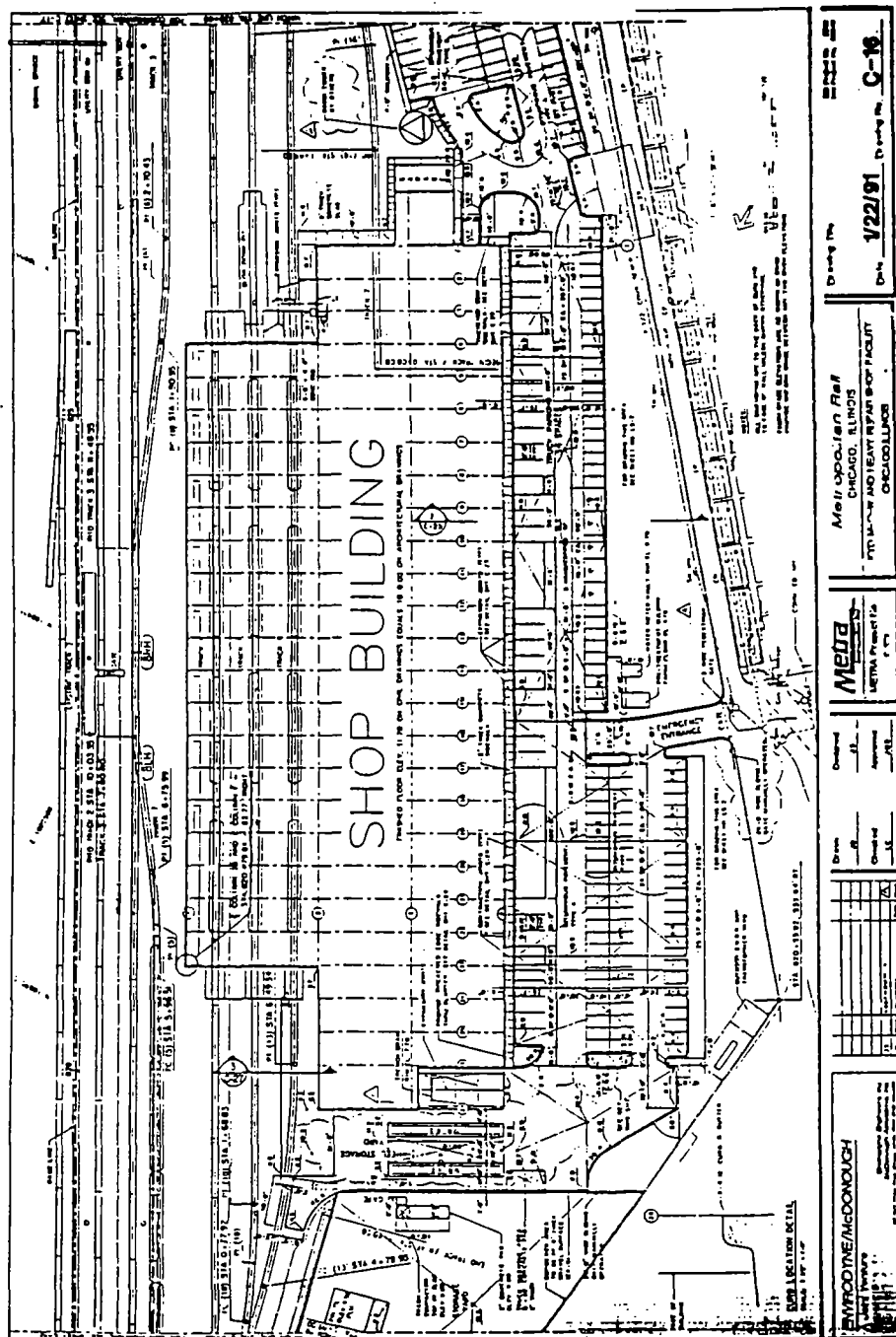


TRANSPORTATION PLANNED DEVELOPMENT

APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL

DATE: JUNE 13, 1991

SITE PLAN

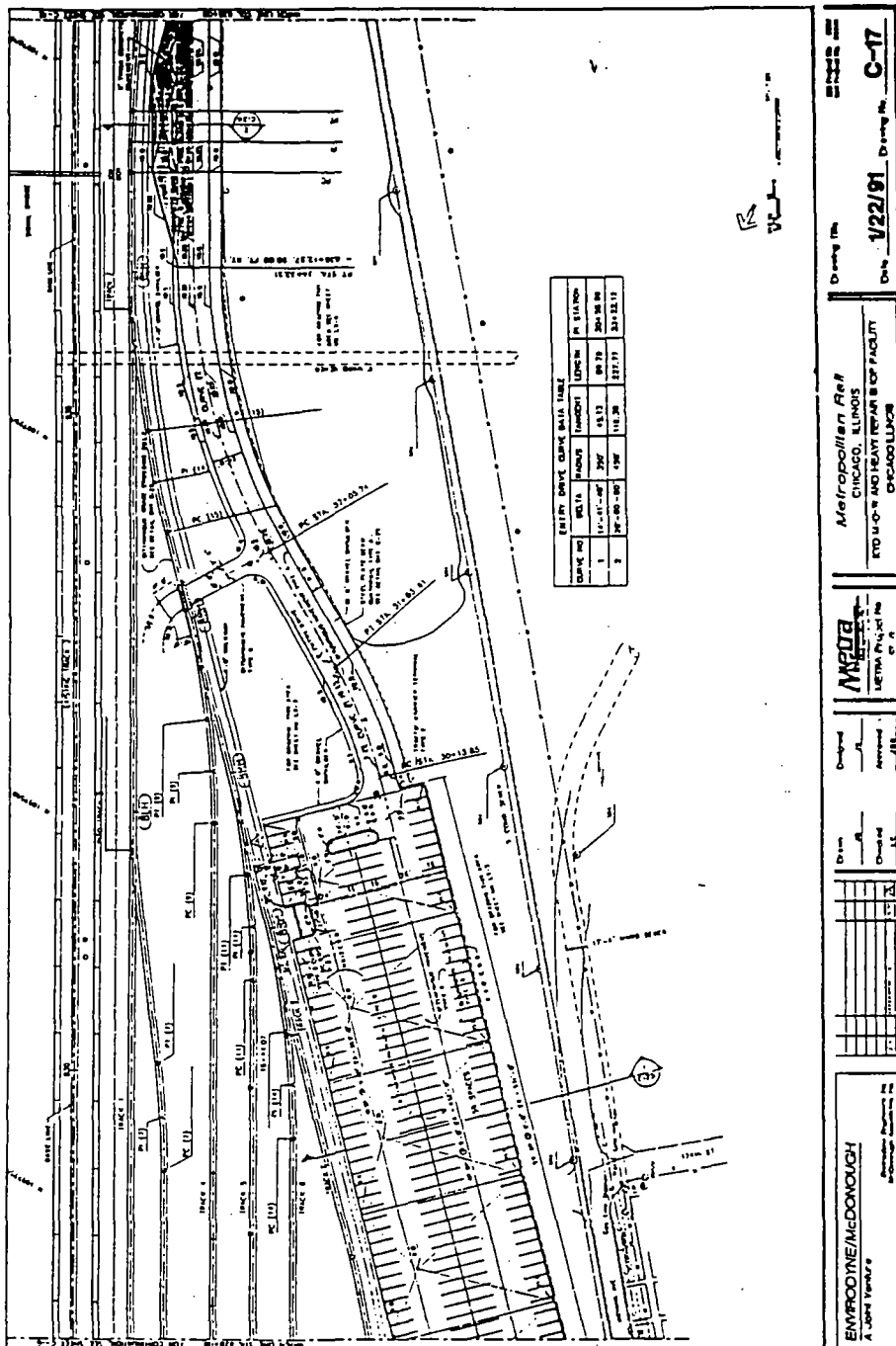


TRANSPORTATION PLANNED DEVELOPMENT

APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL

DATE: JUNE 13, 1991

SITE PLAN

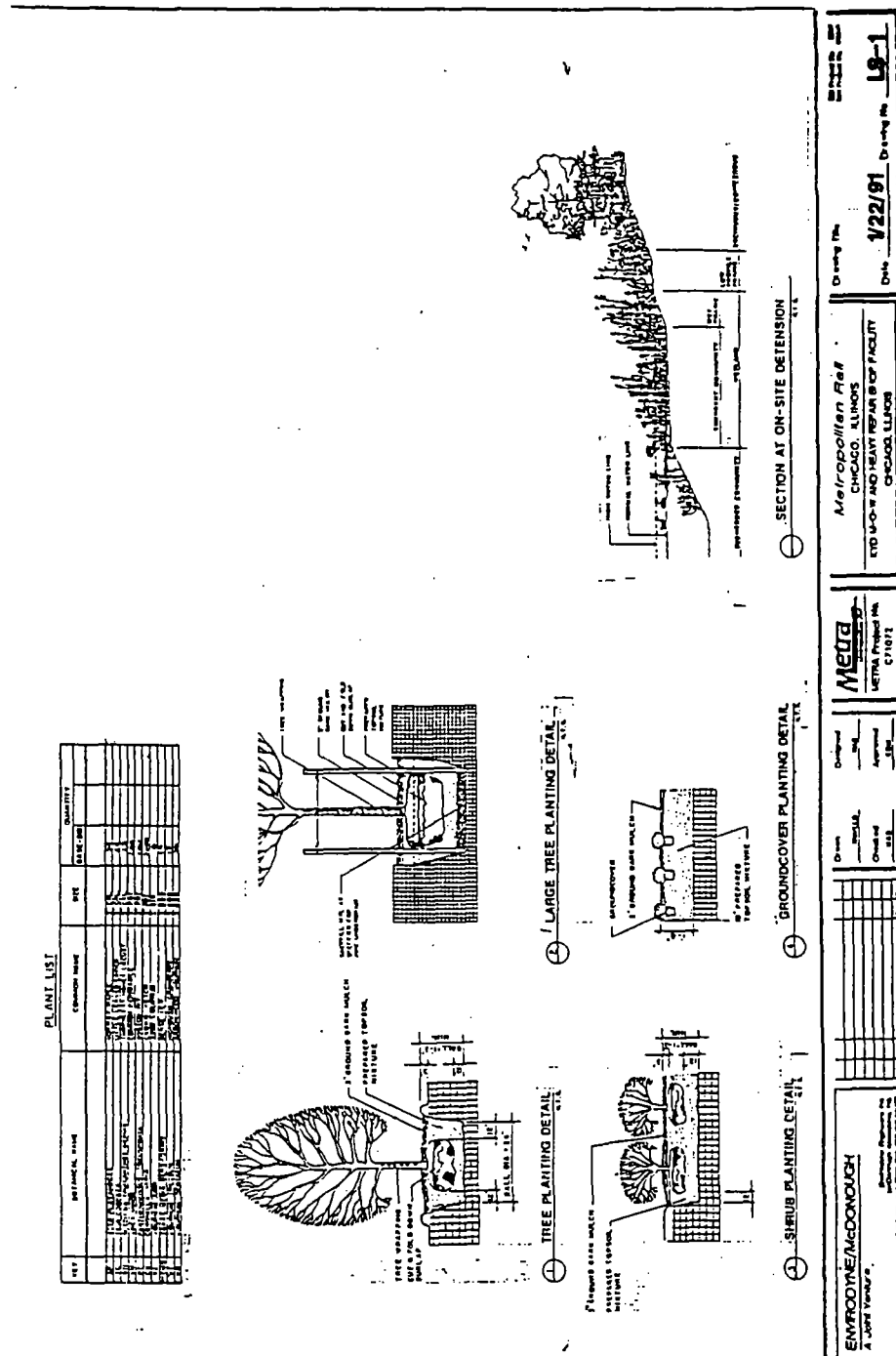


TRANSPORTATION PLANNED DEVELOPMENT

**APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL**

DATE: JUNE 13, 1991

LANDSCAPING PLAN

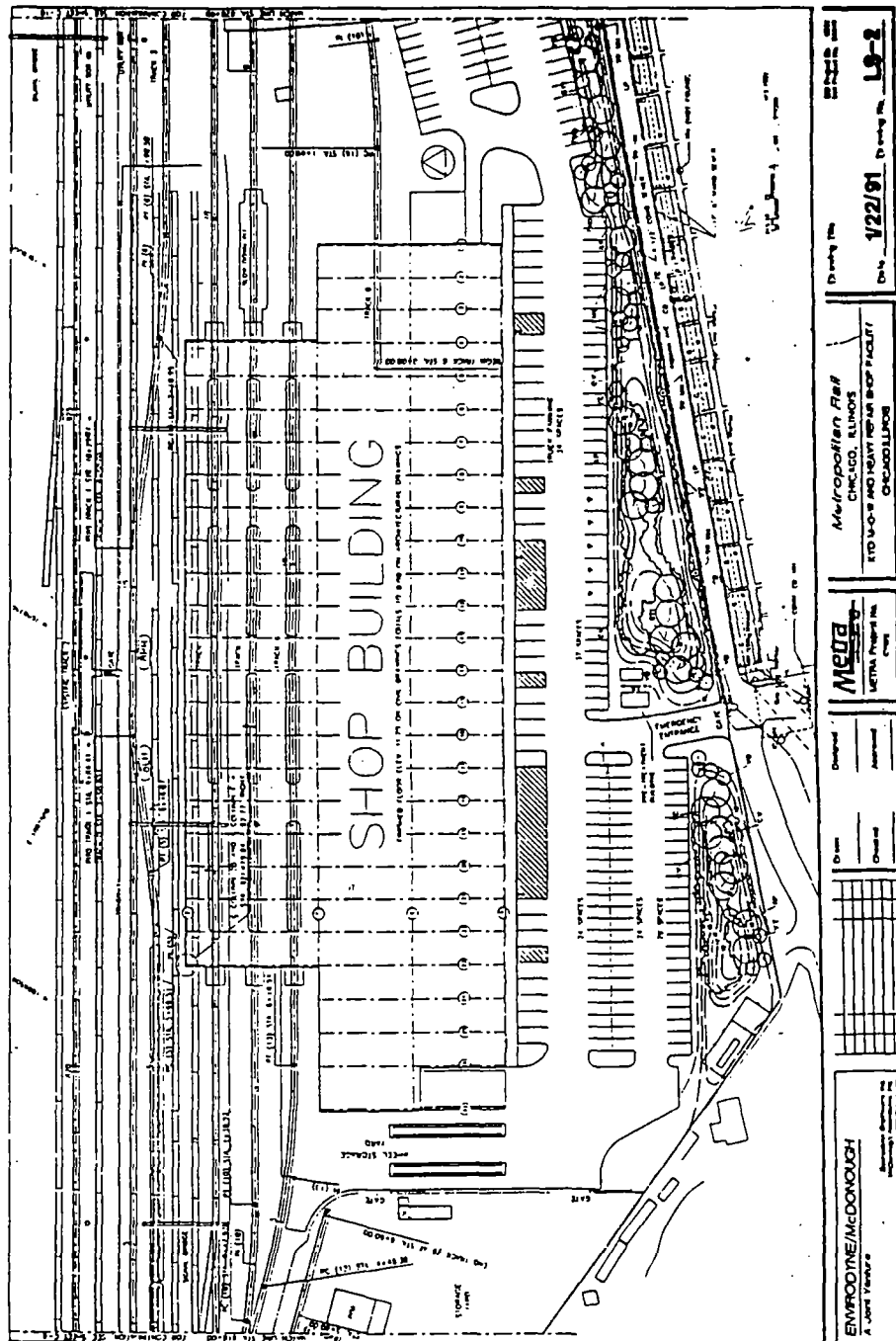


TRANSPORTATION PLANNED DEVELOPMENT

**APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL**

DATE: JUNE 13, 1991

LANDSCAPING PLAN

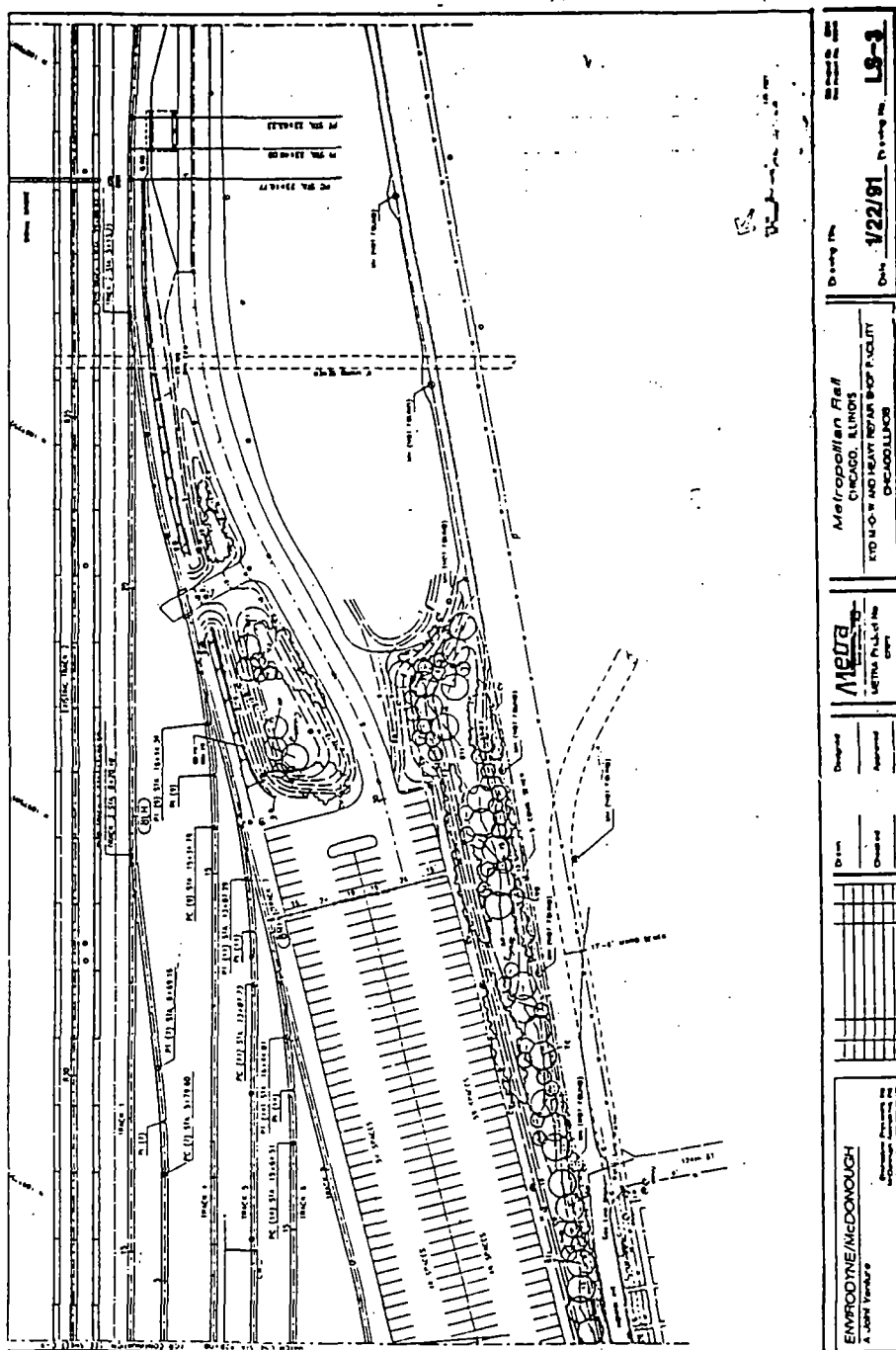


TRANSPORTATION PLANNED DEVELOPMENT

**APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL**

DATE: JUNE 13, 1991

LANDSCAPING PLAN

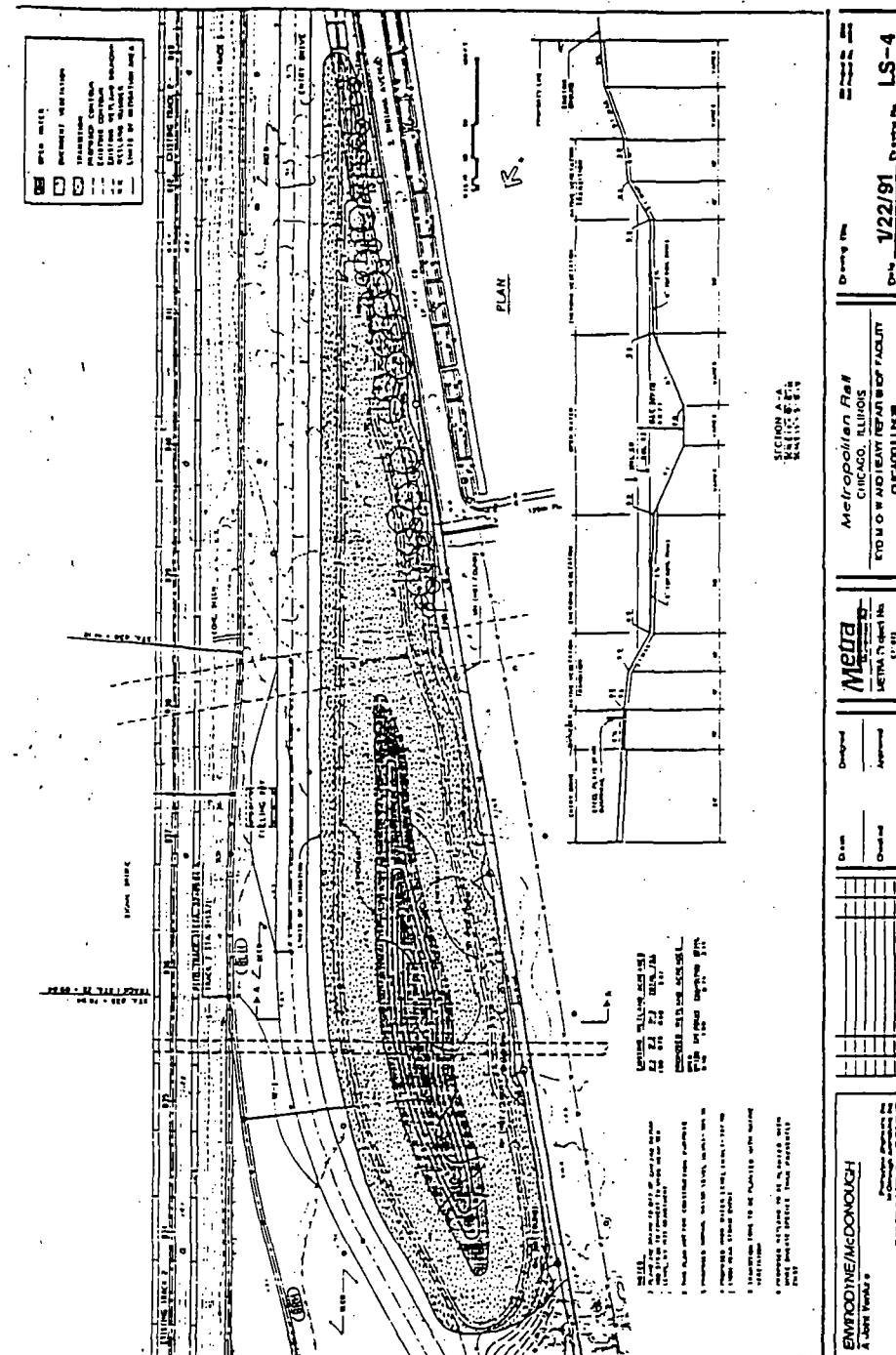


TRANSPORTATION PLANNED DEVELOPMENT

APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL

DATE: JUNE 13, 1991

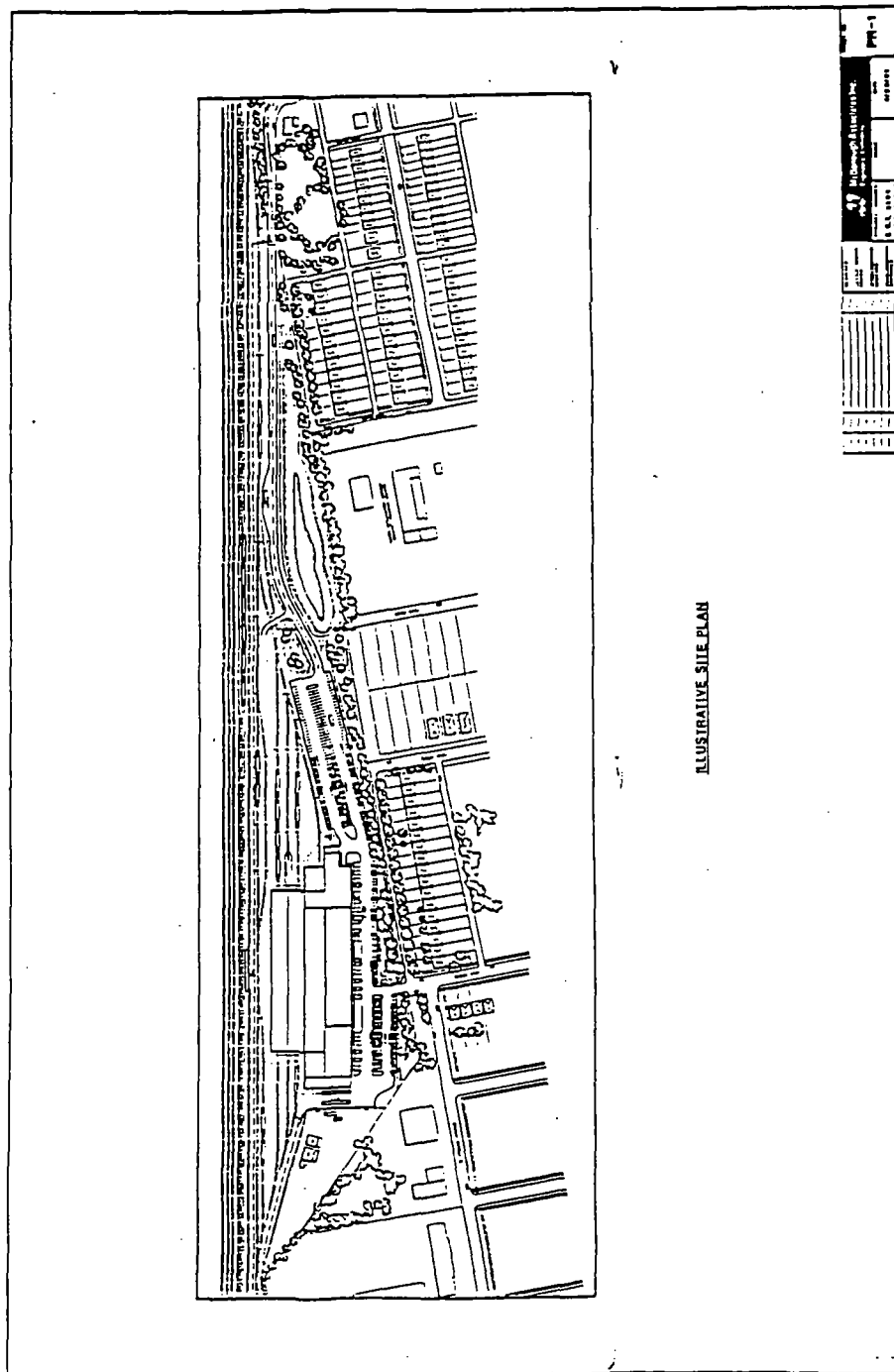
LANDSCAPING PLAN



TRANSPORTATION PLANNED DEVELOPMENT

APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL

DATE: JUNE 13, 1991

ILLUSTRATIVE SITE PLAN**TRANSPORTATION PLANNED DEVELOPMENT**

**APPLICANT: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A/ METRA / METROPOLITAN RAIL**

DATE: JUNE 13, 1991

(Continued from page 4337)

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 1991, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Numbers 10775 and 10793 which failed to meet the committee's approval and were unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers:

A-2848 -- an Institutional Planned Development;

10770 -- an Institutional Planned Development Number 118, as amended;

10779 -- Planned Development Number 182; and

10780 -- an Institutional Planned Development Number 12, as amended.

I ask that the record reflect the withdrawal of two applications, Numbers 10787 and A-2835.

At this time, I would also request that every planned development be printed in its entirety in the Journal of Council Proceedings.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published, with the exception of Application Numbers 10783, 10780, A-2848, A-2850, 10781, 10802 and 10770 which I move for immediate passage today because "time is of the essence" on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map Number 3-F.
(As Amended)*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all Planned Development No. 182 symbols and indications as shown on Map No. 3-F in area bounded by:

West North Avenue; North Frontier Avenue or a line if extended where no street exists; a line 166 feet south of West North Avenue; the alley next west of and parallel to North Frontier Avenue; the alley next south of and parallel to West North Avenue; and a line 105.82 feet west of North Frontier Avenue or the line thereof if extended where no street exists,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-G in area bounded by:

a line from a point 299.2 feet northwest of the intersection of North Milwaukee Avenue and West Cortez Street as measured along the southwest side of North Milwaukee Avenue and perpendicular to North Milwaukee Avenue; North Milwaukee Avenue; a line 275.2 feet

northwest of the intersection of North Milwaukee Avenue and West Cortez Street as measured along the southwest side of North Milwaukee Avenue and perpendicular to North Milwaukee Avenue; and the alley next southwest of North Milwaukee Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 3-H in the area bounded by:

the alley next south of West North Avenue; North Elk Grove Avenue; a line from a point 59.50 feet south of the alley next south of West North Avenue running southwesterly from and perpendicular to North Elk Grove Avenue; and the alley next southwesterly of North Elk Grove Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 3-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 3-M in area bounded by:

West North Avenue; North Menard Avenue; the alley next south of and parallel to West North Avenue; and a line 157 feet west of North Menard Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-M in area bounded by:

a line 30 feet north of West Dickens Avenue; North Marmora Avenue; West Dickens Avenue; and the alley next west of and parallel to North Marmora Avenue,

to those of an M1-2 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown On Map Number 6-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 6-F in area bounded by:

West 26th Street; South Emerald Avenue; a line 384.59 feet south of West 26th Street; and the alley next west of and parallel to South Emerald Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map No. 7-F in area bounded by:

a line 30 feet south of West Schubert Avenue; the alley next east of and parallel to North Halsted Street; a line 355 feet south of West Schubert Avenue; and North Halsted Street,

to those of a B3-2 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-H in area 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,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-I in area bounded by:

a line 96 feet north of and parallel to West Roscoe Street; the alley next east of and parallel to North Kedzie Avenue; West Roscoe Street; and North Kedzie Avenue,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 9-N in the area bounded by:

West Cornelia Avenue; the alley next east of North Natoma Avenue; a line 121.48 feet south of West Cornelia Avenue; and North Natoma Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 10-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map No. 10-F in area bounded by:

a line 50 feet south of West 40th Place; the alley next east of and parallel to South Wallace Street; a line 75 feet south of West 40th Place; and South Wallace Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 16-I in area bounded by:

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

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

*Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.*

(Adverse Committee Recommendations)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, July 24, 1991.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 1991, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Numbers 10775 and 10793, which failed to meet the committee's approval and were unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of four ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers:

A-2848 -- an Institutional Planned Development;

10770 -- an Institutional Planned Development Number 118, as amended;

10779 -- Planned Development Number 182, as amended; and

10780 -- an Institutional Planned Development Number 12, as amended.

I ask that the record reflect the withdrawal of two applications, Numbers 10787 and A-2835.

At this time, I would also request that every planned development be printed in its entirety in the Journal of Proceedings.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published, with the exception of Application Numbers 10783, 10780, A-2848, A-2850, 10781, 10802 and 10770 which I move for immediate passage today because "time is of the essence" on these particular matters.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown On Map Number 9-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-M in area bounded by:

the alley next north of and parallel to West Dakin Street; a line 49.31 feet east of and parallel to North Marmora Avenue; West Dakin Street; and North Marmora Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-O.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 13-O in area bounded by:

the alley next north of and parallel to West Foster Avenue; a line 404.74 feet east of and parallel to North Overhill Avenue; West Foster Avenue; and a line 284.74 feet east of and parallel to North Overhill Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON HOUSING AND REAL ESTATE.

WAIVER OF PROVISIONS OF TITLE 2, CHAPTER 156, SECTION 110
OF MUNICIPAL CODE OF CHICAGO TO ALLOW CERTAIN CITY
EMPLOYEES MEETING INCOME ELIGIBILITY
REQUIREMENTS TO PARTICIPATE IN
NEW HOMES FOR CHICAGO
PROGRAM.

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, July 24, 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 Chapter 2-156 of the Municipal Code of the City of Chicago concerning 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, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, 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 government and affairs; and

WHEREAS, The City, in recognition of the shortage of decent, affordable housing within Chicago, encourages the use of vacant, unused properties located within the various neighborhoods of the City for the development of housing; and

WHEREAS, The City Council of the City, by Ordinance passed June 7, 1990 (Council Journal of Proceedings, pages 17038-17045) ("Enabling Ordinance") 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, Pursuant to the New Homes Program, the City shall convey certain parcels owned by the City to developers selected to participate in the New Homes Program, and will provide a financial subsidy and the waivers of certain City fees and deposits relating to new construction in order that selected developers may construct said new housing at an affordable cost; and

WHEREAS, Upon completion of construction of the single-family housing units to be developed pursuant to the New Homes Program, the selected developers shall convey said housing units to individuals and families meeting the income eligibility requirements described in the Enabling Ordinance; and

WHEREAS, Many employees of the City meet the income eligibility requirements of the New Homes Program; and

WHEREAS, The City seeks to amend the Enabling Ordinance to provide an exemption for City employees (other than those listed in Exhibit A attached hereto) meeting the income eligibility requirements of the New Homes Program from Section 2-156-110 of the Governmental Ethics Ordinance of the Municipal Code of Chicago as that section pertains to the participation of said City employees as homebuyers in the New Homes Program, thus enabling said City employees to purchase homes constructed by selected developers under the New Homes Program; now, therefore,

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

SECTION 1. City employees (other than those listed in Exhibit A) who meet the income eligibility requirements and are allowed to participate in the New Homes Program as homebuyers shall not be subject to the restrictions of Section 2-156-110 of the Governmental Ethics Ordinance of the Municipal Code of Chicago, as that section pertains to the participation of said City employees as homebuyers in the New Homes Program.

SECTION 2. Any City employee listed in Exhibit A who, through fraud or misrepresentation, participates as a homebuyer in the New Homes Program, shall be subject to termination of his/her employment with the City of Chicago and shall also be subject to legal action by the City to recover any loss suffered by the City as occasioned by such fraud or misrepresentation or benefit received by the City employee as a result of such fraud or misrepresentation.

SECTION 3. Nothing in Section 2 above shall limit any other remedies at law or in equity available to the City.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Department of Housing:

Commissioner

Deputy Commissioner

Development Staff

Legislative Liaison

	Coordinating Architect II
	Director of Public Relations
	Architect IV
	Director of Neighborhood Housing
	Contract Compliance Coordinator
Department of Zoning:	Zoning Administrator
	Assistant Zoning Administrator
Department of Buildings:	Commissioner
	Assistant Commissioner
	Architectural Examiner
Department of Public Works:	Commissioner
	Community Development Coordinator
	Chief City Traffic Engineer
	Superintendent of Maps and Plats
Department of General Services:	Commissioner
	Assets Manager
	Director of Real Estate
Department of Sewers:	Commissioner
	Assistant Chief Engineer
Mayor's Office of Employment and Training:	Director

Department of Water:	Commissioner
	Deputy Commissioner
Commission on Landmarks:	Deputy Director
Department of Law:	Corporation Counsel
	Deputy Corporation Counsel
	Chief Assistant Corporation Counsel
	Real Estate and Land Use Division Attorneys

-OR-

Any City employee, during his/her tenure of City employment, and for a period of one (1) year after termination of such employment: (a) who exercises or has exercised any authority or responsibility with respect to the New Homes for Chicago Program ("Program"), or (b) who is in a position to participate in a decision-making process with respect to the Program or gains confidential information with regard to the Program, or (c) who in his or her name, or in the name of any other person, obtains a personal or monetary interest or benefit as a result of any contract, subcontract, or agreement with regard to the Program other than as an original homebuyer.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar resolutions presented by Aldermen Rush, Steele, Huels, Troutman, Mell and Levar. 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN RUSH (2nd Ward):

TRIBUTE TO LATE MR. WENDELL CHERRY.

WHEREAS, Wendell Cherry, a co-founder and President of Humana, Inc., passed away on Tuesday, July 16, 1991 at the age of fifty-five; and

WHEREAS, Wendell Cherry was a founder of one of America's most admired companies, Humana, Inc., which under his leadership became one of the world's largest providers of integrated health services; and

WHEREAS, Wendell Cherry played an active role in bringing Humana, Inc. and its services to Chicago through the purchase of the major medical facility now known as Humana Hospital-Michael Reese; and

WHEREAS, Wendell Cherry was a leader in numerous philanthropies and a supporter of the performing and visual arts; and

WHEREAS, Wendell Cherry had a great interest and commitment to athletics, including amateur athletics; and

WHEREAS, Wendell Cherry played a significant role in the rise and success of Cassius Clay, now Muhammad Ali, one of the greatest heavyweight boxing champions of the world; now, therefore,

Be It Resolved, By the Mayor and the City Council of the City of Chicago, that the late Mr. Wendell Cherry is hereby honored and commemorated for his many years of dedication to the fields of business, the arts and athletics, and do hereby extend our sincerest condolences to his wife and family; and

Be It Further Resolved, That suitable copies of this resolution be made available to the family and friends of Mr. Wendell Cherry.

Presented By

**ALDERMAN STEELE (6th Ward) And
ALDERMAN TROUTMAN (20th Ward):**

TRIBUTE TO LATE MR. JUDSON MITCHELL.

WHEREAS, God in his infinite wisdom has called to his eternal reward Judson Mitchell, noted south side businessman and pioneering sportsman; and

WHEREAS, Judson Mitchell, a native of Georgia who spent most of his adult life in Chicago, was owner of Mitchell's Barber Shop on East 63rd Street for some four decades. An ardent golfer, Judson Mitchell was cited by *Sports Illustrated* magazine as one of the pioneers responsible for integrating the golf courses throughout the United States. He was a founder of the Linksman Golf Club, the first group of organized Black golfers to receive membership in the United States Golf Association (U.S.G.A.); and

WHEREAS, An outstanding family man, Judson Mitchell is survived by his loving wife, Billie; three children, Judson C., Harold and Denise; five grandchildren, and a host of other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby express our sorrow on the passing of Judson Mitchell 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. Judson Mitchell.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. SAMUEL GENE BUTLER.

WHEREAS, God in his infinite wisdom has called to his eternal reward Samuel Gene Butler, much beloved and respected Chicago citizen; and

WHEREAS, Sam Butler was active and highly visible in his grateful south side community, where he moved after serving his nation honorably in World War II. He was born April 24, 1922 in Okmulgee, Oklahoma; and

WHEREAS, Sam Butler represented the strength and continuity of family life. He leaves to mourn, his lovely wife, Annie Mae; two daughters, four sons, six grandchildren, and many other 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-fourth day of July, 1991, A.D., do hereby express our sorrow on the death of Samuel Gene Butler, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Samuel Gene Butler.

TRIBUTE TO LATE MS. ELAINE LITTLE.

WHEREAS, God in his infinite wisdom has called to her eternal reward Elaine Little, a native Chicagoan who devoted her relatively short life to public service and to the reaffirmation of her faith; and

WHEREAS, Elaine Little was born here on February 26, 1959, and after attending elementary and high school, was graduated from a cosmetology institute; and

WHEREAS, A faithful member of Christ Temple Cathedral, Elaine Little was employed by the Chicago Board of Education where she worked in the Special Education Department and earned great respect for her outstanding dedication to duty; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby express our sorrow on the passing of Elaine Little 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 the family of Elaine Little.

TRIBUTE TO LATE MR. EARL CONAELLEY MEALING.

WHEREAS, God in his infinite wisdom has called to his eternal reward Earl Conaelley Mealing, an outstanding resident of Chicago's Eighth Ward and a lifelong Chicago resident; and

WHEREAS, Earl C. Mealing gave much of himself to his family and to his grateful community and nation. He served honorably in the United States Army during and after World War II and received a victory medal; and

WHEREAS, An outstanding family man, Earl leaves to mourn, his lovely wife, Ann; one daughter, Gail; three sons, Earl, Jr., Anthony and Kevin; four grandchildren and a host of other relatives as well as 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-fourth day of July, 1991, A.D., do hereby express our sorrow on the passing of Earl C. Mealing 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. Earl C. Mealing and family.

Presented By

ALDERMAN BUCHANAN (10th Ward):

**CONGRATULATIONS EXTENDED TO CHURCH OF THE
ANNUNCIATA ON ITS FIFTIETH ANNIVERSARY.**

WHEREAS, Fifty years ago the late Cardinal Samuel Stritch envisioned a

future need for a Catholic parish in the open prairies of the east side community, and he authorized members of the Order of Friar Servants of Mary (Servites) to meet with a small group of residents for that purpose; and

WHEREAS, This meeting created the Church of the Annunciata, at 112th Street between Avenue G and Avenue H, whose humble beginnings were marked with services being held in a garage, but which through the years grew into a very strong parish community and built its present magnificent church and school complex; and

WHEREAS, The leadership of this Church of the Annunciata started with Father Philip Philbin, its first pastor, and continued with Fathers Casper Yost, George Wheeler, Hyacinth Breski, Raymond Coughlin, George O'Connell, John Andrews, Michael Doyle, Paul Gins, to the present pastor Father Christopher Krymski, and their many assistants, and its current membership of about 1,800 families and a parochial school attendance of 310 and many active parish organizations; and

WHEREAS, This strong and vibrant church community is celebrating its fiftieth anniversary in 1991; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the members of this City Council do join in congratulating the priests, sisters, brothers and families of the Church of the Annunciata, located in the great community of the east side, and that a suitable copy of this resolution be prepared and presented at their anniversary celebration to be held September 28, 1991, at the Sabre Room, Hickory Hills.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. JOSEPH "POPS" CAPUTO.

WHEREAS, Joseph "Pops" Caputo had passed away on Saturday, May 4, 1991; and

WHEREAS, Joseph Caputo was the beloved son of the late Antonio and Carmella Caputo; and

WHEREAS, Joseph Caputo was the beloved husband of Natalie (nee Gironda); and

WHEREAS, Joseph Caputo was the dearest father of Sandy (Peter C.P.D.) Schurla and Michael (Estelle nee Finnigan); and

WHEREAS, Joseph Caputo was the loving grandfather of Peter J. C.P.D. and Leslie Schurla and Jennifer, Joseph and Melissa Caputo; and

WHEREAS, Joseph Caputo was the fond brother of Mary Louise (the late Louis) Mustari, Violet (Bob) Campbell, Sue (the late Joseph) Miller, Leroy (Jeanette), Georgeanne (Ralph) Ferro and the late Philip and Rose "Tiger" Dunlany, and the dear uncle to many nieces and nephews; and

WHEREAS, Joseph Caputo will be greatly missed by the many family members and friends whose lives he 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-fourth day of July in 1991, do hereby mourn the death of Joseph "Pops" Caputo and may we also extend our deepest sympathy to his many family members and friends who will miss him very much; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Joseph "Pops" Caputo.

TRIBUTE TO LATE MR. DONALD R. FULLER.

WHEREAS, Donald R. Fuller had passed away on Tuesday, June 4, 1991; and

WHEREAS, Donald R. Fuller was the beloved husband of Patricia (nee Snee); and

WHEREAS, Donald R. Fuller was the loving father of Don (Kathy), Donna (Michael) Conway, Dean (Gail) and David Fuller; and

WHEREAS, Donald R. Fuller was the dearest grandfather of eleven grandchildren; and

WHEREAS, Donald R. Fuller was the fond brother of Roland (Irene) and the late George and Earl Fuller, and the fond uncle of many nieces and nephews; and

WHEREAS, Donald R. Fuller will be greatly missed by the many family members and friends whose lives he 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-fourth day of July 1991, do hereby mourn the death of Donald R. Fuller, and may we also extend our deepest sympathy to his many family members and friends who will miss him very much; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Donald R. Fuller.

TRIBUTE TO LATE MR. JOSEPH P. LIBERTI.

WHEREAS, Joseph P. Liberti had passed away on Sunday, April 7, 1991; and

WHEREAS, Joseph P. Liberti was the beloved husband of Rose (nee Padalino); and

WHEREAS, Joseph P. Liberti was the loving father of Judith (Joseph) Massaro, Thomas (Rosemarie) and Christine (James) Amato; and

WHEREAS, Joseph P. Liberti was the fond grandfather of five; and

WHEREAS, Joseph P. Liberti was the dear brother of Elizabeth Liberti, Trina Special, Peter (Beverly) Liberti and the late Marie and Rosalie Naputano; and

WHEREAS, Joseph P. Liberti was the fond uncle of many nieces and nephews; and

WHEREAS, Joseph P. Liberti was P.G.K. of Saint Albert the Great Knights of Columbus 3935 and Council Scribe for Saint Albert Knights of Columbus for thirty years; and

WHEREAS, Joseph P. Liberti will be greatly missed by the many family members and friends whose lives he 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-fourth day of July 1991, do hereby mourn the death of Joseph P. Liberti, and may we also extend our deepest sympathy to his many family members and friends who will miss him very much; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Joseph P. Liberti.

TRIBUTE TO LATE MR. JOHN MICHAEL ROUDEBUSH.

WHEREAS, John Michael Roudebush had passed away on Thursday, May 9, 1991; and

WHEREAS, John Michael Roudebush was the beloved son of John (C.F.D. retired) and Judy (nee Meagher) Roudebush; and

WHEREAS, John Michael Roudebush was the loving brother of Dan (Esther), Trish, Tom and Ed Roudebush; and

WHEREAS, John Michael Roudebush was the dearest fiance of Jane Klein; and

WHEREAS, John Michael Roudebush was the fond nephew of many and dear uncle to Kimberly and Kristen Roudebush; and

WHEREAS, John Michael Roudebush was a member of the Teamsters Union Local 714; and

WHEREAS, John Michael Roudebush will be greatly missed by the many family members and friends whose lives he 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-fourth day of July in 1991, do hereby mourn the death of John Michael Roudebush and may we also extend our deepest sympathy to his many family members and friends who will miss him very much; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of John Michael Roudebush.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
SAM ANDOLINO ON THEIR GOLDEN
WEDDING ANNIVERSARY.*

WHEREAS, Rose Marie and Sam Andolino will celebrate their golden

wedding anniversary on July 20, 1991; and

WHEREAS, Rose Marie and Sam Andolino exchanged their marriage vows on July 20, 1941 at Saint Philip Benezie Church by Father Louis; and

WHEREAS, Rose Marie and Sam Andolino have been lifelong residents of the 36th Ward and the Galewood community; and

WHEREAS, Rose Marie and Sam Andolino have spent their lives sharing and nurturing not only each other but the lives of each and every person they've touched; and

WHEREAS, Rose Marie and Sam Andolino will be surrounded during this celebration by their loving children Stephen (Helen) Andolino, Frank (Rita) Andolino; and their dearest grandchildren, Rosemarie, Lawrence, Steve, Mark, Maria, and Samantha; and

WHEREAS, Rose Marie and Sam Andolino have planned a renewal of those sacred marriage vows which they espoused together fifty years ago to take place on Friday, July 19, 1991 at Tivoli Gardens Banquet Hall, at 6:30 P.M.; and

WHEREAS, Rose Marie and Sam Andolino 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-fourth day of July in 1991, do hereby extend our heartiest congratulations to Rose Marie and Sam Andolino 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 Rose Marie and Sam Andolino.

CONGRATULATIONS EXTENDED TO MRS. MARY BAKI
ON HER NINETIETH BIRTHDAY.

WHEREAS, Mary Baki celebrated her ninetieth birthday on May 24, 1991; and

WHEREAS, Mary Baki was born and raised in Belgium; she came to this country in 1948 and became a United States citizen; and

WHEREAS, Mary Baki is the loving mother of Ann Maroney and Henri L. Bettenhausen; and

WHEREAS, Mary Baki is the proud grandmother of four and the great-grandmother of two; 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-fourth day of July in 1991, do hereby extend our heartiest congratulations to Mary Baki on the celebration of her ninetieth birthday, and may we also extend our sincerest best wishes to her in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mary Baki.

*CONGRATULATIONS EXTENDED TO MRS. MARY CONNOR
ON HER RETIREMENT AFTER THIRTY-SEVEN
YEARS OF DEDICATED SERVICE
WITH CITY OF CHICAGO.*

WHEREAS, Mary Connor has given the City of Chicago thirty-seven years of faithful, dedicated service; and

WHEREAS, Mary Connor has loyally served as Executive Secretary of the City Council Committee on Transportation and Public Way; and

WHEREAS, Mary Connor is a lifelong resident of the 19th Ward, south side community; and

WHEREAS, Mary Connor was the dear wife of the late Edward J. Connor; and

WHEREAS, Mary Connor is the loving mother of four children; Ed, Marilyn, Kathy (the late Jim) McAteer and Betsy (Bob) Hansen; and

WHEREAS, Mary Connor is the proud grandmother of seven; Jim, Kelly, Sheri, Dan, Bob, Tim and Erick; and

WHEREAS, Mary Connor's friendly face and helpful, knowledgeable ways will be sorely missed by her co-workers; and

WHEREAS, Family, friends, and co-workers gather together to honor Mary Connor and wish her well in her retirement years and congratulate her on the fine service she provided for the City of Chicago and the Committee on Transportation and Public Way; 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-fourth day of July in 1991, do hereby extend our sincerest gratitude to Mary Connor for her many years of service and dedication to the City of Chicago and that we also extend our warmest wishes to her in all of her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mary Connor.

**CONGRATULATIONS EXTENDED TO MRS. DOROTHY ORMOND
ON HER FIFTIETH BIRTHDAY.**

WHEREAS, Dorothy Ormond (nee Diver) will celebrate her fiftieth birthday on July 24, 1991; and

WHEREAS, Dorothy Ormond was born and raised in the 11th Ward Canaryville community; and

WHEREAS, Dorothy Ormond is the daughter of Ann and the late Hugh Diver; and

WHEREAS, Dorothy Ormond is married to John T. Ormond, District Chief/Assistant Bureau Commander of the Fire Prevention Bureau; and

WHEREAS, Dorothy and John T. Ormond have a loving eighteen year old son, John B.; and

WHEREAS, Dorothy Ormond is the sister of Carol Diver, State Central Committeewoman, 5th Congressional District, Hugh Diver, Robert Diver, and Richard Diver (C.F.D.); and

WHEREAS, Dorothy Ormond is the fond aunt of many nieces and nephews; John, Hugh, Kevin, Colleen, Jennifer, Bobby, Richie, and Beth; and

WHEREAS, Dorothy Ormond was a former employee of the Park Employers Credit Union for twenty years; and

WHEREAS, Dorothy Ormond has spent the past several years as Administrative Aide to Senator John Daley; and

WHEREAS, Dorothy Ormond is a member and former officer of the Saint Gabriel Women's Club; and

WHEREAS, Dorothy Ormond devotes much of her time to the Bingo Committee, to Church Liturgy and to sports programs at Saint Gabriel Church; and

WHEREAS, On Friday, July 26, 1991 a surprise birthday party, at the Arch View Banquet Hall will be given in her honor; and

WHEREAS, Dorothy Ormond will be surrounded during this celebration by her loving family and many friends who wish her a happy fiftieth birthday; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-fourth day of July 1991, do hereby extend our heartiest congratulations to Dorothy Ormond on the celebration of her fiftieth birthday, and may we also extend our sincerest best wishes to her in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Dorothy Ormond.

CONGRATULATIONS EXTENDED TO MRS. FLORENCE CATHERINE THIEL ON HER EIGHTY-FIFTH BIRTHDAY.

WHEREAS, Florence Catherine Thiel (nee Hogan) will celebrate her eighty-fifth birthday on August 5, 1991; and

WHEREAS, Florence Catherine Thiel was born and raised in the 11th Ward Canaryville community; and

WHEREAS, Florence Catherine Thiel was the daughter of the late Thomas and Mary Hogan; and

WHEREAS, Florence Catherine Thiel was baptized at Saint Gabriel Church; and

WHEREAS, Florence Catherine Thiel graduated from Saint Gabriel School; and

WHEREAS, Florence Catherine Thiel worked at Moriarty and Wilson Packing Company in the Stock Yards; and

WHEREAS, Florence Catherine Thiel is a Goldstar Member of the Saint Gabriel Women's Club; and

WHEREAS, Florence Catherine Thiel was married to the late Frederick Edward Thiel on February 20, 1922; and

WHEREAS, Florence Catherine Thiel is the loving mother of Lucille, the late Laverne, Florence, Theresa, the late Frederick Jr., Patricia, the late Joan, Christopher, the late Janet, Nora and James; and

WHEREAS, Florence Catherine Thiel is the proud grandmother of thirty-two, great grandmother of fifty-two, and great-great grandmother of fifteen; 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-fourth day of July in 1991, do hereby extend our heartiest congratulations to Florence Catherine Thiel on the celebration of her eighty-fifth birthday and may we also extend our sincerest best wishes to her in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Florence Catherine Thiel.

Presented By

**ALDERMAN HUELS (11th Ward) And
ALDERMAN LEVAR (45th Ward):**

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
RAYMOND MURPHY ON THEIR TWENTY-FIFTH
WEDDING ANNIVERSARY.**

WHEREAS, Patricia and Raymond Murphy will celebrate their twenty-fifth wedding anniversary on July 27, 1991; and

WHEREAS, Patricia and Raymond Murphy have been lifelong residents of the 11th Ward and the Bridgeport community; and

WHEREAS, Patricia and Raymond Murphy have spent their lives sharing and nurturing not only each other but the lives of each and every person they've touched; and

WHEREAS, Patricia and Raymond Murphy will be surrounded during this celebration by their loving children, John (Carol) and Margaret; and their four grandchildren; and

WHEREAS, Patricia and Raymond Murphy have planned a renewal of those sacred marriage vows which they espoused together twenty-five years ago to take place on Saturday, July 27, 1991 at Nativity of Our Lord Church, at 4:00 P.M.; and

WHEREAS, A celebration dinner in honor of their twenty-fifth wedding anniversary will take place at the Lexington House on July 27, at 7:00 P.M.; and

WHEREAS, Patricia and Raymond Murphy have spent the past twenty-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-fourth day of July in 1991, do hereby extend our heartiest congratulations to Patricia and Raymond Murphy on the very happy occasion of their twenty-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 Patricia and Raymond Murphy.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. LOUIS ANCEL.

WHEREAS, Louis Ancel, a senior partner in the firm of Ancel, Glink, Diamond & Cope and one of the foremost municipal attorneys in Illinois, passed away Tuesday, June 25, 1991 at the age of eighty-four; and

WHEREAS, Mr. Ancel, a man of intelligence and character, devoted his fifty-nine year professional career to serving the legal needs of municipalities in the State; and

WHEREAS, Mr. Ancel, a recognized expert in the area of municipal law, was Secretary of the Constitutional Study Commission and helped plan the Constitutional Convention that wrote the 1970 Illinois Constitution; and

WHEREAS, Mr. Ancel helped write the Home Rule provision of the Constitution, which has been an invaluable legal tool for Chicago and other municipalities in the State for over twenty years; and

WHEREAS, Because of Mr. Ancel's dedicated work, municipalities in Illinois are better able to serve their citizens; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Louis Ancel for his contributions to the legal system in Illinois and the residents of the State and do hereby extend our sincerest condolences to his wife, Harriet; son, Fredric; and daughter, Judith; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Louis Ancel.

*TRIBUTE TO LATE POLICE DETECTIVE
CHARLES P. ANNERINO.*

WHEREAS, Chicago Police Department, Detective Division Area Four, on July 30, 1991 will honor Detective Charles P. Annerino; and

WHEREAS, Detective Annerino, a man of courage and character, was a loyal member of the Department for eight years; and

WHEREAS, Detective Annerino received a Creditable Mention for Outstanding Performance during his distinguished career; and

WHEREAS, Detective Annerino made the ultimate sacrifice and was killed attempting to apprehend a fugitive on October 21, 1954; and

WHEREAS, Detective Annerino through his courageous actions upheld the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do

hereby commemorate Detective Charles P. Annerino for paying the ultimate price to protect the citizens of Chicago, 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 Detective Charles P. Annerino.

*TRIBUTE TO LATE POLICE SERGEANT
THOMAS J. BABBINGTON.*

WHEREAS, Chicago Police Department, Detective Division Area Four, on July 30, 1991 will honor Sergeant Thomas J. Babbington; and

WHEREAS, Sergeant Babbington, a man of courage and character, was a loyal member of the Department for eighteen years; and

WHEREAS, Sergeant Babbington was cited for meritorious conduct and received a Creditable Mention for Outstanding Performance during his distinguished career; and

WHEREAS, Sergeant Babbington made the ultimate sacrifice while trying to apprehend a felon and died on January 26, 1925; and

WHEREAS, Sergeant Babbington through his courageous actions upheld the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Sergeant Thomas J. Babbington for paying the ultimate price to protect the citizens of Chicago, 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 Sergeant Thomas J. Babbington.

TRIBUTE TO LATE MRS. BEATRICE BALLINGER.

WHEREAS, Beatrice Ballinger passed away Friday, July 12, 1991 at the age of sixty-three; and

WHEREAS, Mrs. Ballinger was a woman of intelligence, grace and character who loved life and lived it to the fullest; and

WHEREAS, Mrs. Ballinger was a loving wife to her husband, Robert, and a devoted mother to her four children; and

WHEREAS, Mrs. Ballinger passed on to her children many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Mrs. Ballinger deeply touched the lives of all who knew her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Beatrice Ballinger for her fruitful life, and do hereby extend our sincerest condolences to her husband, Robert; daughter, Vicki Bunting; and sons, Richard, Dale and Joseph Coconato; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Beatrice Ballinger.

TRIBUTE TO LATE MR. JOHN DREISKE.

WHEREAS, John Dreiske passed away Wednesday, July 17, 1991 at the age of eighty-four; and

WHEREAS, Mr. Dreiske, a man of intelligence, talent and character, was one of the foremost political journalists in Chicago; and

WHEREAS, Mr. Dreiske, a graduate of Northwestern University, was a reporter, editor and columnist for several Chicago papers and a political commentator on radio and television during his more than four decades in journalism; and

WHEREAS, Mr. Dreiske was respected by politicians and fellow journalists alike for his knowledge of and insight into politics; and

WHEREAS, In recognition of his long and distinguished career, Mr. Dreiske in 1983 was elected to the Chicago Journalism Hall of Fame; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do

hereby commemorate John Dreiske as one of the greats of Chicago journalism, and do hereby extend our sincerest condolences to his wife, Margaret; daughter, Karin Lindsay; and son, John Jr.; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John Dreiske.

TRIBUTE TO LATE MR. WILLIAM FITZGERALD.

WHEREAS, William Fitzgerald passed away Sunday, July 14, 1991 at the age of sixty-seven; and

WHEREAS, Mr. Fitzgerald was a man of intelligence, energy and character; and

WHEREAS, Mr. Fitzgerald used his considerable talents in the service of his community as a member of the McHenry County Board since 1980; and

WHEREAS, Mr. Fitzgerald's constituents and fellow board members alike respected his integrity and intelligence; and

WHEREAS, Throughout his distinguished career, Mr. Fitzgerald upheld the finest traditions of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate William Fitzgerald for his years of dedicated service to the people of McHenry County, and do hereby extend our sincerest condolences to his wife, Virginia; daughters, Pamela Anne Jensen and Heather Kathleen Fitzgerald; and sons, William Jr. and Kevin; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William Fitzgerald.

*TRIBUTE TO LATE POLICE DETECTIVE
ORESTE GONZALEZ.*

WHEREAS, Chicago Police Department, Detective Division Area Four, on July 30, 1991 will honor Detective Oreste Gonzalez; and

WHEREAS, Detective Gonzalez, a man of courage and character, was a loyal member of the Department for five years; and

WHEREAS, Detective Gonzalez joined the Department after serving in World War II, where he was awarded a Purple Heart Medal; and

WHEREAS, Detective Gonzalez made the ultimate sacrifice and was killed protecting his partner from an armed suspect in 1953; and

WHEREAS, Detective Gonzalez, through his courageous actions upheld the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Detective Oreste Gonzalez for paying the ultimate price to protect the citizens of Chicago, 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 Detective Oreste Gonzalez.

TRIBUTE TO LATE MR. JOSEPH GREENSPAN.

WHEREAS, Joseph Greenspan passed away Tuesday, July 9, 1991 at the age of ninety-two; and

WHEREAS, Mr. Greenspan was a man of intelligence and character who led a long and fruitful life; and

WHEREAS, Mr. Greenspan owned the Chicago Appraisal Service and appraised much of the property on Lake Shore Drive; and

WHEREAS, Mr. Greenspan, who first dabbled in politics under Mayor William Hale Thompson, was best known for his accurate predictions of elections; and

WHEREAS, Mr. Greenspan developed his hobby into a highly accurate polling procedure long before polls gained preeminence in politics and Chicago Mayors from Thompson to Michael Bilandic sought his advice; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do

hereby commemorate Joseph Greenspan as a unique Chicagoan who contributed much to the City's politics over the years, and do hereby extend our sincerest condolences to his wife, Ellen; daughter, Sandra Loebe; and son, Robert; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph Greenspan.

TRIBUTE TO LATE POLICE CAPTAIN RICHARD J. JOYCE.

WHEREAS, Chicago Police Captain Richard J. Joyce passed away Thursday, July 11, 1991 at the age of fifty-nine; and

WHEREAS, Captain Joyce was a man of intelligence and character who faithfully served the Chicago Police Department for thirty-two years; and

WHEREAS, Captain Joyce, a graduate of the F.B.I. National Academy and the Traffic Institute of Northwestern University, served the Department in many capacities, including Commanding Officer of the Narcotics Unit and Commander of the Drug Enforcement Administration for the Department; and

WHEREAS, For his exemplary leadership as head of Drug Enforcement, Captain Joyce received six commendations from the United States Drug Enforcement Administration; and

WHEREAS, During his long and distinguished career, Captain Joyce upheld the finest traditions of the Chicago Police Department and won the respect and admiration of his fellow officers; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Captain Richard J. Joyce for his dedicated service to Chicago and its citizens, and do hereby extend our sincerest condolences to his wife, Florence; and children; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Captain Richard J. Joyce.

TRIBUTE TO LATE MRS. RITA JOYCE.

WHEREAS, Rita Joyce passed away Friday, July 5, 1991 at the age of seventy-four; and

WHEREAS, Mrs. Joyce was a women of intelligence, faith and character who loved life and lived it to the fullest; and

WHEREAS, Mrs Joyce was a loving wife to her husband, the late Daniel O. Joyce, and dedicated mother to her children, to whom she passed on many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Mrs. Joyce also gave of herself to her community through the Saint Cajetan Church Women's Club and the Sharpies senior citizen group; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Rita Joyce for her long and fruitful life, and do hereby extend our sincerest condolences to her daughters, Patricia Gjeldun, Roberta Wilcynski and Maureen George; and sons, Daniel, James, John and State Senator Jeremiah Joyce; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rita Joyce.

TRIBUTE TO LATE MRS. LYNN D. KLAFTER.

WHEREAS, Lynn D. Klafter passed away Tuesday, July 2, 1991 at the age of seventy-three; and

WHEREAS, Mrs. Klafter was a women of intelligence, character and compassion who loved life and lived it to the fullest; and

WHEREAS, Mrs. Klafter had a wonderful sense of humor that endeared her to all; and

WHEREAS, Mrs. Klafter was a loving and devoted wife to her husband, the late Melvin L. Klafter; and

WHEREAS, Mrs. Klafter, who was devoted to the humane treatment of animals, served as a member of several anti-cruelty groups and as one of the

founders and first Chairman of the City's Animal Control Commission in the 1970s; and

WHEREAS, Mrs. Klafter's life served as an inspiration to all who knew her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Lynn D. Klafter for her long and fruitful life and her service to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

*TRIBUTE TO LATE POLICE DETECTIVE
DEWEY L. LITTLETON.*

WHEREAS, Chicago Police Department Detective Division Area Four on July 30, 1991 will honor Detective Dewey L. Littleton; and

WHEREAS, Detective Littleton, a man of courage and character, was a loyal member of the department for twelve years; and

WHEREAS, Detective Littleton received a Creditable Mention for Outstanding Performance during his distinguished career; and

WHEREAS, Detective Littleton after thrusting another Detective out of the line of fire made the ultimate sacrifice and was killed in the line of duty on August 13, 1947; and

WHEREAS, Detective Littleton through his courageous actions upheld the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Detective Dewey L. Littleton for paying the ultimate price to protect the citizens of Chicago, 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 Detective Dewey L. Littleton.

TRIBUTE TO LATE MR. BERNARD M. MAMET.

WHEREAS, Bernard M. Mamet, a Chicago labor attorney for forty years, passed away Tuesday, July 2, 1991; and

WHEREAS, Mr. Mamet, a man of character, intelligence and compassion, employed his considerable talents on behalf of a wide variety of unions during his long career; and

WHEREAS, Mr. Mamet courageously fought for the workers' right to organize, picket, strike, collect benefits and gain pay increases; and

WHEREAS, Mr. Mamet strongly believed in the rights of working men and women and worked tirelessly to promote and defend those rights; and

WHEREAS, Countless workers have benefited over the years from Mr. Mamet's work; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Bernard Mamet for his invaluable service to the working men and women of this country, and do hereby extend our sincerest condolences to his wife, Judy; his sons, David, Robert and Tony; and his daughters, Lynn Weisberg and Julie; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Bernard M. Mamet.

TRIBUTE TO LATE STATE SENATOR STEVEN NASH.

WHEREAS, The Honorable Steven Nash, former Illinois State Senator and Representative, passed away Friday, July 5, 1991 at the age of fifty-two; and

WHEREAS, Senator Nash, a man of intelligence and character, faithfully served in the Illinois General Assembly during the 1970's and 1980's; and

WHEREAS, During his tenure in office, Senator Nash proved himself to be a dedicated and principled public servant; and

WHEREAS, Senator Nash was also a loyal and popular member of the Democratic Party; and

WHEREAS, The residents of his district and the people of Illinois benefitted greatly from Senator Nash's strong leadership; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Senator Steven Nash for his dedicated service to the State of Illinois and its citizens, and do hereby extend our sincerest condolences to his sister, Kathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Senator Steven Nash.

*TRIBUTE TO LATE POLICE DETECTIVE
WILLIAM F. PENNEY.*

WHEREAS, Chicago Police Department Detective Division Area Four on July 30, 1991 will honor Detective William F. Penney; and

WHEREAS, Detective Penney, a man of courage and character, was a loyal member of the Department for twelve years; and

WHEREAS, Detective Penney was cited for meritorious conduct and received a Creditable Mention for Outstanding Performance during his distinguished career; and

WHEREAS, Detective Penney made the ultimate sacrifice and was killed in the line of duty on July 24, 1934; and

WHEREAS, Detective Penney through his courageous actions upheld the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Detective William F. Penney for paying the ultimate price to protect the citizens of Chicago, 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 Detective William F. Penney.

TRIBUTE TO LATE MRS. MARTHA OTT PULLIAM.

WHEREAS, Martha Ott Pulliam passed away Thursday, July 11, 1991 at the age of one hundred; and

WHEREAS, Mrs. Pulliam was a woman of intelligence, energy and character who lived a long and fruitful life; and

WHEREAS, Mrs. Pulliam was a source of strength and inspiration to her large extended family; and

WHEREAS, Mrs. Pulliam lived most of her life in Franklin, Indiana, where she contributed much to the community and was one of its leading citizens; and

WHEREAS, Mrs. Pulliam, a graduate of Franklin College, was publisher of the *Reporter* newspaper in Lebanon, Indiana from the early 1940's until this year; and

WHEREAS, Mrs. Pulliam lived her long life to the fullest with grace and dignity; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Martha Ott Pulliam for her long and distinguished life, and do hereby extend our sincerest condolences to her family, including United States Vice President Dan Quayle; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Martha Ott Pulliam.

TRIBUTE TO LATE JUDGE EMANUEL A. RISSMAN.

WHEREAS, Retired Judge Emanuel A. Rissman passed away Wednesday, July 17, 1991 at the age of eighty; and

WHEREAS, Judge Rissman, a man of intelligence and character, believed in the ability of individuals to represent themselves in court; and

WHEREAS, Judge Rissman was a Judge in the Cook County Small Claims Court from its creation in 1972 until his retirement in 1986, during which time his court became a model for small claims courts; and

WHEREAS, Judge Rissman also authored a book on small claims court and lectured extensively on court procedures; and

WHEREAS, In recognition of his work, Judge Rissman in 1983 was awarded the Franklin N. Flaschner Award for Special Court Judges by the National Conference of Special Court Judges; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Judge Emanuel A. Rissman for his unique and invaluable contributions to the legal profession, and do hereby extend our sincerest condolences to his daughter, Susan Sussman; and son, Arthur; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge Emanuel A. Rissman.

TRIBUTE TO LATE MR. VERNON F. ROBINSON.

WHEREAS, Vernon F. Robinson passed away Sunday, July 7, 1991 at the age of fifty-seven; and

WHEREAS, Mr. Robinson, a man of intelligence, energy and character, was a talented and dedicated educator; and

WHEREAS, Mr. Robinson spent over thirty years as an educator in Chicago, twenty as Principal of Duke Ellington Elementary School; and

WHEREAS, Mr. Robinson believed in his students and through personal inspiration and innovative programs instilled in them a desire to learn; and

WHEREAS, In recognition of his contributions, Mr. Robinson was awarded the Whitman Award for Excellence in Education Management in 1989; and

WHEREAS, Countless students over the years have benefitted from Mr. Robinson's work; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Vernon F. Robinson for his invaluable contributions to education in Chicago, and do hereby extend our sincerest condolences to his wife, Bonita; son, Vernon II; and daughters, Trina and Alisa; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Vernon F. Robinson.

TRIBUTE TO LATE MRS. IRENE M. SMITH.

WHEREAS, Irene M. Smith passed away Saturday, June 22, 1991 at the age of sixty-seven; and

WHEREAS, Mrs. Smith was a woman of intelligence, energy and compassion who used her considerable talents for the benefit of others; and

WHEREAS, Mrs. Smith, who received her Master's Degree in Social Work from the University of Illinois Jane Addams School of Social Work, devoted her life to serving others; and

WHEREAS, For over two decades Mrs. Smith was Executive Director of the Hyde Park Neighborhood Club, where she instituted numerous programs for the benefit of the area's residents, particularly the elderly; and

WHEREAS, Through her efforts, Mrs. Smith was a positive force in the lives of many people and contributed greatly to life in the city; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Irene M. Smith for her dedicated service to the people of her community, and do hereby extend our sincerest condolences to her husband, Jay; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Irene M. Smith.

TRIBUTE TO LATE MRS. ELIZABETH SURIA.

WHEREAS, Elizabeth Suria passed away Tuesday, July 2, 1991 at the age of sixty; and

WHEREAS, Mrs. Suria was a woman of character, intelligence and compassion who dedicated herself to her family and others; and

WHEREAS, Mrs. Suria was a loving wife to her husband and a devoted mother to her children, to whom she passed on many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Mrs. Suria gave freely of herself to others as a volunteer at Oak Forest Hospital and as a school secretary and special education teacher's aide; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Elizabeth Suria for her devotion to her family and others, and do hereby extend our sincerest condolences to her husband, Judge Fred G. Suria Jr.; son, Fred III; and daughters, Jo Ann Suria-Waldo, Rebecca Ringer and Susan; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elizabeth Suria.

TRIBUTE TO LATE MR. CHARLES A. WHELPLEY.

WHEREAS, Charles A. Whelpley passed away Friday, July 19, 1991 at the age of sixty-three; and

WHEREAS, Mr. Whelpley, a man of character and intelligence, had a long and distinguished career with the City of Chicago; and

WHEREAS, As an employee of the city from 1955 to 1971 and again from 1979 to 1991, Mr. Whelpley was respected for his ability and dedication; and

WHEREAS, Mr. Whelpley served the city in a number of capacities and through talent and hard work rose through the ranks to the position of Deputy Comptroller; and

WHEREAS, As Deputy Comptroller, Mr. Whelpley carried out his important duties in an efficient and highly professional manner; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Charles A. Whelpley for his invaluable contributions to Chicago and its citizens, and do hereby extend our sincerest condolences to his wife, Vivian; son, William; and daughter, Wendy Massingill; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles A. Whelpley.

*CHICAGO BOARD OF EDUCATION URGED TO
RECONSIDER DECISION TO CLOSE
RICHARDS VOCATIONAL
HIGH SCHOOL.*

WHEREAS, The Chicago Board of Education has proposed closing Richards Vocational High School; and

WHEREAS, As a vocational school, Richards provides skills that are in great demand in our economy to students who might not be able to find work without such skills; and

WHEREAS, Richards' utilization rate for 1990 was 103 percent and its dropout rate was 29.1 percent, well below the 45.5 percent average dropout rate for the Chicago Public Schools; and

WHEREAS, In 1984 Richards was cited by the North Central Association for the superior quality of its programs and its personalized learning environment; and

WHEREAS, Richards has also received a Carnegie Foundation Grant for its student mentorship program, an Oppenheimer Foundation Award, and a Joyce Foundation Grant; and

WHEREAS, The Board of Education recently invested over \$1 Million in taxpayer's money to rehabilitate a building intended to be used as a facility for Richards; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby urge the Board of Education to reconsider its decision to close Richards Vocational High School in light of the importance and excellence of the school's education programs and the amount of taxpayer's money recently invested in the school; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Board of Education.

*OCTOBER 25 AND 26, 1991 DECLARED "KNIGHTS OF
COLUMBUS DAYS FOR THE RETARDED
IN CHICAGO".*

WHEREAS, Providing treatment and care of the mentally retarded has been a special project for assistance of the Illinois State Council of the Knights of Columbus; and

WHEREAS, For the past twenty-two years, the state and local councils of the Knights have conducted an annual program in the communities of Illinois, with proceeds of the endeavor donated to not-for-profit agencies serving retarded children and adults; and

WHEREAS, The Illinois sponsorship of this humanitarian cause and the generous public response has motivated forty-three other states to activate similar campaigns, providing much needed help to the afflicted; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby declare October 25 and 26, 1991 to be Knights of Columbus Days for the Retarded in Chicago, and do hereby urge all Chicagoans to be cognizant of the special fundraising events arranged for this time; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

*CONGRATULATIONS EXTENDED TO HAWTHORNE RACE
COURSE ON ITS ONE HUNDREDTH
ANNIVERSARY.*

WHEREAS, Hawthorne Race Course will begin its one hundredth year of horse racing on October 10, 1991; and

WHEREAS, Hawthorne Race Course is the oldest race track in the State of Illinois and the fifth oldest in the United States; and

WHEREAS, Hawthorne Race Course is one of the few family-owned tracks in the country; and

WHEREAS, Hawthorne Race Course is a valuable economic asset to the Chicago area and the State, providing both jobs and revenue; and

WHEREAS, Hawthorne Race Course also provides thousands of racing fans an opportunity to enjoy the sport in a clean, friendly environment; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby honor Hawthorne Race Course for its century of contributions to the economic and sporting life of the Chicago area; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

*OFFICIALS OF SAINT GALLEN, SWITZERLAND INVITED TO
VISIT CHICAGO AND JOIN IN SAINT PATRICK'S
DAY CELEBRATION, MARCH 17, 1992.*

WHEREAS, The town of Saint Gallen, Switzerland, this year celebrates the seven hundredth anniversary of the Swiss Confederation; and

WHEREAS, The origins of the town's former Benedictine Abbey go back to the year 612, when the Irish monk Saint Gall established the monastery from which the town grew; and

WHEREAS, In the seventh century, the Baroque buildings of the Abbey housed many pilgrim Irish who were scholars and teachers; and

WHEREAS, The Abbey Library of Saint Gallen, unlike many other monastery libraries whose contents have been scattered, has remained virtually intact with a large number of manuscripts from the time of Saint Gall; and

WHEREAS, Accumulated in the Abbey Library is a large collection of Irish manuscripts from the seventh, eighth and ninth centuries, including early Bibles and Gospels hand-painted in Ireland; and

WHEREAS, In 1983, after a long and eventful history, the Cathedral of Saint Gallen and the entire Abbey District were entered by U.N.E.S.C.O. into the list of the world's cultural monuments; and

WHEREAS, The Swiss town of Saint Gallen will celebrate its Irish heritage in 1992; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby extend a cordial invitation to the officials of Saint Gallen to visit Chicago, be recognized by the city and join in the celebration of Saint Patrick's Day, March 17, 1992; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN HUELS (11th Ward):**

TRIBUTE TO LATE HONORABLE WILLIAM A. MARGALUS.

WHEREAS, The Honorable William A. Margalus passed away Friday, June 28, 1991 at the age of eighty-five; and

WHEREAS, Mr. Margalus, a man of intelligence and character, served in the Illinois General Assembly from 1977 to 1982; and

WHEREAS, Mr. Margalus was a valued and respected examiner for the Illinois Department of Financial Institutions for twenty-five years; and

WHEREAS, Mr. Margalus was active in the Republican organization in his Bridgeport community; and

WHEREAS, Mr. Margalus dedicated himself to serving the State of Illinois and the residents of his community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate William A. Margalus for his service to the State of Illinois and its residents, and do hereby extend our sincerest condolences to his wife, Agnes; son, Bill; and daughter, Bonnie Hickey Derwinski; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William A. Margalus.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN RUGAI (19th Ward):**

**CONGRATULATIONS EXTENDED TO FATHER RAYMOND
GOEDERT ON HIS ELEVATION TO OFFICE
OF AUXILIARY BISHOP FOR
ARCHDIOCESE OF
CHICAGO.**

WHEREAS, Father Raymond Goedert on August 29, 1991 will be elevated to the office of Auxiliary Bishop for the Archdiocese of Chicago by His Eminence Joseph Cardinal Bernardin; and

WHEREAS, Father Goedert, a graduate of Quigley and Mundelein Seminaries, was ordained a Priest in 1952 and went on to earn a Licentiate in Canon Law from the Gregorian University in Rome; and

WHEREAS, Father Goedert has served the Catholic Church in a number of positions, including Pastor of Saint Barnabas Parish, President of the Canon Law Society of America, Chairman of the Association of Chicago Priests, and, most recently, Vicar for Priests for the Archdiocese of Chicago; and

WHEREAS, Father Goedert's humility, kindness and spirituality have served as an inspiration to the thousands of lives he has touched over the years; and

WHEREAS, In recognition of Father Goedert's exemplary service to the Church and his strong spiritual leadership, Pope John Paul II has recommended that he be elevated to the office of Auxiliary Bishop for the Archdiocese of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled here this twenty-fourth day of July, 1991, do hereby honor Father Raymond Goedert on the occasion of his elevation to the office of Auxiliary Bishop; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Father Raymond Goedert.

Presented By

ALDERMAN COLEMAN (16th Ward):

TRIBUTE TO LATE MRS. DEANNER HOOKER.

WHEREAS, Mrs. Deanner Hooker, resident of the 16th Ward for thirty-three (33) years, passed away Wednesday, July 10, 1991 at the age of seventy-three; and

WHEREAS, Mrs. Hooker, a woman of great character, faithfully served as the Church Mother of the Unity Church of God in Christ also for thirty-three years; and

WHEREAS, During her membership at the Unity C.O.G.I.C., she became an outstanding example to the young people of her community; and

WHEREAS, The residents of the 52nd Precinct of the 16th Ward appreciate the loyalty and respect shown by her toward her community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in a meeting assembled this twenty-fourth day of July, 1991, do hereby commemorate Mrs. Deanner Hooker for her dedicated services to her community, church, and family, and do hereby extend our sincerest condolences to her children; Arthur Lee, Grover Cleveland, Charlie Ray, Nebraska, James Earl and Dorothy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mrs. Deanner Hooker.

Presented By

ALDERMAN STREETER (17th Ward):

**WEEK OF NOVEMBER 3 THROUGH 10, 1991,
PROCLAIMED "CHICAGO -- ACCRA WEEK".**

WHEREAS, The City of Chicago and the City of Accra, Ghana, West Africa, have engaged in exchanges involving identification of opportunities

for economic development, public works projects and scientific and technical education; and

WHEREAS, The City of Chicago and the City of Accra, Ghana on the basis of friendly cooperation, equality and mutual benefit, are promoting and broadening economic cooperation and trade relations between the two cities. In addition, they will carry out wide exchanges in such fields as science and technology, culture and education, sports and health and others to promote their prosperity and contribute toward further developing friendship between the peoples of the two countries; and

WHEREAS, In 1989, the City of Chicago and the City of Accra acknowledged each other as Sister Cities; and

WHEREAS, The Mayor and the members of the City Council of the City of Chicago on April 12, 1991, proclaimed the week of July 21 through 28, 1991 Chicago-Accra Week; and

WHEREAS, Due to conflict in scheduling, this week has been changed to November 3 through November 10; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this twenty-fourth day of July, 1991, hereby declare on behalf of the citizens of Chicago, our esteem and friendship to the City of Accra, Ghana and its citizens; and

Be It Further Resolved, That in honor of its Sister City Accra, the City of Chicago does hereby proclaim the week of November 3, 1991 "the Chicago-Accra Week"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared by the City Clerk and transmitted to The Honorable E. T. Mensah, Mayor of Accra, Ghana for presentation to the governing body of Accra as a token of our esteem.

Presented By

ALDERMAN RUGAI (19th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
MICHAEL HICKEY ON THEIR FIFTIETH
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Michael Hickey will celebrate their fiftieth

wedding anniversary on August 30, 1991; and

WHEREAS, Michael Sylvester Hickey married Monica (Mona) Therese Fahey on August 30, 1941 at Saint Jarlath's Catholic Church; and

WHEREAS, The union of their marriage brought their fine family into the world: Laurence (Larry) Hickey, Michael S. Hickey, Jr. and Catherine Hickey Carey; and

WHEREAS, Mike and Mona are the proud grandparents of Bridie Hickey Burke, Colleen Hickey, Michael Hickey, III, Patrick Hickey, Kevin Carey, Kathleen Hickey, Monica Carey, Jaclyn Carey and Laurence Hickey; and

WHEREAS, Mike and Mona will celebrate this joyous occasion with their fine family and friends on August 31, 1991 at Ridge Country Club; and

WHEREAS, Mike and Mona exemplify the goals to which we all aspire, typifying the togetherness, warmth and mutual accomplishment that are the key factors in their enviable fifty years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here on the twenty-fourth day of July, 1991, do hereby congratulate Mr. and Mrs. Mike Hickey on their golden wedding anniversary, and extend our most sincere wishes for many years of happiness and prosperity together; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Michael Hickey.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MRS. IDA BELL MOULTRY.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mrs. Ida Bell Moultry, outstanding citizen of Chicago's south side, May 13, 1991; and

WHEREAS, Born July 22, 1897, in Minter, Alabama, Ida Bell Moultry was married to the late Samuel Moultry for over fifty years. When she moved to Chicago she became highly visible and active in her community

and especially in Fidelity Baptist Church, where she served as singer, teacher and, eventually, Mother of the Church; and

WHEREAS, Ida Bell Moultry leaves to mourn two of her three sons, five grandchildren, four great-grandchildren, and a host of nieces, nephews, other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this twenty-fourth day of July, 1991, A. D., do hereby express our sorrow on the passing of Mrs. Ida Bell Moultry, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Ida Bell Moultry.

Presented By

ALDERMAN EVANS (21st Ward):

**CONGRATULATIONS EXTENDED TO THE THIGPEN FAMILY
ON THEIR NINTH BI-ANNUAL FAMILY REUNION.**

WHEREAS, The Thigpen family will be conducting their ninth bi-annual family reunion, to be held in Chicago, Illinois on July 24 -- 28, 1991 for a second time; and

WHEREAS, The roots of the Thigpen family are in Jasper County, Mississippi, but family members now reside throughout the entire United States and various portions of the world; and

WHEREAS, The Thigpen family has made significant contributions to education and the economic well-being of Chicago; now, therefore,

Be It Resolved, That the Chicago City Council congratulates Wilbert Thigpen, President of the Chicago Chapter and the entire Thigpen family as they commemorate their family heritage.

Presented By

ALDERMAN BURRELL (29th Ward):

TRIBUTE TO LATE MR. JAMES BEARDON.

WHEREAS, The Almighty God in his infinite and profound wisdom called our friend James Beardon to his eternal rest on Thursday, July 11, 1991; and

WHEREAS, James was a man of character and intelligence who was loved and respected by all who knew him; and

WHEREAS, James served as a Precinct Captain in the 38th Precinct of the 29th Ward for many years; and

WHEREAS, James, being an active community worker, did all he could do to make the community a better and safer place to live; and

WHEREAS, James leaves a distinguished legacy of love and caring for his family and friends; now, therefore,

Be It Resolved, By the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., that we do hereby mourn his passing and extend our sincere condolences to his loved ones; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to his family for his memoirs.

Presented By

ALDERMAN BIALCZAK (30th Ward):

**CONGRATULATIONS EXTENDED TO FIREFIGHTER
RAY CABALLERO FOR HIS HEROIC
LIFE-SAVING ACTION.**

WHEREAS, On June 30, 1991, Chicago Firefighter Ray Caballero, while at home preparing to go on duty, heard a desperate cry for help next door and reacted swiftly and without any hesitation; and

WHEREAS, With no professional fire fighting equipment available, and with no thought of his own personal safety, Ray Caballero braved life-threatening flames and hazardous smoke to rescue eighty-three year old Vivian Syverson from her burning apartment; and

WHEREAS, Ray Caballero carried Vivian Syverson to safety and immediately performed cardiopulmonary resuscitation which sustained her until emergency medical assistance arrived on the scene; and

WHEREAS, In the course of this heroic effort, Ray Caballero suffered second and third degree burns and was eventually hospitalized at Loyola Medical Center in Maywood; and

WHEREAS, Ray Caballero is a three-year veteran of the Chicago Fire Department serving most recently at the Engine 86 Fire Station at Harlem and Irving; and

WHEREAS, Heroism always inspires awe and respect. Ray Caballero's outstanding act of heroism, performed at great personal risk without question or self-concern, instills great pride in all Chicagoans and their leaders; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby offer our gratitude, our admiration and our congratulations to Chicago Firefighter Ray Caballero on his heroic effort to save the life of Vivian Syverson and extend to this outstanding citizen our very best wishes for all success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Firefighter Ray Caballero.

Presented By

ALDERMAN MELL (33rd Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
EDWARD ANDREWS ON THEIR GOLDEN
WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Edward Andrews, outstanding residents of Chicago's great 33rd Ward, are celebrating fifty golden years of wedded bliss on August 2, 1991; and

WHEREAS, Angeline and Edward Andrews were married August 2, 1941, at Saint Hedwig's Roman Catholic Church. The solidity and strength of their marriage as well as their highly visible and active participation in their community have been a stabilizing factor in our City; and

WHEREAS, Angeline and Edward Andrews are devoted parents of Mrs. Joyce (Doug) Benson of Minneapolis, who joins their many friends and neighbors in celebration of this great occasion; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby congratulate Mr. and Mrs. Edward Andrews as they celebrate their golden wedding anniversary, and extend to these fine citizens 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 Mr. and Mrs. Edward Andrews.

Presented By

ALDERMAN AUSTIN (34th Ward):

**CONGRATULATIONS EXTENDED TO MRS. WILLA BAKER
ON HER ONE HUNDREDTH BIRTHDAY.**

WHEREAS, Mrs. Willa Baker, an enthusiastic, active and much-loved resident of Chicago's great Morgan Park community, celebrates her one hundredth birthday on July 28, 1991; and

WHEREAS, Born July 28, 1891, in Nashville, Tennessee, this great lady moved to Chicago and married Mr. Elmore Baker in 1951. The couple settled in Morgan Park, where Mrs. Baker has been residing ever since; and

WHEREAS, Highly visible and dedicated to her community, Mrs. Willa Baker remains an active member of Emanuel Baptist Church, and she is also a member of the Eastern Star. Her contributions to the Blue Ribbon Club and the Morgan Park Rose Society have earned her many lasting friendships. She is also a charter member of the Jeanette Smith Club and of the July Club; and

WHEREAS, An outstanding family person, Mrs. Willa Baker had four stepchildren, one of whom -- Elsie Beaty -- is celebrating this great occasion

with her, and a niece, Henrietta Price. They join her many friends in honor of a citizen who knows well the meaning of spiritual and community dedication; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby express our heartiest congratulations to Mrs. Willa Baker as she celebrates her one hundredth birthday on July 28, 1991, and extend to this fine citizen our very best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Willa Baker.

Presented By

ALDERMAN CULLERTON (38th Ward):

**CONGRATULATIONS EXTENDED TO MR. THOMAS
J. OOMENS ON ACHIEVING RANK OF
EAGLE SCOUT.**

WHEREAS, Thomas J. Oomens, a fine young citizen of Chicago's great northwest side, is being elevated to the rank of Eagle Scout, the highest award in scouting, in recognition that Thomas has mastered his scouting skills; and

WHEREAS, A member of Saint Bartholomew Parish, Boy Scout Troop 935, Thomas J. Oomens will receive the Eagle Award on Sunday, September 15, 1991; and

WHEREAS, Thomas J. Oomens represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby offer our heartiest congratulations to Thomas J. Oomens on having achieved the exalted rank of Eagle Scout, and extend to this bright young citizen our best wishes for a happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas J. Oomens.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE DR. RICHARD J. KAFKA.

WHEREAS, God in his infinite wisdom has called to his eternal reward Dr. Richard J. Kafka, noted optometrist and owner of the Edgebrook Vision Center, 5315 West Devon Avenue in Chicago; and

WHEREAS, After receiving his medical degree from the Illinois College of Optometry, Dr. Richard J. Kafka had an office on Chicago Avenue before opening the Edgebrook Vision Center in 1970. In addition to his civic and neighborhood involvement, Dr. Kafka enjoyed great respect in Chicago's great northwest side community; and

WHEREAS, Dr. Richard J. Kafka leaves his wife, Rosemary; two daughters, Mary Beth Kroll and Christine Vicere; two sons, Robert and Richard; two grandchildren, and a host of other 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-fourth day of July, 1991, A.D., do hereby express our sorrow on the passing of Dr. Richard J. Kafka, and extend to his family our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Richard J. Kafka.

**CONGRATULATIONS EXTENDED TO POLICE COMMANDER
NESTOR W. CHAKONAS ON HIS RETIREMENT AFTER
THIRTY-SEVEN YEARS OF DEDICATED SERVICE
WITH CHICAGO POLICE DEPARTMENT.**

WHEREAS, Chicago Police Commander Nestor W. Chakonas, indeed one of our town's "Finest" and most dedicated public servants, is retiring August 28, 1991 after almost four decades of safeguarding a grateful public; and

WHEREAS, Nestor W. Chakonas joined the Chicago Park District Police Department in 1954. That organization was merged with the Chicago Police Department five years later. He became a Sergeant in August, 1969 and was promoted to Lieutenant in April, 1976. He was Commander of the Rogers Park District from 1981 through the first part of 1988, and in April, 1988, moved to command the 16th Police District on Chicago's great northwest side; and

WHEREAS, Commander Nestor W. Chakonas represents the highest standard of public service. His distinguished career will long serve as a model for those who follow; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby express our gratitude and our congratulations to Chicago Police Commander Nestor W. Chakonas as he retires after some thirty-seven years of outstanding public service, and extend to this fine citizen our very best wishes for much success and prosperity in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Chicago Police Commander Nestor W. Chakonas.

Presented By

ALDERMAN O'CONNOR (40th Ward):

**CONGRATULATIONS EXTENDED TO POLICE OFFICER
STEPHEN CARYNSKI ON HIS RETIREMENT
AFTER THIRTY-SIX YEARS OF
DEDICATED SERVICE WITH
CHICAGO POLICE
DEPARTMENT.**

WHEREAS, Stephen Carynski was appointed to the Chicago Police Department on August 22, 1955; and

WHEREAS, Officer Stephen Carynski joined the forces of the 20th Police District on December 16, 1961; and

WHEREAS, Officer Stephen Carynski has received one Department Commendation, One Honorable Mention and seven Complimentary Letters from the citizens he served during his career; and

WHEREAS, Officer Stephen Carynski has assumed the responsibility of Crossing Guard Coordinator for the 20th Police District for the past twenty-three years; and

WHEREAS, Officer Stephen Carynski has survived remarkably well during those twenty-three years considering he was the boss of twenty-five women and one gentleman; and

WHEREAS, While diligently serving the citizens of Chicago, Officer Carynski also managed to be a devoted husband to his wife, Anna Lee and a loving father to Jill, Stevie, Guy, Russell and Jerry and also a loving grandfather; and

WHEREAS, Officer Stephen Carynski will give up his Star Number 2816 and will retire from the Chicago Police Department on September 8, 1991, and will commence full-time family life, enjoying his second home in Power Lake, Wisconsin, boating, snowmobiling and dancing; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this twenty-fourth day of July, A.D., 1991, do hereby offer our thanks and best wishes for a long and happy retirement to Officer Stephen Carynski; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Officer Stephen Carynski.

CONGRATULATIONS EXTENDED TO MR. AND MRS.
JOSEPH HERREWEYERS ON THEIR
SEVENTIETH WEDDING
ANNIVERSARY.

WHEREAS, Leontina Herreweyers and Joseph Herreweyers were married on July 8, 1921; and

WHEREAS, Joseph was from the Netherlands and Leontina was from Belgium; and

WHEREAS, Leontina and Joseph were married in the town of Saint John Steen in Saint John the Baptist Church; and

WHEREAS, Leontina and Joseph had four children, namely Alfred, Helena, Roland and the late August; and

WHEREAS, Leontina and Joseph have nine grandchildren and many great-grandchildren; and

WHEREAS, Leontina and Joseph began their life together in Holland; and

WHEREAS, Leontina and Joseph moved back and forth between Holland and the United States for many years; and

WHEREAS, Leontina and Joseph returned to the United States in 1950 after World War II; and

WHEREAS, Leontina and Joseph have lived in the United States ever since 1950 and at their present address, 5418 North Ashland Avenue, for many, many years; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this twenty-fourth day of July, A.D., 1991, do hereby offer our heartiest congratulations and best wishes to Leontina and Joseph Herreweyers on their seventieth wedding anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Leontina and Joseph Herreweyers.

Presented By

ALDERMAN DOHERTY (41st Ward):

**CONGRATULATIONS EXTENDED TO MR. DAVID
L. KUSAR ON ACHIEVING RANK OF
EAGLE SCOUT.**

WHEREAS, David L. Kusar, a fine young citizen of Chicago's great northwest side, is being elevated to the rank of Eagle Scout, the highest award in scouting, in recognition that David has mastered his scouting skills; and

WHEREAS, A member of the Edison Park United Methodist Church, Boy Scout Troop 849, David L. Kusar will be presented with his new rank in award ceremonies scheduled for August; and

WHEREAS, A graduate of Notre Dame High School, David L. Kusar excelled in band, varsity wrestling, long distance running and a myriad of healthful and constructive activities. Following the presentation of his new rank, David will enter the Armed Forces; he has enlisted in the United States Army; and

WHEREAS, David L. Kusar represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby offer our heartiest congratulations to David L. Kusar on having achieved the exalted rank of Eagle Scout, and extend to this bright young citizen our best wishes for a happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to David L. Kusar.

**CONGRATULATIONS EXTENDED TO MR. THOMAS
M. KUSAR ON ACHIEVING RANK OF
EAGLE SCOUT.**

WHEREAS, Thomas M. Kusar, a fine young citizen of Chicago's great northwest side, is being elevated to the rank of Eagle Scout, the highest award in scouting, in recognition that Thomas has mastered his scouting skills; and

WHEREAS, A member of the Edison Park United Methodist Church, Boy Scout Troop 849, Thomas M. Kusar will receive the Eagle Award in ceremonies scheduled for August; and

WHEREAS, A sophomore at Holy Cross, Thomas M. Kusar is fourteen years old. He plays football and is a member of the school band in addition to his scholastic achievements. He is also active in the Order of the Arrow, an honor organization of campers; and

WHEREAS, Thomas M. Kusar represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby offer our heartiest congratulations to Thomas M. Kusar on having achieved the exalted rank of Eagle Scout, and extend to this bright young citizen our best wishes for a happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas M. Kusar.

*CONGRATULATIONS EXTENDED TO MR. DOUGLAS
PRINE, JR. ON ACHIEVING RANK
OF EAGLE SCOUT.*

WHEREAS, Douglas Prine, Jr., a fine young citizen of Chicago's great northwest side, is being elevated to the rank of Eagle Scout, the highest award in scouting, in recognition that Douglas has mastered his scouting skills; and

WHEREAS, A member of the Edison Park United Methodist Church, Boy Scout Troop 849, Douglas Prine, Jr. will be presented with his new rank in award ceremonies scheduled for August; and

WHEREAS, Douglas Prine, Jr. is a graduate of Luther North High School and enrolled in the Honors Program of Northeastern University. He is also an active and helpful volunteer at the Norwood Park Historical Society; and

WHEREAS, Douglas Prine, Jr. represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby offer our heartiest congratulations to Douglas Prine, Jr. on having achieved the exalted rank of Eagle Scout, and extend to this bright young citizen our best wishes for a happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Douglas Prine, Jr.

Presented By

**ALDERMAN DOHERTY (41st Ward) And
ALDERMAN M. SMITH (48th Ward):**

**CONGRATULATIONS EXTENDED TO MR. AND MRS.
JACK TIPRE ON THEIR GOLDEN WEDDING
ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Jack Tipre, outstanding residents of Chicago's great northwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Louise and Jack Tipre were married July 19, 1941, at Olivet Church in Chicago. Jack was a professional baker for almost four decades before his retirement: twenty-two years at Piper's Bakery and seventeen years with Jewel Food Stores. Louise, a homemaker, has always been highly visible in their community. Both are active members of Immaculate Conception Church; and

WHEREAS, Louise and Jack Tipre exemplify the solidity and strength of family life. They have seven children: Marilyn, Louise, Jack, Joseph, Cathleen, Charles and Robert, and (to date) eighteen grandchildren, and they 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 this twenty-fourth day of July, 1991, A.D., do hereby congratulate Mr. and Mrs. Jack Tipre as they celebrate their golden wedding anniversary, and extend to this beautiful couple 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 Mr. and Mrs. Jack Tipre.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN EISENDRATH (43rd Ward):**

TRIBUTE TO LATE MR. RALPH AMODEO.

WHEREAS, Almighty God in his infinite mercy and wisdom called Ralph

Amodeo to his eternal reward on Wednesday, the third of July, nineteen hundred and ninety-one; and

WHEREAS, Mr. Amodeo was a longtime resident of the Taylor Street neighborhood on Chicago's west side; and

WHEREAS, Mr. Amodeo was a noted restaurateur who helped to popularize lasagna in Chicago in the 1930's; and

WHEREAS, At one time, Mr. Amodeo and his family owned and operated fifteen restaurants under the Papa Milano name; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-fourth day of July, nineteen hundred and ninety-one, do hereby express our deepest sympathy at the passing of Ralph Amodeo, and do also extend to his beloved sons, Carmen and Ralph Jr.; his two daughters, Louis Greco and Mary Santeramo; his fourteen grandchildren; his twenty-five great-grandchildren; and his two great-great-grandchildren, our deepest and most heartfelt condolences on the occasion of their profound loss. Mr. Ralph "Papa Milano" Amodeo 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 Ralph Amodeo.

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 Allen Carr and Commissioner Joseph I. Woods; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-fourth day of July, 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; her father, Warren; and her mother, State Representative Jane M. Barnes, 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.

TRIBUTE TO LATE MR. EUGENE SEGAL.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Eugene Segal to his eternal reward on Saturday, the thirteenth day of July, nineteen hundred and ninety-one; and

WHEREAS, Mr. Eugene Segal was a graduate of the School of the Art Institute; and

WHEREAS, Mr. Eugene Segal was a combat veteran of World War II; and

WHEREAS, Mr. Eugene Segal was President of the Old Town Council for many years and he helped the Old Town community grow into an arts and entertainment center; and

WHEREAS, Mr. Eugene Segal, born into the antiques business his family has operated for ninety-six years, was the proprietor of Gene Segal Antiques which was located in Old Town for many years; and

WHEREAS, In the late 1960's, Mr. Eugene Segal moved his business to 431 North Wells Street in River North; and

WHEREAS, Under Mr. Segal's supervision, the building at 431 North Wells Street became widely known as the world's largest antique store; and

WHEREAS, Mr. Eugene Segal also devoted much time, effort and financial support to charity, including Irv Kupcinec's Purple Heart Cruise and many more; and

WHEREAS, Mr. Eugene Segal also devoted many hours of volunteer work to various hospitals and nursing homes; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-fourth day of July, nineteen hundred and ninety-one, do hereby express our deepest sympathy at the passing of Mr. Eugene Segal, and do also extend to his beloved sister, Marian Alk, our deepest and most heartfelt condolences on the occasion of her profound loss. Mr. Eugene "Gene" Segal will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Eugene Segal.

*CONGRATULATIONS EXTENDED TO THE ARTS CLUB OF
CHICAGO ON ITS SEVENTY-FIFTH ANNIVERSARY.*

WHEREAS, Since 1916, The Arts Club of Chicago has played a pivotal role in the history of the public presentation of avant-garde art in the Midwest; and

WHEREAS, The Arts Club of Chicago offered the first Midwest exhibitions of many of the greatest artists of the 20th Century; and

WHEREAS, The Arts Club of Chicago is celebrating its seventy-fifth anniversary with a series of free public programs featuring internationally-acclaimed musicians, artists, critics and authors; and

WHEREAS, The Arts Club of Chicago is organizing their seventy-fifth anniversary lecture series in affiliation with three of Chicago's most distinguished cultural and educational institutions: The David and Alfred Smart Museum of Art; the Illinois Institute of Technology's Institute of Design; and Northwestern University; and

WHEREAS, To celebrate The Arts Club of Chicago's seventy-fifth anniversary and the grand opening of the Harold Washington Library, The Arts Club of Chicago is sponsoring a special free performance of Shakespeare's monologues featuring renowned screen and stage actress Claire Bloom at the Harold Washington Library on October 22, 1991; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-fourth day of July, nineteen hundred and ninety-one, do hereby honor and congratulate The Arts Club of Chicago on the occasion of their seventy-fifth anniversary, and do also extend our deepest gratitude for all that The Arts Club of Chicago has done to promote the arts in Chicago and throughout the Midwest; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The Arts Club of Chicago.

*CONGRATULATIONS EXTENDED TO THE NORTH
DEARBORN ASSOCIATION ON ITS
THIRTY-THIRD ANNUAL
GARDEN WALK IN
CHICAGO.*

WHEREAS, The North Dearborn Association is one of the oldest street associations of its kind in Chicago; and

WHEREAS, The North Dearborn Association was the first association to introduce the concept of the "Garden Walk in Chicago"; and

WHEREAS, On Sunday, July 28, 1991, The North Dearborn Association will celebrate its contributions toward the preservation and improvement of its community by conducting the 1991 North Dearborn Garden Walk Day in Chicago; and

WHEREAS, This year's Garden Walk marks the thirty-third anniversary of the event; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-fourth day of July, nineteen hundred and ninety-one, do hereby honor and congratulate The North Dearborn Association, its President, Ms. Lizabeth F. Horn, its Chairman, Steve Marquis, its officers and members, on the occasion of the 1991 North Dearborn Garden Walk Day in Chicago, and do also extend our deepest gratitude for all of The North Dearborn Association's devoted work towards the preservation and improvement of the North Dearborn Parkway Community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to The North Dearborn Association.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

**CONGRATULATIONS EXTENDED TO FATHER DOMINIC
GRASSI AND SAINT JOSAPHAT COMMUNITY FOR
CREATING SAINT JOSAPHAT PARK.**

WHEREAS, Father Dominic Grassi has been serving the Chicago community in a pastoral and civic capacity for nearly two decades; and

WHEREAS, Father Grassi came to Saint Josaphat in 1987 and began providing concerned guidance to parishioners and other community members; and

WHEREAS, When joining Saint Josaphat Church, he undertook to clean-up the adjacent abandoned lot where a rectory had once stood; and

WHEREAS, With the generous assistance of Wayne-Belden residents, Father Grassi was able to replace an unsightly weed and rubble strewn lot with a park; and

WHEREAS, This action greatly reduced the security problems which plagued this property; and

WHEREAS, The park, named Saint Josaphat, was made green with trees and plants creating a pleasant environment; and

WHEREAS, Benches and lights were installed allowing visitors to read and talk comfortably during evening hours; and

WHEREAS, Saint Josaphat Park is an ideal location for children to frolic and seniors to relax; and

WHEREAS, The park has become a congregating point for neighborhood residents and people from all over Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-fourth day of July, 1991, do hereby commend Father Dominic Grassi and the Saint Josaphat community for their efforts in creating this wonderful park.

Presented By

ALDERMAN LEVAR (45th Ward):

**CONGRATULATIONS EXTENDED TO TWINS SUZANNE C.
REAGER LAUER AND JOANNE M. REAGER ON
THEIR FIFTIETH BIRTHDAY.**

WHEREAS, Suzanne C. Reager Lauer and Joanne M. Reager celebrated their fiftieth birthday, July 6, 1991; and

WHEREAS, The Reager Twins, Chicago natives and longtime residents of the great northwest side, were born July 6, 1941, to Catherine and Fred Reager. Both girls attended Saint Mel's Grammar School and Siena High School in Chicago; and

WHEREAS, Both Suzanne and Joanne have worked at Illinois Bell Telephone Company. On November 2, 1963, Suzanne married Joseph M. Lauer and became a homemaker and mother of their son, John F.. Joanne stayed with Illinois Bell some three decades before her retirement and is presently working at Northern Trust Bank at O'Hare Airport; and

WHEREAS, Suzanne Reager Lauer and Joanne Reager are highly visible and active citizens who celebrated 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 this twenty-fourth day of July, 1991, A.D., do hereby offer our heartiest congratulations to Suzanne C. Reager Lauer and Joanne M. Reager on the occasion of their fiftieth birthday, and extend to these fine citizens our very best wishes for continuing happiness and success; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Suzanne C. Reager Lauer and Joanne M. Reager.

**CONGRATULATIONS EXTENDED TO SAINT CONSTANCE PARISH
ON IT'S SEVENTY-FIFTH ANNIVERSARY.**

WHEREAS, Saint Constance parish, located on Chicago's great northwest side, celebrates its seventy-fifth anniversary this year; and

WHEREAS, Saint Constance is a spiritual institution which has grown simultaneously with its grateful Jefferson Park community. Organized by some ninety Polish families in 1916, the parish today serves over 2,500 families of many backgrounds whose faith in this great organization is consistently rewarded with sound spiritual and educational guidance; and

WHEREAS, Father Alexander Knitter was Saint Constance's first Pastor and served some three decades. During his leadership, the School Sisters of Notre Dame opened the doors of Saint Constance Elementary School in 1917. The statue of Saint Therese was erected in 1927 at the corner of Menard and Ainslie. Saint Constance High School opened in 1932; and

WHEREAS, From 1947 to 1970 the high school was known as Cardinal Stritch High School and served its community thoroughly and devotedly; and

WHEREAS, Four pastors had consecutive tenures at Saint Constance from 1946 through 1969. Fathers Stanislaus Derwinski, Joseph Karabasz, Sylvester Wronka and Louis Handzel; and

WHEREAS, Due to a growing parish and community, a new convent was built in 1956, followed three years later by a new elementary school. In 1970, under the newly named pastor, Father Martin Borowczyk, the new Saint Constance Church and Handzel Center were dedicated. The beautiful hand-carved wooden altar and the bell tower were dedicated in 1981, followed by the Saint Maximilian Kolbe Shrine in 1982; and

WHEREAS, In 1986, Father Thomas Rzepiela became the seventh pastor of Saint Constance, currently assisted by Father Tadeusz Dzieszkowski, Father Leonard Kruzel, Pastoral Associate Sister Marie Ellen, Ms. Judith Dzieglewicz, St. Constance's first lay principal; and five Deacons; and

WHEREAS, Saint Constance's Parish has become widely known as a celebrated and caring influence in the Jefferson Park community, where all are welcome; 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 offer our congratulations to the devoted leaders and members of Saint Constance Parish in the celebrations of its seventy-fifth anniversary which culminate October 13, 1991 and we extend to Saint Constance parish our very best wishes for continuing growth, happiness and spiritual fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Saint Constance Parish.

Presented By

ALDERMAN M. SMITH (48th Ward):

**SEPTEMBER 22, 1991 DECLARED "A.I.D.S. WALK
CHICAGO DAY IN CHICAGO".**

WHEREAS, Acquired Immune Deficiency Syndrome continues to increase and to pose a serious threat to the public safety and welfare; and

WHEREAS, The leaders of this great City of Chicago are dedicated to the health, safety and welfare of its citizens; and

WHEREAS, "A.I.D.S. Walk Chicago", the Walk for Life, has been organized to improve education about this dreaded epidemic and to raise funds for medical and social services to citizens impacted by A.I.D.S. and H.I.V.; and

WHEREAS, Following last year's Walk for Life, which involved ten thousand walkers and community sponsors collecting over \$70,000.00, this year's second annual A.I.D.S. Walk Chicago is scheduled to take place on September 22, 1991 on the 6.3 mile route encompassing the Grant Park lakefront and the Adler Planetarium area, and has a goal exceeding \$1,000,000.00; and

WHEREAS, We urge every citizen, family, school and organization to use Sunday, September 22nd, to become aware of the facts about A.I.D.S. and H.I.V. and to participate in this annual A.I.D.S. Walk; and

WHEREAS, The City Council also wishes to extend its congratulations to the thousands of volunteers whose tireless efforts make this second Walk for Life one of Chicago's largest and proudest events; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby declare that September 22, 1991, be known as "A.I.D.S. Walk Chicago Day in Chicago", and in doing so we instruct the departments and agencies of the City to lend assistance and cooperation to this worthy effort, and we urge all citizens to participate in this Walk for Life at Grant Park and to promote awareness and understanding of this overwhelming threat to public health, safety and welfare; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the organizers of A.I.D.S. Walk Chicago.

*OCTOBER 11 THROUGH 13, 1991 DECLARED
"THE TURNER'S SYNDROME SOCIETY
DAYS IN CHICAGO".*

WHEREAS, The Turner's Syndrome Society of the United States is having its Fourth Annual Conference at the Ramada O'Hare Hotel in Chicago, October 11 -- 13, 1991; and

WHEREAS, Turner's Syndrome is a set of symptoms which impede or inhibit growth and sexual development in young girls, a serious genetic problem which affects one out of every 2,000 to 2,500 newborn females. The Turner's Syndrome Society, with Chapters active throughout the United States, provides a strong support system for Turner's Syndrome individuals and families, promotes public and professional awareness of the disorder, organizes and funds important research projects, and develops significant fundraising strategies; and

WHEREAS, In its brief history, this outstanding organization has become a driving force in providing support to persons with Turner's Syndrome and has grown approximately seventy-five percent each year. Other nations have Turner's Syndrome Societies, most newly formed, and already a valuable international network of research, information and treatment has developed throughout the globe; and

WHEREAS, We are only beginning to understand Turner's Syndrome, which was first identified by Dr. Henry Turner in 1938. Treatment of this disorder is in the hands of the medical profession. Understanding of it is nurtured and promoted through the tireless efforts of Turner's Syndrome Society members and Chapters which are growing throughout the world. The Turner's Syndrome Society of the United States is to be encouraged at every possibility to continue its excellent work; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby extend our heartiest welcome to the Turner's Syndrome Society of the United States, and hereby declare that October 11 -- 13, 1991 be known as "The Turner's Syndrome Society Days In Chicago", calling public attention to this great organization and its events planned for that period; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Turner's Syndrome Society of the United States.

MATTERS PRESENTED BY THE ALDERMEN.**(Presented By Wards, In Order, Beginning With The First Ward)**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MAZOLA (1st Ward)	West Randolph Street (north side) from a point 30 feet east of North Sangamon Street to a point 95 feet east thereof -- at all times -- no exceptions;

Alderman	Location, Distance And Time
<i>JONES</i> (15th Ward)	South Western Avenue, at 6819 -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>STREETER</i> (17th Ward)	West 76th Street, at 400 -- at all times -- no exceptions;
<i>MEDRANO</i> (25th Ward)	South Allport Street, at 1827 -- 6:00 A.M. to 10:00 P.M. -- daily; West 21st Street, at 1753 -- 12:00 Noon to 8:00 P.M. -- Monday through Friday and 10:00 A.M. to 4:00 P.M. -- Saturday and Sunday;
<i>BIALCZAK</i> (30th Ward)	North Cicero Avenue, at 3210 -- 3212 -- at all times -- no exceptions;
<i>SUAREZ</i> (31st Ward)	West North Avenue, at 3332 -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday; West North Avenue, at 3334 -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday;
<i>GABINSKI</i> (32nd Ward)	West Chicago Avenue, at 1828 (in lieu of two meters) -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday; North Honore Street, at 1507 -- 7:00 P.M. to 12:00 Midnight -- Thursday, Friday and Saturday (valet service);

Alderman	Location, Distance And Time
<i>MELL</i> (33rd Ward)	North Milwaukee Avenue, at 3542 -- 3544 (for a distance of 50 feet) -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>WOJCIK</i> (35th Ward)	West Belmont Avenue, at 4140 -- at all times -- no exception (tow zone); West Fullerton Avenue, at 3719 -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;
<i>LAURINO</i> for <i>O'CONNOR</i> (40th Ward)	North Kedzie Avenue, at 4515 -- at all times -- no exceptions;
<i>NATARUS</i> (42nd Ward)	East Erie Street, at 153 -- at all times -- daily (tow zone); East Ontario Street, at 240 -- at all times -- no exceptions (valet service); North Wabash Avenue, at 659 -- 6:00 A.M. to 6:00 P.M. -- no exceptions; East Walton Street, at 100 -- at all times -- daily (tow zone);
<i>HANSEN</i> (44th Ward)	3225 North Sheffield Avenue (for a distance of 25 feet) -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday (handicapped pickup and drop-off);
<i>M. SMITH</i> (48th Ward)	North Broadway, at 5430 -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;

Alderman

Location, Distance And Time

STONE (50th Ward)

North Fairfield Avenue (west side)
at 6344, from the alley to a point
54 feet north thereof (in lieu of
parking meter Nos. 484/4072,
484/4071 and 484/7070) -- 6:00
A.M. to 8:00 P.M. -- Monday
through Friday;

North Western Avenue (west side)
from a point 166 feet south of West
Arthur Avenue, to a point 184 feet
south thereof (in lieu of parking
meter Nos. 482/4122 and
482/4123) -- 8:00 A.M. to 6:00 P.M.
-- Monday through Saturday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE ON PORTION OF WEST
VAN BUREN STREET.

Alderman Mazola (1st Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on December 18, 1986 (Council Journal of Proceedings, pages 38518 -- 38521) which established loading zones on portions of specified public ways by striking the words: "West Van Buren Street (north side) from a point 35 feet east of South LaSalle Street, to a point 43 feet east thereof -- at all times -- no exceptions" and inserting in lieu thereof: "West Van Buren Street (north side) from a point 35 feet east of South LaSalle Street, to a point 65 feet east thereof -- tow zone -- at all times -- no exceptions", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF LOADING ZONES ON PORTIONS
OF WEST FULTON STREET AND NORTH UNION
AVENUE AND INSTALLATION OF PARKING
METERS ON PORTION OF NORTH
UNION AVENUE.

Alderman Mazola (1st Ward) presented a proposed ordinance to establish

loading zones on the north side of West Fulton Street, from a point 20 feet west of North Union Avenue, to a point 70 feet west thereof, during the hours of 4:00 A.M. to 5:00 P.M., Monday through Friday and on the west side of North Union Avenue, from a point 80 feet north of West Fulton Street, to a point 50 feet north thereof, during the hours of 4:00 A.M. to 5:00 P.M., Monday through Friday and, also, to install parking meters on the west side of North Union Avenue, from a point 80 feet north of West Fulton Street, to a point 88 feet north thereof in effect during the hours of 4:00 A.M. to 5:00 P.M., Monday through Friday, with each meter to operate on a 30-minute capacity, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTIONS ON PORTIONS OF 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	Location And Direction
<i>SHAW</i> (9th Ward)	East 121st Place, from South Michigan Avenue to South State Street -- westerly;
<i>BUCHANAN</i> (10th Ward)	South Avenue N, from East 106th Street to East 114th Street -- southerly;
	First east-west alley north of East 91st Street, from South Brandon Avenue to South Burley Avenue -- westerly;

Alderman	Location And Direction
LEVAR (45th Ward)	North-south alley between North Cicero Avenue and North Lamon Avenue, from West Berwyn Avenue and West Balmoral Avenue -- northerly -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
NORTH LAWDALE AVENUE.

Alderman Wojcik (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "North Lawndale Avenue, from West Addison Street to West Cornelia Avenue -- southerly" and inserting in lieu thereof: "North Lawndale Avenue, from West Cornelia Avenue to West Addison Street -- northerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION FOR ALLEY IN 7800
BLOCK BETWEEN SOUTH CREGIER AND SOUTH
CONSTANCE AVENUES.

Alderman Dixon (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "north-south alley in the 7800 block between South Cregier and South Constance Avenues -- northerly", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the removal of parking meters at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
<i>SHILLER</i> (46th Ward)	North Broadway (east side) between West Montrose Avenue and West Sunnyside Avenue; North Clark Street (east side) between West Montrose Avenue and West Sunnyside Avenue;
<i>STONE</i> (50th Ward)	North Fairfield Avenue, at 6344 (for establishment of loading zone); North Western Avenue, at 6440 (for establishment of loading zone).

Referred -- AUTHORIZATION TO CHANGE OPERATING HOURS
FOR PARKING METERS AT 1012 -- 1028 WEST
DIVERSEY AVENUE.

Alderman Hansen (44th Ward) presented a proposed order authorizing the Commissioner of Public Works to change the hours of operation for parking meters located in front of 1012 -- 1028 West Diversey Avenue (parking meter Nos. 41471, 41475, 41482, 41528, 41539, 41546, 41566 and 41569) from "6:00 A.M. to 9:00 P.M." to the hours of: "6:00 A.M. to 6:00 P.M.", 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
<i>MAZOLA</i> (1st Ward)	West 26th Street, at 531 (except for handicapped);
<i>RUSH</i> (2nd Ward)	South Prairie Avenue, at 3519 (except for handicapped);
<i>TILLMAN</i> (3rd Ward)	South Lowe Avenue, at 5300 (except for handicapped);
<i>BLOOM</i> (5th Ward)	South Chappel Avenue, at 7527 (except for handicapped); South Cornell Avenue, at 7009 (except for handicapped); East 74th Street, at 1746 (except for handicapped);
<i>STEELE</i> (6th Ward)	South Michigan Avenue, at 7210 (except for handicapped); South University Avenue, at 7137 (except for handicapped); South Vernon Avenue, at 7319 (except for handicapped);
<i>DIXON</i> (8th Ward)	South Cregier Avenue, at 7604 (except for handicapped);

Alderman	Location And Distance
<i>SHAW</i> (9th Ward)	South Dr. Martin Luther King, Jr. Drive, at 10813 (except for handicapped);
<i>BUCHANAN</i> (10th Ward)	South Avenue G, at 10334 (except for handicapped); South Avenue L, at 10441 (except for handicapped); South Brandon Avenue, at 9101 -- 9109 (three car spaces) (except for handicapped); East 95th Street, at 3522 (trucks only);
<i>HUELS</i> (11th Ward)	South Justine Street, at 4547 (except for handicapped); West 26th Street, at 710 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Homan Avenue, at 5331 -- next to driveway (with additional two-foot clearance on each side) (public benefit); West 57th Place, at 4026 (from fire hydrant to end of property line) (except for handicapped); West 76th Place, at 3701 (except for handicapped);
<i>JONES</i> (15th Ward)	South Hermitage Avenue, at 6349 (except for handicapped); South Marshfield Avenue, at 5802 (except for handicapped);

Alderman	Location And Distance
<i>STREETER</i> (17th Ward)	South Perry Avenue, at 7542 (except for handicapped); South Wentworth Avenue, at 7203 (except for handicapped);
<i>MURPHY</i> (18th Ward)	South Artesian Avenue, at 8125 (except for handicapped); South Justine Avenue, at 8122 (except for handicapped); South Seeley Avenue, at 8349 (except for handicapped); South Talman Avenue, at 7932 (except for handicapped);
<i>EVANS</i> (21st Ward)	South Winchester Avenue, at 8916 (except for handicapped);
<i>LASKI</i> (23rd Ward)	South Moody Avenue, at 5923 (except for handicapped); South Tripp Avenue, at 5114 (except for handicapped) (public benefit);
<i>MEDRANO</i> (25th Ward)	South Allport Street, at 2013 (except for handicapped); West 18th Place, at 1124 (except for handicapped); West 22nd Street, at 2737 (except for handicapped); West 23rd Street, at 2627 (except for handicapped);

Alderman	Location And Distance
	West 23rd Street, at 2702 (except for handicapped);
<i>GUTIERREZ</i> (26th Ward)	North Marshfield Avenue, at 1087 (except for handicapped); West Walton Street, at 2648 (except for handicapped);
<i>BURRELL</i> (29th Ward)	North Long Avenue, at 318 (except for handicapped);
<i>BIALCZAK</i> (30th Ward)	West Altgeld Street, at 4519 (except for handicapped); North Keating Avenue, at 3450 (except for handicapped);
<i>MELL</i> (33rd Ward)	North Sacramento Avenue, at 3244 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	West 108th Place, at 246 (except for handicapped);
<i>WOJCIK</i> (35th Ward)	West Barry Avenue, at 4123 (driveway); West George Street, at 3701 (driveway); North Kearsage Avenue (east side) from West Oakdale Avenue to West George Street;
<i>BANKS</i> (36th Ward)	North Ozanam Avenue, at 3433 (except for handicapped);

Alderman	Location And Distance
<i>GILES</i> (37th Ward)	North Hamlin Avenue, at 649 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	North Major Avenue, at 4420 (except for handicapped); West Waveland Avenue, at 5042 (except for handicapped);
<i>SHILLER</i> (46th Ward)	North Clarendon Avenue, at 4343 (second space south of driveway) (except for handicapped);
<i>M. SMITH</i> (48th Ward)	West Hollywood Avenue, at 1039 (parking along 5600 on North Kenmore Avenue, west side of street, south of West Hollywood Avenue) (except for handicapped); North Kenmore Avenue, at 5336 (except for handicapped);
<i>STONE</i> (50th Ward)	North California Avenue, at 6435 (except for handicapped) (public benefit).

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS ON PORTION OF WEST HOWARD STREET
FOR STREET CLEANING PURPOSES.

Alderman Moore (49th Ward) presented a proposed ordinance to prohibit the parking of vehicles on West Howard Street, from the 1500 block to the 1700 block, from 7:00 A.M. to 9:00 A.M. on Mondays and Thursdays, during the period of April 15 through November 15, for street cleaning purposes, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- RELOCATION OF PARKING PROHIBITION TO
7252 SOUTH VERNON AVENUE.

Alderman Steele (6th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 4903 South Champlain Avenue to a new location at 7252 South Vernon Avenue (Handicapped Permit No. 1785), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF
SOUTH KILDARE AVENUE.

Alderman Garcia (22nd 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 Kildare Avenue, at 2811 (Handicapped Permit No. 2091)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF
SOUTH KOLIN AVENUE.

Alderman Garcia (22nd 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 Kolin Avenue, at 2614 (Handicapped Permit No. 4286)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF
NORTH MASON AVENUE.

Alderman Banks (36th 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: "North Mason Avenue, at 2721 (Handicapped Permit No. 4929)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF
NORTH MENARD AVENUE.

Alderman Banks (36th 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: "North Menard Avenue, at 2821 (Handicapped Permit No. 4787)", 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 a proposed ordinance and proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
DIXON (8th Ward)	South Constance Avenue (west side) in the 7500 and 7600 blocks -- at all times;
MADRZYK (13th Ward)	South Karlov Avenue (west side) from 5516 to 5558 -- at all times; West Myrick Street (north and south sides) from 3800 to 3849 -- at all times;

Alderman	Location, Distance And Time
<i>GABINSKI</i> (32nd Ward)	West Rice Street (both sides) in the 2000 block -- at all times;
<i>CULLERTON</i> (38th Ward)	West Giddings Street (north side) in the 6200 and 6300 blocks -- at all times; West Patterson Avenue (both sides) in the 4800 block -- at all times;
<i>LAURINO</i> (39th Ward)	North Kasson Avenue, in the 4400 block -- at all times; North Keystone Avenue, in the 4500 block -- at all times; North Tahoma Avenue, at 6577, 6581, 6585, 6589 and 6597 -- at all times;
<i>DOHERTY</i> (41st Ward)	West Ardmore Avenue (both sides) in the 7400 block -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday; North Oketo Avenue (both sides) in the 5400 block -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday; North Waukesha Avenue (both sides) in the 6500 block -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (Zone 156);
<i>NATARUS</i> (42nd Ward)	North LaSalle Drive, at 921 -- at all times;

Alderman

Location, Distance And Time

LEVAR (45th Ward)

North Lockwood Avenue (both sides) in the 4900 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

M. SMITH for
SCHULTER (47th Ward)

West Leland Avenue (both sides) in the 1800 and 1900 blocks -- at all times;

North Wolcott Avenue (both sides) in the 4700 block -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE ON PORTION
OF NORTH OLMSTED AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones in designated areas by striking the words: "North Olmsted Avenue (north side) in the 6700 block -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (Zone 20)" and inserting in lieu thereof: "North Olmsted Avenue (north side) in the 6700 block -- at all times (Zone 20)", 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 OSHKOSH AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones in designated areas by striking the words: "North Oshkosh Avenue, from 6753 through 6759 -- at all times" and inserting in lieu thereof: "North Oshkosh Avenue, from 6753 through 6759 -- 8:00 A.M. to 10:00 A.M. -- Monday

through Friday", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONES ON PORTIONS OF
NORTH AND SOUTH PARKSIDE, NORTH WALLER
AND NORTH MENARD AVENUES.

Alderman Burrell (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones in designated areas by striking the following:

"North Parkside Avenue (both sides)	From the first alley north of West Madison Street to the first alley south of West Washington Boulevard -- at all times;
North Waller Avenue	From the first alley north of West Madison Street to the first alley south of West Washington Boulevard -- at all times;
North Menard Avenue	From the first alley north of West Madison Street to the first alley south of West Washington Boulevard -- at all times; and
South Parkside Avenue	From the first alley south of West Madison Street to West Adams Street -- at all times",

which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to established tow-away zones at the locations designated, for the distances and hours

specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance And Time

LASKI (23rd Ward)

South Helen J. Mikols Drive (service drive -- south and west sides) from the west property line of South Cicero Avenue at West 58th Street to a point beginning at 223 feet to a point 57 feet west and north thereof -- at all times -- no exceptions;

South Helen J. Mikols Drive (service drive -- west side) from the west property line of South Cicero Avenue at West 58th Street to a point beginning at 306 feet to a point 49 feet north thereof -- at all times -- no exceptions;

South Helen J. Mikols Drive (west side) from the west property line of South Cicero Avenue at West 58th Street to a point beginning at 28 feet to a point 211 feet north thereof -- at all times -- no exceptions;

South Helen J. Mikols Drive (service drive -- east and south sides) from the west property line of South Cicero Avenue at West 58th Street to a point beginning at 1,064 feet to a point 328 feet north thereof -- at all times -- no exceptions;

South Helen J. Mikols Drive, from the west property line of South Cicero Avenue to a point beginning at 950 feet to a point 430 feet north and east thereof -- at all times -- no exceptions;

Alderman	Location, Distance And Time
<i>NATARUS</i> (42nd Ward)	East Bellevue Place, at 50 -- at all times -- daily; East Bellevue Place, at 100 -- at all times -- daily; West Erie Street, at the dead end west of North Kingsbury Avenue -- at all times -- daily;
<i>M. SMITH</i> for <i>SCHULTER</i> (47th Ward)	West Byron Avenue (both sides) from North Western Avenue to the first alley west thereof -- at all times -- daily; West Dakin Street -- from North Western Avenue to the first alley west thereof -- at all times -- no exceptions.

Referred -- AUTHORIZATION FOR INSTALLATION OF TRAFFIC
SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>BLOOM</i> (5th Ward)	South Luella Avenue, at East 74th Street -- "Stop"; South Oglesby Avenue, at East 77th Street -- "Stop";

Alderman

Location And Type Of Sign

STEELE (6th Ward)

South Dr. Martin Luther King, Jr.
Drive, at East 97th Street --
"Stop";

East 72nd Street, at South Dobson
Avenue -- "Stop";

East 76th Street and South
Dorchester Avenue -- "Four-Way
Stop";

BEAVERS (7th Ward)

East 81st Street, at South Saginaw
Avenue -- "Stop";

DIXON (8th Ward)

South Avalon Avenue, at East
80th Street -- "Stop";

SHAW (9th Ward)

South Yale Avenue, at West 125th
Street -- "Stop";

West 121st Street, at South
Edbrooke Avenue -- "Stop";

West 124th Street, at South Lowe
Avenue -- "Stop";

West 124th Street, at South Yale
Avenue -- "Stop";

BUCHANAN (10th Ward)

South Avenue D, at East 110th
Street -- "Stop";

South Avenue G, at East 113th
Street -- "Stop";

East 135th Street, at South
Avenue N -- "Stop";

HUELS (11th Ward)

South Bonaparte Street, at South
Arch Street -- "Stop";

Alderman	Location And Type Of Sign
	South Princeton Avenue, at West 44th Place -- "Stop";
<i>FARY</i> (12th Ward)	South Honore Avenue, at West 45th Street -- "Stop"; South Hoyne Avenue, at West 48th Street -- "Stop"; South Paulina Avenue, at West 44th Street -- "Stop"; South Winchester Avenue, at West 46th Street -- "Stop"; South Wolcott Avenue, at West 44th Street -- "Stop"; West 45th Street, at South Wolcott Avenue -- "Stop";
<i>BURKE</i> (14th Ward)	South Hermitage Avenue, at West 52nd Street -- "Stop"; South Wolcott Avenue, at West 53rd Street -- "Stop";
<i>JONES</i> (15th Ward)	West 71st Street, at South Honore Avenue -- "Stop"; West 72nd Street, at South Honore Avenue -- "Stop";
<i>STREETER</i> (17th Ward)	West 80th Street, at South Peoria Avenue -- "Stop";
<i>MURPHY</i> (18th Ward)	South Kilpatrick Avenue, at West 86th Street -- "Stop";

Alderman

Location And Type Of Sign

West 81st Street, at South Winchester Avenue -- "Four-Way Stop";

Entrance of alleyway between South Kedzie Avenue and South Spaulding Avenue, at 8100 south and 3320 west -- "Slow";

TROUTMAN for
RUGAI (19th Ward)

South Lawndale Avenue, at 10718 -- "Handicapped Parking Only";

South St. Louis Avenue, at 10752 -- "Handicapped Parking Only";

South Whipple Avenue, at 11141 -- "Handicapped Parking Only";

TROUTMAN (20th Ward)

South Prairie Avenue, at East 70th Street -- "Stop";

East 62nd Street, at South Drexel Avenue -- "Stop";

East 70th Street, at South Woodlawn Avenue -- "Stop";

LASKI (23rd Ward)

West 54th Street and South Avers Avenue -- "Three-Way Stop";

SUAREZ (31st Ward)

West Hirsch Street, at North Karlov Avenue -- "Stop";

West Lyndale Avenue, at North St. Louis Avenue -- "Stop";

GABINSKI (32nd Ward)

West Barry Avenue and North Damen Avenue -- "Four-Way Stop";

Alderman

Location And Type Of Sign

West Webster Avenue, at North Leavitt Avenue -- "Three-Way Stop";

West Pierce Avenue and North Wood Street -- "Stop";

MELL (33rd Ward)

North Elston Avenue, at the intersections of North Campbell Avenue and West George Street -- "Stop";

AUSTIN (34th Ward)

South Green Street, at West 110th Street -- "Stop";

West 110th Street, at South Racine Avenue -- "Stop";

WOJCIK (35th Ward)

West Diversey Avenue, at North Lawndale Avenue -- "Stop";

North Hamlin Avenue, at West Schubert Avenue -- "Stop";

North Harding Avenue, at West George Street -- "Stop";

North Kenosha Avenue, at West Wellington Avenue -- "Stop";

North Kildare Avenue, at West Henderson Street -- "Stop";

North Lowell Avenue, at West Barry Avenue -- "Stop";

West Roscoe Avenue, at North Karlov Avenue -- "Stop";

West Schubert Avenue, at South Springfield Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>BANKS</i> (36th Ward)	1600 block of North Nashville Avenue -- "Slow -- Children Playing";
<i>CULLERTON</i> (38th Ward)	North Mobile Avenue, at West Eastwood Avenue -- "Stop"; North Mulligan Avenue, at West Eastwood Avenue -- "Stop";
<i>LAURINO</i> for <i>O'CONNOR</i> (40th Ward)	West Balmoral Avenue, at North Artesian Avenue -- "Stop";
<i>DOHERTY</i> (41st Ward)	West Catalpa Avenue and North Delphia Avenue -- "Four-Way Stop"; West Chase Avenue and North Osceola Avenue -- "Stop"; North Oriole Avenue and West Estes Avenue; and North Oriole Avenue and West Lunt Avenue -- "Stop"; West Peterson Avenue and North Neva Avenue -- "Stop";
<i>LEVAR</i> (45th Ward)	West Ainslie Street, at North Menard Avenue -- "Stop"; North Menard Avenue, at West Leland Avenue -- "Stop";
<i>M. SMITH</i> (48th Ward)	North Clark Street, at West Berwyn Avenue -- "Stop";
<i>STONE</i> (50th Ward)	North Bell Avenue, at West Howard Street -- "No Outlet".

Referred -- AMENDMENT OF ORDINANCE WHICH
AUTHORIZED INSTALLATION OF "ALL-WAY
STOP" SIGNS AT INTERSECTION OF
WEST 51ST STREET AND SOUTH
NARRAGANSETT AVENUE.

Alderman Laski (23rd Ward) presented a proposed ordinance which would amend an ordinance previously passed by the City Council on September 12, 1990 (Council Journal of Proceeding, pages 21074 -- 21082) which authorized the erection of traffic signs on portions of specified public ways by striking the words: "West 51st Street and North Narragansett Avenue -- 'All-Way Stop'", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF
AUTOMATIC TRAFFIC CONTROL SIGNALS AT
INTERSECTION OF WEST 69TH STREET
AND SOUTH WOOD STREET.

Alderman Jones (15th Ward) presented a proposed order authorizing the Commissioner of Public Works to consider the installation of automatic traffic control signals at the intersection of West 69th Street and South Wood Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking 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

GARCIA (22nd Ward)

West 23rd Street (south side)
between South Kedzie Avenue and
the first alley west thereof;

Alderman

Location And Distance

MELL (33rd Ward)

North Francisco Avenue (west side) from 3200 north to the first alley north thereof;

North Monticello Avenue (west side) from 2758 north to the first alley south thereof;

BANKS (36th Ward)

North Mason Avenue (east side) from West Fullerton Avenue to the first alley north thereof.

*Referred -- ESTABLISHMENT OF FIVE TON WEIGHT
LIMIT FOR VEHICLES ON PORTION OF
SOUTH CHAMPLAIN AVENUE.*

Alderman Steele (6th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles in the 7100 block of South Champlain Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- ESTABLISHMENT OF SPEED LIMITATIONS
ON SPECIFIED STREETS.*

The aldermen named below presented proposed ordinances to limit the speed of vehicles on specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Street And Speed Limit

JONES (15th Ward)

South Honore Street, in the 6800 block -- 25 miles per hour;

Alderman

Street And Speed Limit

DOHERTY (41st Ward)

North Delphia Avenue, in the
8500 block -- 20 miles per hour.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented eight proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN SHAW (9th Ward):

To classify as an R4 General Residence District instead of a B1-4 Local Retail District the area shown on Map No. 32-F bounded by:

a line 100 feet south of West 128th Place; South Halsted Street; West 129th Place; and the alley next west of and parallel to South Halsted Street.

BY ALDERMAN HUELS (11th Ward):

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 8-F bounded by:

a line 48 feet north of West 38th Street; South Parnell Avenue; a line 24 feet north of West 38th Street; and the alley next west of and parallel to South Parnell Avenue.

BY ALDERMAN LASKI (23rd Ward):

To classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 12-M bounded by:

a line 359.5 feet south of and parallel to West 53rd Street; South Melvina Avenue; a line 168.5 feet north of and parallel to West 54th Street; and the public alley next west of and parallel to South Melvina Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

To classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 5-I bounded by:

a line 72.5 feet north of the alley next north of and parallel to West North Avenue; the alley next east of and parallel to North Rockwell Street; the alley next north of and parallel to West North Avenue; and North Rockwell Street.

BY ALDERMAN HENDON (27th Ward):

To classify as an R5 General Residence District instead of a B4-3 Restricted Service District the area shown on Map No. 2-H bounded by:

a line 50 feet north of West Jackson Boulevard; South Hoyne Avenue; West Jackson Boulevard; and the alley next west of and parallel to South Hoyne Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as an R6 General Residence District instead of an R4 General Residence District the area shown on Map No. 3-G bounded by:

the westerly right-of-way line of the John F. Kennedy Expressway; West LeMoyne Street; North Greenview Avenue; and a line 188.85 feet north of West LeMoyne Street.

BY ALDERMAN BANKS (36th Ward):

To classify as an R2 Single-Family Residence District instead of R3 and R4 General Residence Districts the area shown on Map No. 7-N bounded by:

West Belmont Avenue; North Nashville Avenue or the line thereof if extended where no street exists; West George Street; and the alley next west of and parallel to North Natoma Avenue.

BY ALDERMAN NATARUS (42nd Ward):

To revert to the zoning classification which existed prior to approval of Institutional Planned Development No. 182 instead of the current Institutional Plan Development No. 182, as amended, the area shown on Map No. 3-F bounded by:

the south line of West North Avenue; a north-south line parallel to the line of North Halsted Street, said line being located 494.43 feet west of the west line of North Ogden Avenue; a line running 103.11 feet east-west and parallel to West North Avenue, 166 feet south of the south line of West North Avenue; the line of West Weed Street until such line intercepts the line of North Clybourn Avenue; the line of North Clybourn Avenue running south until said line intercepts the line of North Ogden Avenue; the north line of West Evergreen Avenue (vacated) running between North Ogden Avenue and North Halsted Street; and the line of North Halsted Street running north from the north line of West Evergreen Avenue to the south line of West North Avenue; to the point of beginning.

BY ALDERMAN M. SMITH for ALDERMAN SCHULTER (47th Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District and B1-4 Local Retail District the area shown on Map No. 9-H bounded by:

the alley next north of and parallel to West Roscoe Street; the easterly right-of-way line of North Ravenswood Avenue; West Roscoe Street; and a line 81 feet east of North Wolcott Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred thirty-four (134) 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
<i>MAZOLA</i> (1st Ward)	The 400 Condominium Association;
<i>RUSH</i> (2nd Ward)	3100 South Dr. Martin Luther King, Jr. Drive Condominium Association;
<i>PRECKWINKLE</i> (4th Ward)	Barclay Condominium Homeowners' Association; Four Corners 1 Condominium Association; Hyde Park Manor Condominium Association; Ingleside Manor Condominium Association; Pruitt Condominium Association; The Greenwood Condominiums;
<i>STEELE</i> (6th Ward)	Mrs. Bernice Burke; Chatham Park South Cooperative;
<i>BEAVERS</i> (7th Ward)	8130 -- 8134 Essex Manor Condominium;

Alderman

Claimant

DIXON (8th Ward)

Ms. Myrtle J. Burns;
Karl R. and Chaunelle N. Manuel;

MADRZYK (13th Ward)

Mr. Russell Chicoine;

LASKI (23rd Ward)

Ashford Courts Condominium
Association (1988);
Ashford Courts Condominium
Association (1990);
6650 West 64th Place Corporation;

BIALCZAK (30th Ward)

Ms. Izabela Piatek;

BANKS (36th Ward)

Addison Point Condominium
Association;
Colonial Condominium (1990);
Colonial Condominium (1991);
Neenah Manor Condominium
Association;
Oakfield North Condominium
Association;
Palmer Courts;
2147 North Harlem Building
Association;

CULLERTON (38th Ward)

Addison Manor Condominium;
Jefferson House Condominium;
Leland House Condominium;

Alderman

Claimant

O'CONNOR (40th Ward)3853 North Narragansett
Condominium Association;Washington House Condominium
Association;*DOHERTY* (41st Ward)Summerdale Condominium
Association;Birch Tree Manor Condominium
Association;Edgewood Manor II Condominium
Association;8427 -- 8431 West Bryn Mawr
Condominium Association;Friendly Village No. 4 Condominium
Association;6259 -- 6261 North Northwest
Highway Condominium
Association;Norwood Village Condominium
Association;Parkview East Condominium
Association;6831 Northwest Highway
Condominium Association;*NATARUS* (42nd Ward)Carl Sandburg Village
Condominium Association No. 1;Carl Sandburg Village
Condominium Association No. 2;Carl Sandburg Village
Condominium Association No. 7;

Alderman

Claimant

Carlyle Apartments Homeowners
Association;

Falkner House Condominium
Association;

Lake Shore Land Association;

LaSalle Terrace Condominium
Association;

Lowell House Condominium
Association;

Marina Towers Condominium
Association;

900 -- 910 Lake Shore Drive
Condominium Association;

One East Scott Condominium;

The Plaza on Dewitt
Condominium Association;

Savoy Condominium Association;

The Scott Condominium
Association;

73 East Elm Condominium
Association;

Streeterville Center Condominium
Association;

Thirty East Elm Condominium
Association (1990);

Thirty East Elm Condominium
Association (1991);

20 East Cedar Condominium
Association;

1010 Lake Shore Association;

Alderman

Claimant

1120 Lake Shore Drive Building
Corporation;

1255 North State Parkway
Condominium Association;

220 East Walton Condominium
Association;

201 East Chestnut Condominium
Association;

EISENDRATH (43rd Ward)

Dayton Diversey Condominium
Association;

Dickens Point Condominium
Association;

452 -- 454 West Roslyn
Condominium Association;

515 Wrightwood Condominium
Association;

1550 North Lake Shore Drive
Condominium Association;

North Park Tower Condominium
Association;

Ogden Park Place Owners'
Association, Inc.;

2800 Lake Shore Drive
Condominium Association;

2016 Cleveland Condominium
Association;

2130 Lincoln Park West
Condominium Association;

2629 Hampden Condominium
Association;

Alderman

Claimant

2020 Lincoln Park West
Condominium Association;

2333 North Geneva Terrace
Condominium Association;

HANSEN (44th Ward)

Belmont Harbor I Condominiums;

Berwick Condominium
Association;

Commonwealth Plaza
Condominium Association;

Eddystone Condominium Homes;

560 Roscoe Condominium
Association;

415 West Aldine Condominium
Association;

Gas Light Village Condominium
Association (2);

Harbor House Condominium
Association;

The Darien Apartment
Condominium Home Association;

The Wellington Condominium
Association;

3314 Lake Shore Drive
Condominium Association;

2909 North Sheridan Road
Condominium Homes
Association;

2970 Lake Shore Drive
Condominium Association;

Alderman

Claimant

Wellington Manor Condominium
Association;

LEVAR (45th Ward)

Mr. Herman H. Adelman;

Jeffersonian Condominium
Association;

Keystone Manor Condominium
Association;

Lania Courts Association;

Rosedale Condominium
Association;

The 4850 -- 4852 -- 4854
North Linder Building;

The Park Condominium
Association;

Fred and Maria Werneth;

Winder Lane Condominium
Association (18 units);

Winder Lane Condominium
Association (30 units);

SHILLER (46th Ward)

Ms. Beth Ann Braun;

Coachlite II Condominium
Association;

4229 North Kenmore Condominium
Association;

North Fremont Condominium
Association;

720 Gordon Terrace Condominium
Association;

Alderman

Claimant

656 West Buena Condominium
Association;

651 West Sheridan Road
Condominium Association;

3900 Lake Shore Drive
Condominium Association;

Mr. George B. Wintner;

M. SMITH for
SCHULTER (47th Ward)

2049 Ainslie Condominium;

M. SMITH (48th Ward)

Glenwood Property Condominium
Association;

Rosedale Condominium
Association;

MOORE (49th Ward)

Chaseland Condominium
Association;

Farwell Courts Condominium;

High Ridge East Condominium
Association;

Lake Terrace Townhouse Owners'
Association;

Lunt Court Condominium
Association (2);

7401 Sheridan Condominium;

6247 -- 6249 North Glenwood
Condominium Association;

Pratt Shore Condominium
Association;

Alderman

Claimant

Sheridan Point Condominium
Association (3);

STONE (50th Ward)

Chesterfield on Touhy
Condominium Association;

Claremont Court Condominium
Association;

Granville Court Condominium
East Association;

Mozart Terrace Condominium
Association;

Park Castle Condominium
Association;

7520 Ridge Building Corporation;

Stanford Courts Homeowners
Association;

Twin Gables Condominium
Association;

Winston Towers No. 5
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.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Adam Scott and Associates Ltd., doing business as Subway -- to maintain and use a portion of the public way adjacent to 41 West Congress Parkway for the operation of a sidewalk cafe; and

Awan Enterprises Inc., doing business as Dunkin' Donuts -- to maintain and use a portion of the public way adjacent to 19 North Wells Street for the operation of a sidewalk cafe; and

Chicago Title and Trust Company, as Trustee, under Trust Number 1088617 -- to maintain and use an elevated sidewalk for pedestrian use in that part of West Haddock Place, between North Dearborn Street and North Garvey Court.

Referred -- AMENDMENT OF ORDINANCE WHICH
AUTHORIZED GRANT OF PRIVILEGE TO
CHICAGO LOOP SYNAGOGUE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on February 6, 1991 (Council Journal of Proceedings, page 30381), which authorized a grant of privilege to the Chicago Loop Synagogue, by striking the compensation provision contained therein and inserting in lieu thereof: "There shall be no compensation for this privilege", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- WAIVER OF CLASS I ITINERANT MERCHANT
LICENSE FEE FOR PARTICIPANTS OF ANNUAL
"NEW EAST SIDE ARTWORKS"
EVENT.

Also, a proposed order directing the Director of the Department of Revenue to waive the Class I Itinerant Merchant license fee for the participants of the annual "New East Side Artworks" event to be held on those portions of East Lake Street, between North Michigan and North Stetson Avenues, and North Stetson Avenue, between East Lake Street and East Wacker Drive, for the period extending August 1 through August 4, 1991, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION FOR TRAFFIC CLOSURES ON
PORTIONS OF SPECIFIED PUBLIC WAYS FOR
VARIOUS PURPOSES.

Also, four 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:

Burnham Park Planning Board -- that part of South Dearborn Street, between West Polk and West Harrison Streets, on Saturday, August 3, 1991, for the conduct of the 4th Annual Printers Row Photo Fair;

Mr. Anthony Fornelli -- that part of East 12th Street, between South Columbus and South Lake Shore Drives, for the period extending August 16 through August 19, 1991, for the conduct of the "Festa Italiana";

Greek Town Association -- that part of South Halsted Street, between West Van Buren and West Monroe Streets, for the period extending August 24 through August 26, 1991, for the conduct of the 1991 Greek Town Festival; and

Mayor's Office of Special Events, c/o Ms. Kathy Osterman -- those portions of East Jackson Boulevard, between South Lake Shore Drive and South Columbus Drive for the period extending August 27 through September 9, 1991, and South Columbus Drive, between East Monroe Street and East Congress Parkway, for the period extending August 29th through September 2, 1991, in conjunction with the Chicago Jazz Festival.

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT
606 -- 610 WEST ROOSEVELT ROAD.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Christopher Lynch/Chernin's Shoes to hold a sidewalk sale in front of 606 -- 610 West Roosevelt Road, for the period of July 20 and 21, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT AND MAINTAIN CANOPIES
AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Carson Pirie Scott and Company -- to maintain one canopy at 1 South State Street;

The Claretians -- to construct twelve canopies at 205 West Monroe Street;
and

Daily Meat Supply -- to construct one canopy at 948 West Fulton Street.

Presented By

ALDERMAN RUSH (2nd Ward):

*Referred -- CORPORATION COUNSEL DIRECTED TO INSTITUTE
LEGAL PROCEEDINGS AGAINST ILLINOIS COMMERCE
COMMISSION TO COMPEL COMPLIANCE WITH
LEGAL RESPONSIBILITIES REQUIRING
INSPECTION AND REGULATION OF
ELECTRICAL GENERATING AND
DISTRIBUTION EQUIPMENT.*

A proposed resolution directing the Corporation Counsel to institute proceedings against the Illinois Commerce Commission (I.C.C.) to compel compliance with current laws relegating the responsibilities of inspecting and regulating electrical generating and distribution equipment to the I.C.C., which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

*Referred -- UNITED STATES CONGRESS URGED TO ENACT
SENATE BILL 802 ENTITLED "INTERNATIONAL
MEDICAL GRADUATES ANTI-
DISCRIMINATION ACT".*

Also, a proposed resolution urging the United States Congress to enact Senate Bill 802, the "International Medical Graduates Anti-Discrimination Act", to address the inequitable requirements international medical graduates must fulfill to be granted licensure and medical practice rights within the United States, which was *Referred to the Committee on Human Relations.*

Presented By

ALDERMAN RUSH (2nd Ward) And
ALDERMAN PRECKWINKLE (4th Ward):

Referred -- HONORARY DESIGNATION OF PORTION OF
EAST OAKWOOD BOULEVARD AS "FATHER
GEORGE H. CLEMENTS BOULEVARD".

A proposed ordinance to designate that portion of East Oakwood Boulevard, from South Dr. Martin Luther King, Jr. Drive to South South Shore Drive, as "Father George H. Clements Boulevard", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

PERMISSION FOR TRAFFIC CLOSURES ON PORTIONS
OF SPECIFIED PUBLIC WAYS FOR
VARIOUS PURPOSES.

Two proposed orders reading as follows (the italic heading in each case not being a part of the order):

Portion Of South Drexel Boulevard.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Douglas Gills, 1238 East 46th Street, to close to traffic South Drexel Boulevard, between 4700 and 4900 on Saturday, August 17, 1991, during the hours of 8:00 A.M. and 12:00 Midnight, for the conduct of the KOCO 1991 Fest.

Portion Of South Washington Park Court.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mae Carter, 4922 South Washington Park Court, to close to traffic South Washington Park Court, between East 49th Street and East 50th Street, on Saturday, August 17, 1991, during the hours of 10:30 A.M. and 7:00 P.M. for the conduct of the Washington Park Historical Festival.

Alderman Preckwinkle moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed orders. The motion *Prevailed*.

On motion of Alderman Preckwinkle, the foregoing proposed orders 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- EXEMPTION OF 7200 SOUTH PRAIRIE BLOCK
CLUB FROM PAYMENT OF ELECTRICAL FEES
FOR INSTALLATION OF RESIDENTIAL
POST LIGHTS ON PORTION
OF SOUTH PRAIRIE
AVENUE.

A proposed ordinance to exempt the 7200 South Prairie Block Club from the payment of electrical fees associated with the installation of residential post

lights on both sides of the 7200 block of South Prairie Avenue, which was *Referred to the Committee on Finance.*

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED AT SAINT JOHN
DE LA SALLE PARISH.

Also, a proposed ordinance requiring Saint John De La Salle Parish to pay a ten dollar license fee for each of the special police employed at 10205 South Dr. Martin Luther King, Jr. Drive, pursuant to the provisions of Municipal Code Title 4, Chapter 280, Section 050, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO OPERATE NEWSSTAND ON NORTHEAST CORNER
OF EAST 78TH STREET AND SOUTH COTTAGE
GROVE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Bruce Holloway for the operation of a newsstand on the northeast corner of East 78th Street and South Cottage Grove Avenue, on a daily basis, in compliance with the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTIONS OF EAST 85TH STREET AND SOUTH
MACKINAW AVENUE FOR STREET
FESTIVAL.

A proposed order directing the Commissioner of Public Works to grant

permission to the McKinley South Chicago Neighborhood House to close to traffic those portions of East 85th Street, from South Greenbay Avenue to South Buffalo Avenue, and South Mackinaw Avenue, from 8400 to 8600, on Saturday, August 17, 1991, for the conduct of their 11th Annual Street Festival, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR REMOVAL OF ILLEGALLY
INSTALLED TELEPHONES AT 7901 SOUTH
MARQUETTE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to remove the illegally installed telephones at 7901 South Marquette Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BEAVERS (7th Ward) And
ALDERMAN BUCHANAN (10th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF SOUTH COMMERCIAL
AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the South Chicago Chamber of Commerce, c/o Mr. Neil Bosanko, to hold a sidewalk sale on both sides of South Commercial Avenue, between 8700 and 9300, for the period extending August 1 through August 3, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

**ALDERMAN BEAVERS (7th Ward) And
ALDERMAN STONE (50th Ward):**

*Referred -- SUPERINTENDENT OF POLICE DIRECTED TO
INSTITUTE AND PUBLICIZE ANONYMOUS
TOLL-FREE DRUG HOTLINE NUMBER.*

A proposed order directing the Superintendent of Police to institute and cause the publication of an anonymous toll-free drug hotline number in an effort to combat drug problems, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN DIXON (8th Ward):

*Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF EAST 87TH STREET.*

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Lester Johnson for the conduct of a sidewalk sale on both sides of East 87th Street, from South Stony Island Avenue to South Cregier Avenue, for the period extending July 18 through July 21, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN SHAW (9th Ward):

**PERMISSION TO HOLD SIDEWALK SALE ON PORTION
OF SOUTH MICHIGAN AVENUE.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Roseland Business Development Council, 11145 South Michigan Avenue, for the conduct of a sidewalk sale on South Michigan Avenue (both sides) between 11100 and 11400 for the period of July 17 through July 21 and also August 22 through August 25, 1991, during the hours of 8:00 A.M. to 8:00 P.M. each day.

Alderman Shaw 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 Shaw, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Presented By

ALDERMAN BUCHANAN (10th Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF PORTIONS
OF EAST 102ND STREET, SOUTH AVENUE O
AND SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of East 102nd Street (33 feet wide) lying between South Avenue O and South Avenue N; also the north 262.0 feet of South Avenue O (33 feet wide) lying between East 102nd Street and

East 103rd Street; together with the north 212.0 feet of the north-south 14-foot public alley in the block bounded by East 102nd Street, East 103rd Street, South Avenue O and South Avenue N for Stampco Metal Products Co. (File No. 8-10-91-1600); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Buchanan 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 Buchanan, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF EAST 91ST STREET FOR
CONDUCT OF "SAY NO TO DRUGS"
YOUTH RALLY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Reverend Christopher Vazquez to close to traffic that part of East 91st Street, between the west side of South Exchange Avenue and the east side of South Escanaba Avenue, for the period extending August 15 through August 17, 1991, to hold a "Say No To Drugs" youth rally, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PAVING BY SPECIAL ASSESSMENT OF ALLEY
IN AREA BOUNDED BY SOUTH STONY ISLAND
AVENUE, SOUTH CORNELL AVENUE,
EAST 90TH STREET AND
EAST 91ST STREET.

Also, a proposed order directing the Board of Local Improvements to institute the necessary proceedings to provide concrete paving, by special assessment, of the alley bounded by South Stony Island Avenue, South Cornell Avenue, East 90th Street and East 91st Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- EXEMPTION OF ILLINOIS SPORTS FACILITIES
AUTHORITY FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR
PARKING FACILITY ADJACENT TO 333
WEST 35TH STREET.

A proposed ordinance to exempt Illinois Sports Facilities Authority from the physical barrier requirement pertaining to alley accessibility for the parking facility on the east side of the new Comiskey Park, at 333 West 35th Street, pursuant to Title 10, Chapter 20, Section 220 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF SOUTH GRATTEN AVENUE
FOR CONDUCT OF BENTON HOUSE
COMMUNITY CENTER DAY CAMP.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Benton House Community Center to close to traffic that portion of South Gratten Avenue, between 3034 and 3052, for the period extending July 8 through August 16, 1991 (excepting Saturdays and Sundays), for the

conduct of the Benton House Community Center Day Camp, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF CHAPTER 37, SECTION 11 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION OF
NEW SUBSECTION 37-11.1 TO PROHIBIT
FLIGHT OPERATIONS BETWEEN
11:00 P.M. AND 6:00 A.M. AT
CHICAGO MIDWAY
AIRPORT.

A proposed ordinance to amend Chapter 37, Section 11 of the Municipal Code of Chicago (new Municipal Code reference: Title 10, Chapter 36), by adding thereto a new subsection, to be known as Subsection 37-11.1, which would prohibit flight operations between the hours of 11:00 P.M. and 6:00 A.M. at Chicago Midway Airport, except for medical or law enforcement aircraft operating in the line of duty, which was *Referred to the Committee on Aviation.*

Presented By

ALDERMAN MADRZYK (13th Ward),
ALDERMAN BANKS (36th Ward),
ALDERMAN LEVAR (45th Ward) And
ALDERMAN STONE (50th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTERS 24 AND 76
OF MUNICIPAL CODE OF CHICAGO TO PROVIDE FOR
TICKETING OF VEHICLES WHICH DO NOT
DISPLAY CITY VEHICLE
STICKER EMBLEM.

A proposed ordinance to amend Title 9, Chapter 24, Section 220 and Chapter

76, Section 170 of the Municipal Code of Chicago which would require the display of the City vehicle sticker emblem on all vehicles parked or operated on the public way and allow specified police personnel to issue tickets for the violation of said requirement, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF WEST 63RD STREET, SOUTH KEDZIE
AVENUE AND SOUTH WESTERN AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the Chicago Southwest Business Growth Area Commissioner to hold a sidewalk sale on both sides of West 63rd Street, between South Bell and South Central Park Avenues; both sides of South Kedzie Avenue, between West 62nd and West 64th Streets; and both sides of South Western Avenue, between West 60th and West 64th Streets, for the period extending August 15 through August 17, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN JONES (15th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 7320 South Damen Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 7320 South Damen Avenue is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Jones moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Jones, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- AMENDMENT OF YEAR XVII COMMUNITY
DEVELOPMENT BLOCK GRANT ORDINANCE,
AS AMENDED, WITHIN
FUND 339.

Also, a proposed ordinance to amend the Year XVII Community Development Block Grant Ordinance, as amended, within Fund 339 by increasing allocations for various items, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN COLEMAN (16th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

Two proposed ordinances reading as follows (the italic heading in each case not being a part of the ordinance):

South Ada Street And South Carpenter Street.

WHEREAS, The buildings at 6020 South Ada Street and 6646 South Carpenter Street are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at 6020 South Ada Street and 6646 South Carpenter Street, are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

*South Carpenter Street, West 59th Street, South Peoria
Street, South Sangamon Street, South Morgan
Street, South Justine Street And
West 61st Street.*

WHEREAS, The buildings located at:

6001 South Carpenter Street

5913 South Peoria Street

6023 South Carpenter Street

5929 South Peoria Street

6129 South Carpenter Street

5954 South Peoria Street

6158 South Carpenter Street

6158 South Sangamon Street

6200 South Carpenter Street

6157 South Morgan Street

6204 South Carpenter Street

6032 South Justine Street

851 West 59th Street

1558 West 61st Street

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings located at:

6001 South Carpenter Street

5913 South Peoria Street

6023 South Carpenter Street

5929 South Peoria Street

6129 South Carpenter Street

5954 South Peoria Street

6158 South Carpenter Street

6158 South Sangamon Street

6200 South Carpenter Street

6157 South Morgan Street

6204 South Carpenter Street

6032 South Justine Street

851 West 59th Street

1558 West 61st Street

are declared public nuisances, and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Coleman moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinances. The motion *Prevailed*.

On motion of Alderman Coleman, the foregoing proposed ordinances 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- CALL FOR PUBLIC HEARING ON PROLIFERATION
OF ALCOHOL AND TOBACCO BILLBOARDS IN
BLACK AND HISPANIC COMMUNITIES.

A proposed ordinance calling for a public hearing to allow residents to express their concerns on the proliferation of alcohol and tobacco billboards in Black and Hispanic communities and the alleged targeting of children in said advertisements, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- APPROVAL OF PLAT OF DEDICATION ON
PORTION OF WEST 87TH STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of dedication located on the north side of West 87th Street, west of South Kedzie Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION FOR TRAFFIC CLOSURES ON
PORTIONS OF SOUTH FRANCISCO AVENUE
AND SOUTH WHIPPLE STREET FOR
CONDUCT OF WRIGHTWOOD
FESTIVAL/CARNIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Wrightwood Improvement Association to close to traffic that part of South Francisco Avenue, between 8300 and 8500, and that part of South Whipple Street, between 8300 and 8500, for the period extending August 8 through August 12, 1991, for the conduct of the Wrightwood Festival/Carnival, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- RESCISSION OF SALE OF VACANT CITY-OWNED
PROPERTY AT 1531 -- 1533 EAST 67TH PLACE.

A proposed ordinance to rescind the sale of the city-owned vacant property at 1531 -- 1533 East 67th Place to Mr. Thomas L. Cosby, to allow said parcel to be available for redevelopment into affordable housing units in conjunction with the Chicago Housing Authority Scattered Site Program, which was *Referred to the Committee on Housing and Real Estate*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF EAST 63RD STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the United Business Association of Woodlawn to hold a sidewalk sale on both sides of East 63rd Street, between South Cottage Grove and South University Avenues, for the period extending August 1 through August 9, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN EVANS (21st Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 244 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 271
PROHIBITING OPERATION OF "FAST FOOD
ESTABLISHMENTS" IN SPECIFIED
AREAS OF TWENTY-FIRST
WARD BETWEEN HOURS
OF MIDNIGHT AND
8:00 A.M.

A proposed ordinance to amend Title 4, Chapter 244 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 271, which would prohibit the operation of "fast food establishments" along portions of West 103rd Street, South Michigan Avenue and West 87th Street, as contained within the boundaries of the 21st Ward, between the hours of 12:00 Midnight and 8:00 A.M., which was *Referred to the Committee on License and Consumer Protection.*

Referred -- EXEMPTION OF CLIFF AND GLADISE TROTTEEN FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITY
ADJACENT TO 1300 WEST 99TH STREET.

Also, a proposed ordinance to exempt Cliff and Gladise Trotten from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 1300 West 99th Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- HONORARY DESIGNATION OF PORTION OF
WEST 88TH STREET AS "BROOKINS DRIVE".

Also, a proposed ordinance directing the Commissioner of Public Works to designate that portion of West 88th Street, from South Halsted Street to South

Eggleston Avenue, as "Brookins Drive", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- CONSIDERATION FOR DESIGNATION OF PORTION
OF SOUTH BEVERLY AVENUE AS "REVEREND
ELMER L. FOWLER DRIVE".

Also, a proposed order directing the Commissioner of Public Works to consider changing the nomenclature of that portion of South Beverly Avenue, between West 87th Street and West 103rd Street, to "Reverend Elmer L. Fowler Drive", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN GARCIA (22nd Ward):

Referred -- GRANT OF PRIVILEGE TO MS. DELFINA MARTINEZ
(DOING BUSINESS AS EL CHARRITO BAKERY) FOR
OPERATION OF SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Ms. Delfina Martinez, doing business as El Charrito Bakery, for the maintenance and use of the public way adjacent to 3424 West 26th Street, for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF WEST 27TH STREET FOR
CONDUCT OF HEALTH FAIR.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Adelina Torres to close to traffic that part of West 27th

Street, between South Lawndale and South Millard Avenues, during the period of August 9 and 10, 1991, for the conduct of a health fair, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN GARCIA (22nd Ward) And OTHERS:

Referred -- AMENDMENT OF TITLE 2, CHAPTER 8 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION
OF NEW SECTION 305 TO ENACT FAIR AND
OPEN REDISTRICTING ORDINANCE.

A proposed ordinance, presented by Aldermen Garcia, Bloom, Evans, Medrano, Gutierrez and Moore, to amend Title 2, Chapter 8 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 305, which would enact the "Fair and Open Redistricting Ordinance" stipulating provisions to provide a fair and equitable redistricting of all city wards to ensure equal representation for all city residents, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN LASKI (23rd Ward):

Referred -- APPROVAL OF PLAT OF RESUBDIVISION ON
PORTION OF SOUTH NATOMA AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of resubdivision located on the west side of South Natoma Avenue, south of West 58th Street, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- HONORARY DESIGNATION OF PORTION OF
WEST 55TH STREET AS "TASTE OF
MIDWAY BOULEVARD".*

Also, a proposed ordinance directing the Commissioner of Public Works to designate that portion of West 55th Street, between South Laramie Avenue and South Central Avenue, as "Taste of Midway Boulevard", which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Also, twenty-three proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 48, Section 020 of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Edward Boruta -- 5630 South Nashville Avenue;
Mr. Walter J. Byrdak -- 5201 South Kilbourn Avenue;
Mr. Raymond Dlouhy -- 4921 South LaCrosse Avenue;
Mr. Jack E. Fowler -- 3606 West 55th Place;
Mr. Thomas M. Froelich, Jr. -- 4940 South Leclaire Avenue;
Mr. Carl Goral -- 5137 South Meade Avenue;
Mr. Gerardo Hipolito -- 4731 South Kolin Avenue;
Mr. Michael Jaskierski -- 7118 West 64th Place;
Mr. John Jendrzejaski -- 5336 South Narragansett Avenue;
Mr. Dennis Kilcoyne -- 5233 South Melvina Avenue;
Mr. Patrick Kilcoyne -- 5233 South Melvina Avenue;
Mr. Edward Madar -- 5227 South Merrimac Avenue;

Mr. Donald R. Melka -- 4920 South LaCrosse Avenue;
Mr. Jan Mietus -- 5128 South Laporte Avenue;
Mr. Daniel Nowaczyk -- 5319 South Long Avenue;
Mr. Michael Radman -- 4721 South Leamington Avenue;
Mr. Joseph M. Scara -- 5810 South Moody Avenue;
Mr. Joseph M. Solan -- 5914 South Normandy Avenue;
Mr. Steven N. Stayner -- 4910 South Kildare Avenue;
Mr. Adam Trzebunia -- 5145 South New England Avenue;
Mr. John Walker -- 3737 West 57th Street;
Mr. Michael J. Walters -- 5343 South Natchez Avenue; and
Mr. Thomas Warren -- 5059 South Leamington Avenue.

Presented By

**ALDERMAN LASKI (23rd Ward) And
ALDERMAN MADRZYK (13th Ward):**

Referred -- AMENDMENT OF TITLE 10, CHAPTER 36, SECTION 240
OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT
TAKE-OFF OR LANDING OF ANY STAGE 1 OR
STAGE 2 AIRPLANE AT MIDWAY AIRPORT
DURING LATE EVENING/EARLY
MORNING HOURS.

A proposed ordinance to amend Title 10, Chapter 36, Section 240 of the Municipal Code of Chicago which would prohibit the take-off or landing of any Stage 1 or Stage 2 airplane at Midway Airport during the hours of 11:00 P.M. through 6:00 A.M., emergency situations excepted, which was *Referred to the Committee on Aviation.*

Presented By

ALDERMAN MEDRANO (25th Ward):

Referred -- EXEMPTION OF THE HABITAT COMPANY FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING
FACILITY ADJACENT TO 2115 -- 2123
WEST 18TH PLACE.

A proposed ordinance to exempt The Habitat Company, as receiver for the Chicago Housing Authority's Scattered Site Housing Program, from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 2115 -- 2123 West 18th Place, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 1339
WEST 18TH STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Ms. Edelmira Garcia to maintain and use one canopy attached to the building or structure at 1339 West 18th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN GUTIERREZ (26th Ward)
And OTHERS:**

Referred -- CITY COUNCIL URGED TO HOLD PUBLIC HEARINGS
ON DEPLOYMENT OF NEW POLICE OFFICERS
TO HIGH CRIME AREAS.

A proposed resolution, presented by Aldermen Gutierrez, Garcia, Medrano

and Suarez, urging the Chicago City Council to hold public hearings in various communities throughout the City to discuss the deployment of 600 new police officers to be hired in 1991 for assignment to foot patrols in communities with severe gang and drug related problems; and to request such officers, when hired, to work closely with block clubs and community groups as part of their crime prevention efforts, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN HENDON (27th Ward):

Referred -- HONORARY DESIGNATION OF PORTION OF
WEST WALNUT STREET AS "W. BISHOP E.
LENOX STREET".

A proposed ordinance to designate that portion of West Walnut Street, between North California Avenue and North Sacramento Avenue, as "W. Bishop E. Lenox Street", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- SUPERINTENDENT OF SCHOOLS AND PRESIDENT
OF BOARD OF EDUCATION REQUESTED TO APPEAR
BEFORE CITY COUNCIL TO EXPLAIN PROPOSED
SAFETY MEASURES FOR STUDENTS
ATTENDING NEW SCHOOLS.

Also, a proposed resolution requesting that the Superintendent of Schools and the President of the Board of Education appear before the City Council prior to the closing of any school facility, to explain the proposed safety measures, known as "Operation Safe Plan", to be implemented for the protection of students facing possible exposure to gang related activity as a result of attending new school locations, which was *Referred to the Committee on Education.*

Presented By

**ALDERMAN HENDON (27th Ward) And
ALDERMAN PRECKWINKLE (4th Ward):**

***Referred -- CORPORATION COUNSEL URGED TO TERMINATE
EFFORTS TO SECURE VACATION OF CHICAGO HOUSING
AUTHORITY BUILDINGS FOR FIRE CODE AND
OTHER VIOLATIONS.***

A proposed resolution urging the Corporation Counsel to cease and desist from requesting any judicial action which would result in the vacation of Chicago Housing Authority buildings due to fire code or other violations and to give the Chicago Housing Authority sufficient time to correct said violations and report its progress to the City Council, which was *Referred to the Committee on Housing and Real Estate.*

Presented By

ALDERMAN E. SMITH (28th Ward):

***Referred -- AMENDMENT OF TITLE 10, CHAPTER 20 OF
MUNICIPAL CODE OF CHICAGO BY ADDITION
OF NEW SECTION 101 REQUIRING
PROPERTY OWNERS TO PAY
INTO SEWER REPAIR
FUND.***

A proposed ordinance to amend Title 10, Chapter 20 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 101, which would require private property owners to pay a ten dollar annual fee, to be deposited into a sewer repair fund, to provide for sewer repair under and adjacent to residential dwellings, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- REASSIGNMENT OR TRANSFER OF CITY
EMPLOYEES AFFECTED BY PILOT OR
PRIVATIZATION PROGRAMS.

Also, a proposed ordinance which would require the City, when implementing the privatization of any former City function, to either reassign the City employees affected by such privatization to other City positions or to transfer said employees for a minimum of twenty-four (24) months to positions within the private company performing said functions, which was *Referred to the Committee on Economic and Capital Development*.

Referred -- AMENDMENT OF CHAPTER 38 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW
SECTION 48.1 REQUIRING ALCOHOL
AND DRUG TESTING OF
BRIDGE TENDERS.

Also, a proposed ordinance to amend Chapter 38 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 48.1, which would require bridge tenders to undergo random testing for alcohol and/or drug abuse not less than twice annually, which was *Referred to the Committee on Health*.

Referred -- CONSIDERATION FOR INSTALLATION OF
ALLEY LIGHTS BEHIND 3826 AND 3844
WEST VAN BUREN STREET.

Also, a proposed order directing the Commissioner of Public Works to give consideration to the installation of alley lights behind 3826 West Van Buren Street and 3844 West Van Buren Street, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEY
LIGHT BEHIND 5069 WEST CONGRESS PARKWAY.

A proposed order directing the Commissioner of Public Works to give consideration to the installation of an alley light behind 5069 West Congress Parkway, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN BIALCZAK (30th Ward):

Referred -- EXEMPTION OF MS. GAIL JONES FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITY
ADJACENT TO 5037 WEST
BELMONT AVENUE.

A proposed ordinance to exempt Ms. Gail Jones from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 5037 West Belmont Avenue, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- APPROVAL OF PLAT OF RESUBDIVISION ON
PORTION OF WEST SCHOOL STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio

Examiner of Subdivisions, to approve a plat of resubdivision located on the north side of West School Street, west of North Paulina Street, which was *Referred to the Committee on Transportation and Public Way*.

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:

Chicago Title and Trust Co., under Trust Number 1070830 -- to maintain and use one covered pedestrian bridge or passageway over the public way connecting the premises at 1413 -- 1415 West Armitage Avenue with the premises at 1412 -- 1414 West Armitage Avenue; and

U.C.M., Incorporated, doing business as the Torchlight Cafe -- to maintain and use a portion of the public way adjacent to 3358 North Paulina Street for the operation of a sidewalk cafe.

Referred -- PERMISSION FOR TRAFFIC CLOSURES ON
PORTIONS OF SPECIFIED PUBLIC WAYS
FOR VARIOUS PURPOSES.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic portions of certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Saint Bonaventure Church -- that portion of North Marshfield Avenue, between 2750 and West Diversey Avenue, for the period extending July 12 through July 14, 1991 in conjunction with a Fun Fest; and

Wesleyan Church, c/o Mr. Melvin Bronson -- the 900 block of North Hoyne Avenue, for the period extending August 12 through August 18, 1991 for the conduct of a Children's Program.

Referred -- PERMISSION TO HOLD BUCKTOWN ART
FEST ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Carol Brandenburg, to conduct the 1991 Bucktown Art Fest on those portions of North Oakley Avenue, between West Medill Avenue and West Palmer Street (North Oakley Avenue -- west branch); West Belden Avenue, between the alleys east and west of North Oakley Avenue; and West Lyndale Avenue, between the east branch of North Oakley Avenue and the first alley east of North Western Avenue, for the period of August 24 and August 25, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN MELL (33rd Ward) And OTHERS:

GRATITUDE EXTENDED TO EMPLOYEES OF CITY'S
WATER DEPARTMENT FOR DEDICATED
PUBLIC SERVICE.

A proposed resolution, presented by Aldermen Mell, Evans, Bialczak, Suarez, Austin, Wojcik, Banks, Cullerton and Laurino, reading as follows:

WHEREAS, Chicago's great Department of Water is holding its Family Summer Picnic August 3, 1991, at the South Water Purification Plant; and

WHEREAS, This provides an excellent opportunity to again bring to public attention the highly efficient and dependable service extended all citizens by the women and men of the Department of Water; and

WHEREAS, Water is essential to life, and many areas of this nation and of the world are greatly hampered by occasional or even consistent water shortages and depletions, while Chicago enjoys its location on a large natural lake which is an abundant and continuous source of water. Our citizens need not take buckets to Lake Michigan, but have water instantly available through the widespread network of water conveyances provided and maintained by our Water Department; and

WHEREAS, Water in Chicago is so efficiently, dependably and cheaply provided that it may be taken for granted, and the workers on all levels of the process may become generally unknown and unappreciated; public attention is seldom drawn to the quiet army of dedicated workers who so faithfully and competently serve the city; and

WHEREAS, Chicago is known as "the city that works", and the men and women of our Water Department are among those who make it work; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-fourth day of July, 1991, A.D., do hereby recognize, appreciate and call to public attention the excellent service provided by the employees of Chicago's great Water Department, and we encourage these dedicated public servants to continue participating in Chicago's growth by sharing their ideas and observations for the consistent and beneficial development of our extraordinary water system; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the employees of the Chicago Department of Water.

Alderman Mell 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 Mell, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF SOUTH MARSHFIELD AVENUE
FOR CONDUCT OF CARNIVAL.

A proposed order directing the Commissioner of Public Works to grant permission to the Lemuel Austin Youth Foundation, c/o Mr. Sylvester Washington, to close to traffic that portion of South Marshfield Avenue, between West 111th Street and West 112th Street, for the period extending August 19 through August 26, 1991, for the conduct of a carnival, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- LOCAL LAW ENFORCEMENT AGENCIES ENCOURAGED
TO MORE VIGOROUSLY ENFORCE PROVISIONS OF CHAPTER
95½, SECTION 11-810(C) OF ILLINOIS REVISED
STATUTES PROHIBITING RIGHT TURNS
IN FRONT OF MASS TRANSIT BUSES
STOPPED AT INTERSECTIONS TO
RECEIVE OR DISCHARGE
PASSENGERS.

Also, a proposed resolution urging local law enforcement bodies having jurisdiction under state statutes to more vigorously enforce Chapter 95½, Section 11-810(C) of the Illinois Revised Statutes, which prohibits any vehicle from making right turns at an intersection where a mass transit bus is stopped to receive or discharge passengers, and, further, urging the Chicago Transit Authority to increase public awareness of this statute by promoting a comprehensive information and education campaign, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- LOCAL LAW ENFORCEMENT AGENCIES ENCOURAGED
TO MORE VIGOROUSLY ENFORCE PROVISIONS OF
CHAPTER 95½, SECTION 12-605.2 OF ILLINOIS
REVISED STATUTES PROHIBITING
CONSUMPTION OF FOOD OR
DRINK ON ANY MASS
TRANSIT BUS SYSTEM.

Also, a proposed resolution urging local law enforcement bodies having jurisdiction under state statutes to more vigorously enforce Chapter 95½, Section 12-605.2 of the Illinois Revised Statutes, which prohibits the consumption of any food or drink (except medicine) upon any mass transit system in the State of Illinois, and, further, urging the Chicago Transit Authority to increase public awareness of this statute by engaging in a comprehensive information and education campaign, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN WOJCIK (35th Ward):

CONGRATULATIONS EXTENDED MS. LISA FOSS FOR HER
ATHLETIC PROWESS IN SPORT OF BASKETBALL.

A proposed resolution reading as follows:

WHEREAS, Lisa Foss, daughter of Ralph and Anell Foss, sister of Jack and Gabe, who attended Saint Pascal's Grammar School and played basketball for the Irving Park Y.M.C.A.; and

WHEREAS, Lisa Foss, a native of our great City of Chicago and a graduate of Northern Illinois University, is to be commended on her athletic ability; and

WHEREAS, Lisa Foss became the first female player in school history to post 20 points per game; and

WHEREAS, Northern Illinois University compiled a record of 76 -- 46 in games in which Foss played, including a school record twenty-eight wins; and

WHEREAS, Lisa Foss has set or tied thirteen individual school records and played on squads which set or tied twenty-three team records; and

WHEREAS, Lisa Foss, upon leaving Northern Illinois University, was first in career scoring, seventh in career assists and third in career steals; and

WHEREAS, Lisa Foss became the youngest player at Northern Illinois University to pass the one thousand point career plateau; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council gathered here this twenty-fourth day of July, 1991, A.D., do hereby offer our most sincere congratulations to Lisa Foss and extend to this outstanding citizen, our very best wishes in her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Ms. Lisa Foss.

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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

At this point in the proceedings, Alderman Wojcik called the City Council's attention to the presence of Ms. Foss, who was seated in the visitor's gallery. Ms. Foss was warmly applauded by all present.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF TITLE 11, CHAPTER 185, SECTION 1-5
OF MUNICIPAL CODE OF CHICAGO TO PROVIDE SEWER
SERVICE CHARGE EXEMPTION FOR SENIOR
CITIZENS RESIDING IN CONDOMINIUMS,
CO-OPERATIVE APARTMENTS OR
TOWNHOUSES.

A proposed ordinance to amend Title 11, Chapter 185, Section 1-5 of the Municipal Code of Chicago by further defining the term "residence" under the sewer service charge exemption, which would allow senior citizens living in condominiums, co-operative apartments or townhouses to qualify for an exemption under the Cook County Homestead Exemption Act, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR WAIVER OF PERMIT FEES
FOR CLOSING OF WEST WRIGHTWOOD AVENUE
FOR SAINT WILLIAM CHURCH ANNUAL
SUMMERFEST.

Also, a proposed order directing the City Comptroller to waive permit fees for the closing of West Wrightwood Avenue, between North Nordica Avenue and North Newland Avenue, to conduct the Saint William Church Annual Summerfest for the period extending August 20 through August 26, 1991, which was *Referred to the Committee on Finance.*

Referred -- PERMISSION FOR TRAFFIC CLOSURES ON
PORTIONS OF SPECIFIED PUBLIC WAYS FOR
VARIOUS PURPOSES.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic portions of certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Belmont-Central Chamber of Commerce -- both sides of West Belmont Avenue, from 5400 to 6600; and both sides of North Central Avenue, from 2800 to 4400, for the period extending August 9 through 11, 1991, for the conduct of a sidewalk Art and Crafts Fair; and

Saint William Church -- that portion of West Wrightwood Avenue, between North Newland Avenue and North Nordica Avenue, for the period extending August 20 through August 26, 1991, for the conduct of an annual summerfest.

Presented By

ALDERMAN GILES (37th Ward):

Referred -- PERMISSION FOR REMOVAL OF BARRIERS ON
PORTION OF NORTH LAMON AVENUE.

A proposed order directing the Commissioner of Public Works to cause the removal of barriers at the cul-de-sac located on North Lamon Avenue, between West Erie Street and West Ohio Street, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN CULLERTON (38th Ward) And OTHERS:

UNITED STATES SENATORS AND REPRESENTATIVES FROM
ILLINOIS URGED TO MEMORIALIZE CONGRESS TO
ENACT SENATE BILL 55 AND HOUSE BILL 5
RESTORING RIGHTS OF WORKERS
IN LABOR DISPUTES.

A proposed resolution, presented by Aldermen Cullerton, Mazola, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Evans, Garcia, Laski, Miller, Medrano, Hendon, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, M. Smith, Moore and Stone, reading as follows:

WHEREAS, For many years, collective bargaining between labor and management has operated successfully under rules designed to ensure good faith negotiations between employers and their workers' freely chosen union representatives; and

WHEREAS, The most important of these are the prohibition of employer retaliation against workers for engaging in union activities and the expressed protection of the right to strike in furtherance of collective bargaining goals; and

WHEREAS, A judicially-created loophole in the law provides that although it is illegal for an employer to discharge workers for engaging in a legal strike, it is lawful to "permanently replace" them; and

WHEREAS, Today, many employers who want to break unions deliberately force strikes through unreasonable negotiation tactics; and

WHEREAS, To workers the distinction is meaningless because whether fired or "permanently replaced", they have lost their jobs and that subverts the legal protection of their trade union rights; and

WHEREAS, This abuse has disrupted collective bargaining and undermined stable labor relations in the United States; and

WHEREAS, Workers have in effect been intimidated into giving up a basic legal right -- the right to withhold their labor; and

WHEREAS, When striking is turned into the equivalent of giving up one's job, the balance of power between bosses and workers, which the National Labor Relations Act was designed to protect, is decisively tilted against workers; and

WHEREAS, The Chicago City Council believes in a democracy that fully respects freedom of association, the right to form unions, and the right of working people to withhold their labor; now, therefore,

Be It Resolved, That the City Council urge the two members of the United States Senate from Illinois and the members of the United States House of Representatives from Congressional Districts in Chicago, to urge Congress to enact Senate Bill 55 and House Bill 5 designed to restore the right of workers to withhold their services in a labor dispute without jeopardizing their future employment; and

Be It Further Resolved, That copies of this resolution be sent to the two United States Senators from Illinois, the members of the United State House of Representatives from Chicago Districts and to the President of the United States.

Alderman Cullerton 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 Cullerton, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- APPROVAL OF PLAT OF VALDEZ RESUBDIVISION
ON PORTION OF NORTH HARDING AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Valdez Resubdivision located on the west side of North Harding Avenue south of West Argyle Street, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR WAIVER OF LICENSE FEES
FOR PARTICIPANTS IN EDGEBROOK/SAUGANASH
CHAMBER OF COMMERCE SIDEWALK SALE.

Also, a proposed order instructing the Director of Revenue to exempt from payment of vendor license fees those food vendors participating in the

Edgebrook/Sauganash Chamber of Commerce sidewalk sale, to be held on August 2 and August 3, 1991, which was *Referred to the Committee on Finance.*

Presented For

ALDERMAN O'CONNOR (40th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF WEST LAWRENCE AVENUE
AND NORTH KEDZIE AVENUE.

A proposed order, presented by Alderman Laurino, directing the Commissioner of Public Works to grant permission to the Albany Park Chamber of Commerce to conduct a sidewalk sale on both sides of West Lawrence Avenue, between North Troy Street and North Central Avenue, and on both sides of North Kedzie Avenue, between West Wilson Avenue and West Ainslie Street, for the period extending August 1 through August 4, 1991 (rain date: August 25, 1991), which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF VENDOR
LICENSE FEES FOR MERCHANTS PARTICIPATING
IN WEST ANDERSONVILLE FLEA MARKET
AND STREET FAIR.

Also, a proposed order, presented by Alderman Laurino, instructing the Department of Revenue to issue the necessary licenses, free of charge, to those merchants participating in the West Andersonville Flea Market and Street Fair to be held on that portion of North Paulina Street, between West Foster and West Balmoral Avenues, and on those portions of West Berwyn Avenue and West Summerdale Avenue, between the alleys east and west of North Paulina Street, for the period of August 23 and August 24, 1991, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN NATARUS (42nd Ward):

ERECTION OF HANDICAPPED PARKING SIGNS AT
70 EAST ELM STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to erect handicapped parking signs adjacent to the premises commonly known as 70 East Elm 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 7, CHAPTER 12, SECTION 260
OF MUNICIPAL CODE OF CHICAGO BY PROHIBITING
OPERATION OF HORSE-DRAWN CARRIAGES DURING
TEMPERATURES EXCEEDING NINETY
DEGREES FAHRENHEIT.

Also, a proposed ordinance to amend Title 7, Chapter 12, Section 260 of the Municipal Code of Chicago by adding thereto of a new paragraph, to be known

as Section 260(n), which would disallow the operation of horse drawn carriages when the air temperature at the location of operation exceeds ninety degrees fahrenheit, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- AMENDMENT OF TITLE 10, CHAPTER 40 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTIONS 031
AND 321 TO DEFINE "CHARTER BOATS"
AND REGULATE THEIR OPERATION
AT NAVY PIER.

Also, a proposed ordinance to amend Title 10, Chapter 40 of the Municipal Code of Chicago by adding thereto two new sections, to be known as Sections 031 and 321, which would define the term "Charter Boat" and regulate their operations from wharves and docks located at Navy Pier or within Chicago Harbor Number 1, respectively, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- AUTHORIZATION FOR WAIVER OF LICENSE FEES TO
LES PRODUCTIONS DU CIRQUE DU SOLIEL, INC.

Also, a proposed ordinance authorizing the Director of the Department of Revenue to issue the necessary licenses, free of charge, to Les Productions du Cirque du Soliel, Inc., for the operation of the Cirque du Soliel, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 120, SECTIONS 700
AND 830 OF MUNICIPAL CODE OF CHICAGO REGARDING
DETERMINATION OF ECONOMIC HARDSHIP
AND SUBMISSION OF TESTIMONY
AFFECTING LANDMARK
STATUS OF PROPERTY.

Also, a proposed ordinance to amend Title 2, Chapter 120, Sections 700 and

830 of the Municipal Code of Chicago, which would allow the City to consider any evidence by the property owner of economic hardship or need for assistance, and further, to allow an applicant to submit to the Commission on Chicago Landmarks evidence previously presented during designation proceedings before the City Council, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 120, SECTION 730
OF MUNICIPAL CODE OF CHICAGO BY DISALLOWING
RECONSIDERATION OF CHICAGO
LANDMARK DESIGNATION.

Also, a proposed ordinance to amend Title 2, Chapter 120, Section 730 of the Municipal Code of Chicago, which would disallow reconsideration by the Commission on Chicago Landmarks of landmark designation in those instances when the commission either votes against designation or fails to issue its recommendation; or if the City Council refuses to approve said landmark status, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 120 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTIONS 890(A)
AND 890(B) TO CREATE AVENUES OF APPEAL FOR
UNSUCCESSFUL APPLICANTS SEEKING ECONOMIC
HARDSHIP STATUS IN RELATION TO
HISTORICAL LANDMARKS.

Also, a proposed ordinance to amend Title 2, Chapter 120 of the Municipal Code of Chicago by adding thereto two new sections, to be known as Section 890(A), which would forward the recommendation of the Commission on Chicago Landmarks for denial of economic hardship to the City Council for final determination and/or possible assistance; and Section 890(B), which would allow for appeal of the City Council's decision, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred -- PROHIBITION OF PEDDLING ON PORTION
OF NORTH CLARK STREET.

Also, a proposed ordinance to prohibit peddling of any kind on that portion of North Clark Street, between West Division Street and West North Avenue, pursuant to the provisions of Title 4, Chapter 232, Section 140 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- HONORARY DESIGNATION OF PORTION OF
NORTH BANK OF CHICAGO RIVER AS
"YVONNE DANIELS WAY".

Also, a proposed ordinance to designate that portion of the North Bank of the Chicago River, from the Michigan Avenue Bridge to a point 300 feet east thereof, as "Yvonne Daniels Way", which was *Referred to the Committee on Transportation and Public Way*.

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:

Patties, Inc., doing business as Patties Heart and Healthy -- to maintain and use a portion of the public way adjacent to 520 North Michigan Avenue for the operation of a sidewalk cafe; and

William Wrigley, Jr. Company -- to maintain a floodlighting system to illuminate the building located at 400 -- 410 North Michigan Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF LICENSE FEES
FOR ANNUNCIATION GREEK ORTHODOX
CATHEDRAL ANNUAL FOOD
FESTIVAL.

Also, a proposed order instructing the Director of Revenue to waive all special event license fees, special event liquor license fees and special event food dispenser license fees for the Annunciation Greek Orthodox Cathedral's annual food festival, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO HOLD SIDEWALK
SALE ON PORTION OF NORTH
WABASH AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Downtown Sports Club to conduct a sidewalk sale on that portion of North Wabash Avenue, from 441 to the entrance of the building at 405, during the period of August 1 and August 2, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON
PORTION OF NORTH MC CLURG COURT IN
CONJUNCTION WITH STARLIGHT
CYCLE EVENT.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Chicago Area Bicycle Dealers Association to close to traffic that portion of North McClurg Court, south of the crosswalk on the south side of East Illinois Street to the north side of East North Water Street, during the period of July 27 and July 28, 1991, in conjunction with the Starlight Cycle event, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO MAINTAIN EXISTING CANOPIES AT
SPECIFIED LOCATIONS.

Also, four 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:

Film Fair, Inc. -- for one canopy at 22 West Hubbard Street;

LaSalle Towers Associates -- for three canopies at 1211 North LaSalle Street;

Mrs. Field's Cookies -- for one canopy at 1 West Division Street; and

The Third Coast -- for one canopy at 888 North Wabash Avenue.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- AMENDMENT OF TITLE 2 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW CHAPTER 150
ESTABLISHING "THE CHICAGO COMMISSION
ON CHILDREN".

A proposed ordinance to amend Title 2 of the Municipal Code of Chicago by adding thereto a new chapter, to be known as Chapter 150, which would create a new commission to be known as "The Chicago Commission on Children" and set forth its purpose, composition and organization, membership, chairmanship, funding, and sunset provisions, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR VARIOUS PURPOSES.

Also, three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago Title Insurance Company -- to construct a sewer main in the existing North Maude Avenue public alley right-of-way adjacent to 1930 North Maude Avenue;

LaMuralla, Incorporated, doing business as Lindo Mexico Restaurant -- to construct, maintain and use a portion of space in the public way to house building materials adjacent to 2638 North Lincoln Avenue; and

Starbucks Coffee Company, doing business as Starbucks Coffee -- to maintain and use a portion of the public way adjacent to 2200 North Halsted Street for the operation of a sidewalk cafe.

Referred -- PERMISSION TO ERECT BICYCLE RACK ON
PORTION OF NORTH SEDGWICK STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Jazz Cafe to erect a bicycle rack on that portion of the public way adjacent to 1935 North Sedgwick Street for the period extending May through September, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
MAINTAIN EXISTING CANOPY AT 2850 NORTH
SHERIDAN ROAD.

A proposed order directing the Commissioner of General Services to issue a

permit to Medici on Surf, Inc. to maintain and use one canopy attached to the building or structure at 2850 North Sheridan Road, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- **AUTHORIZATION FOR ISSUANCE OF PERMITS
TO MAINTAIN EXISTING CANOPIES AT
SPECIFIED LOCATIONS.**

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:

Alicja Beauty Shop -- for one canopy at 5728 West Higgins Road;
Joe's Pizza, Inc. -- for one canopy at 5747 West Higgins Road; and
Roselli's Restaurant -- for one canopy at 6166 West Higgins Road.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- **GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS
FOR SIDEWALK CAFES.**

Three proposed ordinances to grant permission and authority to the applicants listed for the maintenance and use of those portions 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:

Arthuro Ortega, doing business as Taqueria Los Galleros -- 3913 North Sheridan Road;

Carry Billy, Inc., doing business as Billy Boy -- 3500 North Broadway; and

Uncommon Ground, Inc., doing business as The Uncommon Ground -- 1214 West Grace Street.

Presented By

ALDERMAN SHILLER (46th Ward) And OTHERS:

**UNITED STATES CONGRESS URGED TO DISAPPROVE
PRESIDENT BUSH'S ACTION TO LIFT
SANCTIONS AGAINST REPUBLIC
OF SOUTH AFRICA.**

A proposed resolution, presented by Aldermen Shiller, Rush, Tillman, Preckwinkle, Bloom, Steele, Dixon, Shaw, Jones, Coleman, Streeter, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Doherty, Natarus, Eisendrath, Hansen, M. Smith and Moore, reading as follows:

WHEREAS, The comprehensive Anti-Apartheid Act passed by Congress in 1986 established economic sanctions against South Africa until five conditions were met; and

WHEREAS, These conditions required the release of all political prisoners, while approximately 1,000 political prisoners remain in South African prisons; and

WHEREAS, The Act required in addition to the release of all political prisoners, that three of the following four conditions be met: The ending of the State of Emergency; the unbanning of all political parties and the free exercise of political activities; the repeal of the Group Areas Act and the Population Registration Act, and that the government "institutes no other measures with the same purpose"; and good faith participation in negotiations; and

WHEREAS, The South African government announced the lifting of the State of Emergency and then used South Africa's Internal Security Act to declare "unrest areas" in most townships; and the designation of a community as an unrest area allows for the same conditions previously present by declaration of a State of Emergency to be present in an unrest area; and

WHEREAS, According to the Human Rights Commission in South Africa there are currently 250 active political trials involving 1,500 individuals, and political arrests have increased not decreased with 2,500 people being arrested in May, 1991 for being at "illegal gatherings"; and

WHEREAS, Schools continue to be legally segregated in South Africa and there is still no vote for Black South Africans who make up the overwhelming majority of the country's citizens; and

WHEREAS, There are ongoing disclosures of South African government's complicity in undermining the negotiating process; and

WHEREAS, The City of Chicago has gone on record as being opposed to apartheid and has adopted its own legislation creating local sanctions against businesses that do business in South Africa from doing business with the City; and

WHEREAS, The City of Chicago has further expressed its opposition to apartheid during the recent visit of representatives from the Alexandra Civic Organization and the sister community relationship between the City of Chicago and Alexandra, South Africa; now, therefore,

Be It Resolved, That the Mayor and the Chicago City Council call on Congress to disapprove President Bush's action to lift sanctions against South Africa, and specifically to call on the Illinois delegation to provide leadership in this effort; and

Be It Further Resolved, That the Mayor and the Chicago City Council reaffirm their commitment to the maintenance and enforcement of Chicago's sanction legislation; and

Be It Further Resolved, That the Mayor and the Chicago City Council urge local businesses and financial institutions to participate voluntarily to maintain sanctions previously required by the federal government.

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

On motion Alderman Shiller, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- COMMITTEE ON HOUSING AND REAL ESTATE
URGED TO HOLD PUBLIC HEARINGS ON CITY
OF CHICAGO COMPREHENSIVE HOUSING
AFFORDABILITY STRATEGY.

Also, a proposed resolution, presented by Aldermen Shiller, Rush, Tillman, Preckwinkle, Bloom, Steele, Jones, Coleman, Streeter, Troutman, Evans, Hendon, E. Smith, Burrell and Moore, urging the Committee on Housing and Real Estate to publicize and hold hearings concerning the City's Comprehensive Housing Affordability Strategy (C.H.A.S.) which outlines Chicago's housing needs over the next five years, and to encourage testimony by citizens, housing developers and Chicago Housing Authority representatives and tenants, which was *Referred to the Committee on Housing and Real Estate*.

Presented For

ALDERMAN SCHULTER (47th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF PERMIT FEES
TO MERCHANTS PARTICIPATING IN QUEEN OF
ANGELS CHURCH CARNIVAL.

A proposed order, presented by Alderman M. Smith, instructing the Director of Revenue to issue the necessary permits, free of charge, to those vendors participating in the Queen of Angels Church carnival, to be held 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, which was *Referred to the Committee on Finance*.

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEY
LIGHT BEHIND 6150 NORTH KENMORE AVENUE.

Also, a proposed order, presented by Alderman M. Smith, directing the Commissioner of Public Works to give consideration to the installation of an alley light behind the premises at 6150 North Kenmore Avenue, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTIONS OF NORTH LINCOLN AVENUE AND
WEST IRVING PARK ROAD.

Also, a proposed order, presented by Alderman M. Smith, directing the Commissioner of Public Works to grant permission to the Northcenter Chamber of Commerce to conduct a sidewalk sale on both sides of North Lincoln Avenue, from the 3900 block to the 4200 block, and on both sides of West Irving Park Road, in the 1900 block, for the period extending August 8 through August 10, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- CHICAGO PARK DISTRICT URGED TO CONSIDER
RENAMING WELLES PARK GYM IN HONOR OF
MR. ABE SAPERSTEIN.

Also, a proposed resolution, presented by Alderman M. Smith, urging the Chicago Park District to consider the feasibility of naming the Welles Park gymnasium in honor of Mr. Abe Saperstein, in recognition of his status and pride in American sports, which was *Referred to the Committee on Parks and Recreation*.

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED AT LOYOLA
UNIVERSITY.

A proposed ordinance requiring Loyola University to pay a ten dollar license fee, for each of the special police employed at 6525 North Sheridan Road, pursuant to Title 4, Chapter 280, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN STONE (50th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF
PORTION OF WEST FARWELL
AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West Farwell Avenue, lying between the east line of North Francisco Avenue and a line 129.59 feet east thereof, for D'vorah S. Weinfeld (No. 36-50-90-1482); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Stone 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 Stone, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Referred -- PERMISSION TO HOLD SIDEWALK SALE
ON PORTION OF WEST DEVON
AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the North Town Chamber of Commerce to conduct a sidewalk sale on the north side of West Devon Avenue, between North Oakley Avenue and North Sacramento Avenue, for the period extending July 11 through July 14, 1991, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- HONORARY DESIGNATION OF PORTION OF WEST
DEVON AVENUE AS "GOLDA MEIR
BOULEVARD".

Also, a proposed ordinance directing the Commissioner of Public Works to designate that portion of West Devon Avenue, between North California Avenue and North Kedzie Avenue, as "Golda Meir Boulevard", which was *Referred to the Committee on Transportation and Public Way*.

**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):

Cook County Department of Construction, Maintenance and Operation -- for construction of Cook County Juvenile Center parking facility on the premises known as 1111 South Hamilton Street.

BY ALDERMAN PRECKWINKLE (4th Ward):

Kenwood-Oakland Development Corporation -- for construction of a thirty unit building on the premises known as 4737 -- 4739 and 4746 -- 4748 South Ingleside Avenue.

BY ALDERMAN STREETER (17th Ward):

Paradise Haven Homes -- for construction of a building on the premises known as 7105 South Wentworth Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

Lutheran Child and Family Services -- for construction of an addition to existing structure on the premises known as 6127 South University Avenue.

BY ALDERMAN E. SMITH (28th Ward):

Westside Chicago Habitat for Humanity -- for rehabilitation of properties on the premises known as 3853 and 3358 West Lexington Street.

BY ALDERMAN BANKS (36th Ward):

Saint Williams Church -- for electrical installations in conjunction with carnival to be conducted from August 21 through August 25, 1991 on the premises known as 2600 North Sayre Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Les Productions du Cirque du Soliel, Inc. -- for construction of a tent and operation of the Cirque du Soliel on the premises known as 445 North McClurg Court.

New City Young Mens Christian Association -- for improvement/expansion construction on the premises known as 1515 North Halsted Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BEAVERS (7th Ward):

South Chicago Community Hospital, 2320 East 93rd Street. (2)

BY ALDERMAN HUELS (11th Ward):

Progressive Baptist Church Housing Foundation, Inc., 3601 South Wells Street.

BY ALDERMAN JONES (15th Ward):

Church of God Community Day Center, 1728 West Marquette Road.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN MAZOLA (1st Ward):

Ada S. McKinley Community Services, Inc., 330 East 24th Street -- annual mechanical ventilation inspection fee and annual warm air furnace inspection fee. (2)

DePaul University, various locations -- annual sign inspection fees, annual driveway maintenance inspection fees, annual mechanical ventilation inspection fee, annual refrigeration system inspection fee,

annual building inspection fees and annual public place of assembly inspection fee. (6)

Inner City Impact, 2704 West North Avenue -- annual public place of assembly inspection fees.

Jewish Federation of Metropolitan Chicago, 618 South Michigan Avenue -- fuel burning equipment inspection fee and public place of assembly inspection fee. (2)

Safer Foundation, 571 West Jackson Boulevard -- annual sign inspection fees.

Saint Xavier Cabrini Hospital, 811 South Lytle Street -- boiler inspection fee.

BY ALDERMAN PRECKWINKLE (4th Ward):

Lutheran School of Theology at Chicago, 5427 South University Avenue and 1162 East 54th Place -- annual building inspection fees.

BY ALDERMAN STEELE (6th Ward):

Topsy Turvy Nursery and Kindergarten, 723 East 75th Street -- annual mechanical ventilation inspection fee.

BY ALDERMAN BEAVERS (7th Ward):

Ada S. McKinley Community Services, Inc., 725 South Wells Street -- annual building inspection fee.

Catholic Archdiocese/Parish Cooperative, 2944 East 88th Street -- annual building inspection fee for premises at 8731 South Exchange Avenue.

BY ALDERMAN BUCHANAN (10th Ward):

South Chicago Young Mens Christian Association, 3039 East 91st Street -- annual public place of assembly inspection fees and annual building inspection fee (2).

BY ALDERMAN HUELS (11th Ward):

Benton Community Settlement, 3034 South Gratten Avenue -- annual building inspection fee.

Catholic Archdiocese/Our Lady of Good Counsel Parish, 3526 South Hermitage Avenue -- annual building inspection fee.

BY ALDERMAN MURPHY for ALDERMAN RUGAI (19th Ward):

Washington Jane Smith Home, 2340 West 113th Place -- fuel burning equipment inspection fee.

BY ALDERMAN CULLERTON (38th Ward):

Resurrection Family Medical Center, 3204 North Oak Park Avenue -- annual sign inspection fees.

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Health Care Corporation, 7262 West Peterson Avenue -- fuel burning equipment inspection fees.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, 333 East Superior Street and 250 East Superior Street -- annual public place of assembly inspection fees.

Northwestern Memorial Hospital/Streeterville Corporation, 216 East Superior Street -- annual building inspection fee.

Scholl College of Podiatric Medicine, 1001 North Dearborn Street -- semi-annual elevator inspection fee.

BY ALDERMAN EISENDRATH (43rd Ward):

Center for the Rehabilitation and Training of Persons with Disabilities, 2058 North Clybourn Avenue -- annual building inspection fee.

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive -- for annual sign inspection fees at 803 -- 809 West Eastwood Avenue.

BY ALDERMAN M. SMITH for ALDERMAN SCHULTER (47th Ward):

Bethany Hospital, 5025 North Paulina Street -- annual building inspection fee at 1719 West Winnemac Avenue and fuel burning equipment inspection fee at 5015 North Paulina Street (2).

Methodist Hospital of Chicago, 5015 North Paulina Street -- fuel burning equipment inspection fee.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue -- semi-annual elevator inspection fee.

WATER RATE EXEMPTION:

BY ALDERMAN HENDON (27th Ward):

Rush-Presbyterian-Saint Luke's Medical Center, 1725 West Harrison Street and 1700 West Van Buren Street.

REFUND OF FEE:

BY ALDERMAN HUELS (11th Ward):

Progressive Baptist Church Housing Foundation, Inc., 3601 South Wells Street -- refund in the amount of \$185.50.

WAIVER OF FEES:

BY ALDERMAN MAZOLA (1st Ward):

Festa Italiana -- waiver of permit fees for vendors participating in the festival.

Greek Town Association -- waiver of permit fees for vendors participating in the Greek Town Festival.

BY ALDERMAN BEAVERS (7th Ward):

McKinley South Chicago Neighborhood House -- waiver of permit fees for vendors participating in the 11th Annual Street Festival.

BY ALDERMAN BUCHANAN (10th Ward):

Hegewisch Fest -- waiver of special event vendor fees, special event liquor license fees and special event food dispenser license fees for vendors participating in the festival.

BY ALDERMAN WOJCIK (35th Ward):

Madonna High School, 4055 West Belmont Avenue -- waiver of annual Occupancy Card fee for the year 1991.

BY ALDERMAN M. SMITH for ALDERMAN SCHULTER (47th Ward):

American Indian Center, 1630 West Wilson Avenue -- waiver of annual Occupancy Card fee for the year 1991.

**A P P R O V A L O F J O U R N A L O F
P R O C E E D I N G S .**

JOURNAL (June 28, 1991).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on June 28, 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*.

JOURNAL CORRECTIONS.

(June 12, 1991)

Alderman Huels moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, June 12, 1991, as follows:

Page 2085 -- by deleting the number "(3)" appearing in the twenty-sixth line from the top of the page and inserting in lieu thereof the number "(13)".

The motion to correct *Prevailed*.

(June 12, 1991)

Alderman Banks moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, June 12, 1991, as follows:

Page 2381 -- by inserting the following language at the bottom of the page:

Plan of Development attached to this ordinance reads as follows:

Business Planned Development No. _____

Plan Of Development

Statements.

1. The area delineated herein as Business Planned Development is owned or controlled by the Applicant, Morton Skolnik.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the Applicant and the Property owner of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property and all portions thereof shall throughout the period this Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communication from the City in relation to and on behalf of the affected Property owner or owners and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf of the affected owner or owners of the Property. Nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the Property or any rights therein.
4. This Plan of Development consists of fifteen Statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; a Site Plan and a Landscape Plan prepared by Patrick F. Daly and Associates, Ltd., both dated February 14, 1991, and elevations consisting of four (4) sheets prepared by Patrick F. Daly and Associates, Ltd., dated February 14, 1991. Full size sets of the Site Plan, the Landscape Plan and the building elevations are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development

conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses shall be permitted within the area delineated herein as "Business Planned Development": General merchandise uses, retail drug stores, food stores, restaurants, earth station receiving dishes, department stores, offices, service type business uses, parking and related uses, and uses that are permitted under the B5 General Service District, save and except the following uses:

- Amusement Establishments;
- Apartment Hotels;
- Arcades;
- Automobile Sales;
- Automobile Service Stations for the retail sale and dispensing of fuel, lubricants, tires, batteries, accessories and supplies including installation and minor service customarily incidental thereto;
- Churches;
- Colleges and Universities, but not business colleges or trade schools;
- Crematories and Mausoleums;
- Dwelling Units and Lodging Rooms;
- Feed Stores;
- Funeral Establishments;
- Garages for storage, repair and servicing of automobiles;
- Government-operated Health Centers;

- Hospitals, Sanitariums, Convalescent Homes and Nursing Homes;
 - Hotels;
 - Motels;
 - Motor Driven Bicycle Sales, Rental and Repair Stores;
 - Public Libraries;
 - Public Utility and Services Uses, including:
 - a. bus terminals, bus turnarounds (off-street), terminals, or streetcar houses;
 - b. electric sub-stations;
 - c. fire stations;
 - d. police stations;
 - e. railroad passenger stations;
 - f. railroad rights-of-way;
 - g. water filtration plants;
 - h. water pumping stations;
 - i. water reservoirs;
 - Stadiums, Auditoriums and Arenas;
 - Theaters; and
 - Transitional Shelters and Temporary Overnight Shelters.
6. Business and identification signs may be permitted within the area delineated herein as "Business Planned Development", subject to the review and approval by the Commissioner of the Department of Planning. All business and identification signs existing as of the date of the adoption of this Ordinance shall be permitted.

Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning.

7. Any dedication or vacation of streets and alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees.
8. Off-street parking and off-street loading facilities shall be provided in compliance with this Planned Development, subject to review and approval of the Departments of Public Works and Planning. Applicant shall not be allowed any combination of permitted uses when such combination shall require more than the minimum number of off-street parking spaces described in the attached Table of Use and Bulk Regulations and Data as determined by the off-street parking requirements of the Planned Manufacturing District No. 1. A minimum of seven parking spaces shall be designed and designated for parking for the handicapped.
9. Any service drives or any other ingress or egress must be adequately designed and paved in accordance with the regulations of the Department of Public Works in effect at the time of construction and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago, and shall have a minimum width of 18 feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the Commissioner of the Department of Planning.
10. Height restriction of any building or any appurtenance thereto, shall, in addition to the Table of Use and Bulk Regulations, be subject to:
 - a) height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

- (b) Airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, and approved by the City Council.
-
- 11. Individual business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to the aggregate maximum floor area ratio, and subject to compliance with the Site Plan. For purposes of Floor Area Ratio (F.A.R.) calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.
 - 12. This Planned Development shall be subject to the "Rules, Regulations and Procedures in relation to Planned Developments", as promulgated by the Commissioner of Planning.
 - 13. The improvements on the Property, including all entrances and exits to the parking and loading areas, shall be designed and constructed in general conformance with the Site Plan. The landscaping (including street trees in the adjacent right-of-way) shall be installed in general conformance with the Landscape Plan. The landscaping within the Property shall be maintained at all times in accordance with the Landscape Plan. The Applicant shall, for a period of five (5) years from the adoption of this Ordinance, be responsible for watering and fertilizing parkway trees required to be provided by the Landscape Plan and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing. Trees installed in the Public Way adjacent to the Property pursuant to the requirements hereof shall be subject to the standards of the Department of Streets and Sanitation, Bureau of Forestry. The building facades shall be designed, constructed, and maintained in general conformance with the elevation plans included as exhibits to this Planned Development. The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the Applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development and is appropriate. Such a modification shall be deemed to be a minor change in the Planned Development as

contemplated by Section 11.11-39(c) of the Chicago Zoning Ordinance. The refuse of Building D shall be handled by means of a compactor system and the loading docks shall be kept free of debris by the tenant or occupant of the building.

14. Unless substantial construction on the proposed building on the Property has commenced within 10 years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire, provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided for by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this statement, then the zoning of the Property shall automatically revert to that of Planned Manufacturing District No. 1.
15. The parking lot existing on the Property at the time of the adoption of this Ordinance shall be allowed as an interim use. In addition, a surface parking lot shall be allowed as an interim use for the Property. Prior to its improvement as set forth in the Site Plan, this interim surface parking lot shall be paved, landscaped, designed and constructed in accordance with the requirements of all applicable City of Chicago Departments, including the Department of Planning, Department of Public Works, Department of Driveways, Department of Streets and Sanitation and Bureau of Street Traffic. Any proposal for use of the Property as an interim surface parking lot shall be submitted to the Commissioner of the Department of Planning for review prior to any request for Plan of Development Part II approval. Unless the Property is improved with a surface parking lot or substantial construction has commenced on the proposed improvement described in the Site Plan upon the present vacant lot within a six-month period after Part II Planned Development approval, the North Avenue frontage and the parking lot existing on the site as of the date of the adoption of this Ordinance shall be landscaped and maintained with landscaping in accordance with the Landscape Plan.

[Existing Zoning and Street Map, Property Line and Right-of-Way Map, Existing Land Use Map, Site Plan and Landscape Plan attached to this Plan of Development printed on pages 4530 through 4534 of this Journal.]*

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

* Note: The page numbers noted refer to the Journal of July 24, 1991 and are for reference purposes only.

Business Planned Development No. _____

Use And Bulk Regulations And Data.

Net Site Area	General Description Of Land Use In Accordance With Statement No. 5 Of This Planned Development	Maximum Floor Area Ratio
<u>Square Feet</u> Acres		
<u>232,683</u> 5.34	In accordance with Statement No. 5 of this Planned Development	0.60

Gross Site Areas = Net Site Area: 232,683 square feet (5.4 acres)
Public R.O.W.: 63,118 square feet (1.5 acres)

Minimum Off-Street Loading Spaces: 4 at 10 feet x 50 feet

Minimum Off-Street Parking Spaces: 284

A minimum of seven parking spaces shall be devoted to parking for the handicapped.

Minimum Required Setbacks:

In accordance with Site Plan

Maximum Building Height:

Building A: As Exists
in Elevation Plan

Building B: As Exists
in Elevation Plan

Building C: 30 feet

Building D: 30 feet

Maximum Permitted Non-Office (i.e. retail, et cetera) use =
95,200 Square Feet.

The motion to correct *Prevailed*.

(May 22, 1991)

Alderman Banks moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, May 22, 1991, as follows:

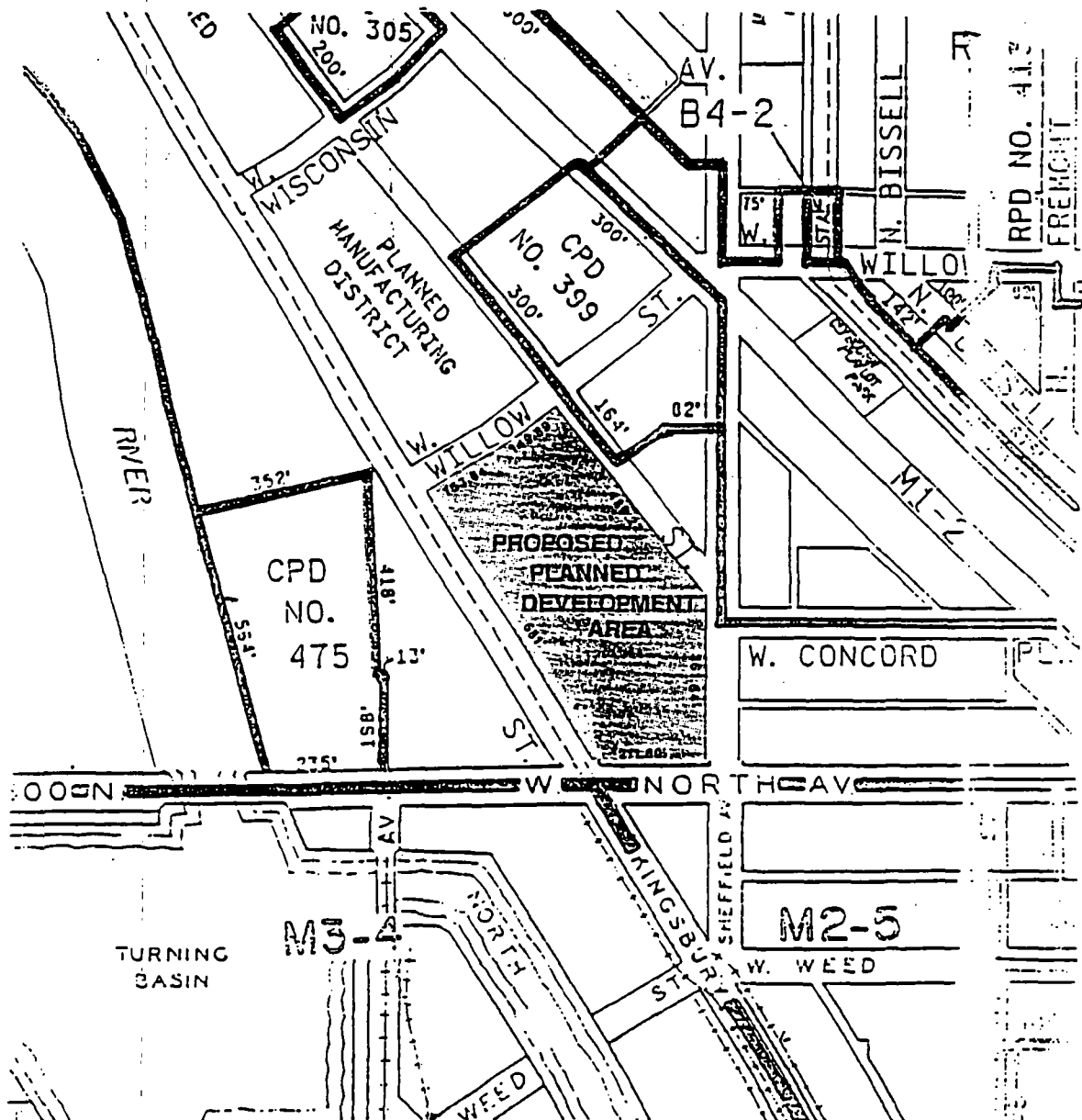
Page 1394 -- by inserting the following language at the top of the page:

APPROVAL OF ZONING EXCEPTIONS FOR CHANGE OF
LICENSEE AND CONTINUED OPERATION OF
TAVERNS/BANQUET HALLS AT
DESIGNATED LOCATIONS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and

(Continued on page 4535)

Existing Zoning and Street Map.

RESIDENCE DISTRICTS

- 01 SINGLE-FAMILY RESIDENCE DISTRICT
- 02 SINGLE-FAMILY RESIDENCE DISTRICT
- 03 GENERAL RESIDENCE DISTRICT
- 04 GENERAL RESIDENCE DISTRICT
- 05 GENERAL RESIDENCE DISTRICT
- 06 GENERAL RESIDENCE DISTRICT
- 07 GENERAL RESIDENCE DISTRICT
- 08 GENERAL RESIDENCE DISTRICT

FOR USE AND DUA REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7

FOR USE AND DUA REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 8

FOR USE AND DUA REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9

FOR USE AND DUA REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10

BUSINESS DISTRICTS

- 01-1 TO 01-5 LOCAL RETAIL BUSINESS
- 02-1 TO 02-5 RESTRICTED RETAIL BUSINESS
- 03-1 TO 03-5 GENERAL RETAIL BUSINESS
- 04-1 TO 04-5 RESTRICTED SERVICE BUSINESS
- 05-1 TO 05-5 GENERAL SERVICE BUSINESS
- 06-1 TO 06-5 RESTRICTED CENTRAL BUSINESS DISTRICTS
- 07-1 TO 07-5 GENERAL CENTRAL BUSINESS DISTRICTS

COMMERCIAL DISTRICTS

- C1-1 TO C1-5 RESTRICTED COMMERCIAL DISTRICTS
- C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
- C3-1 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICTS
- C4 URBAN FREIGHT TERMINAL DISTRICT

MANUFACTURING DISTRICTS

- M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICTS
- M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICTS
- M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT



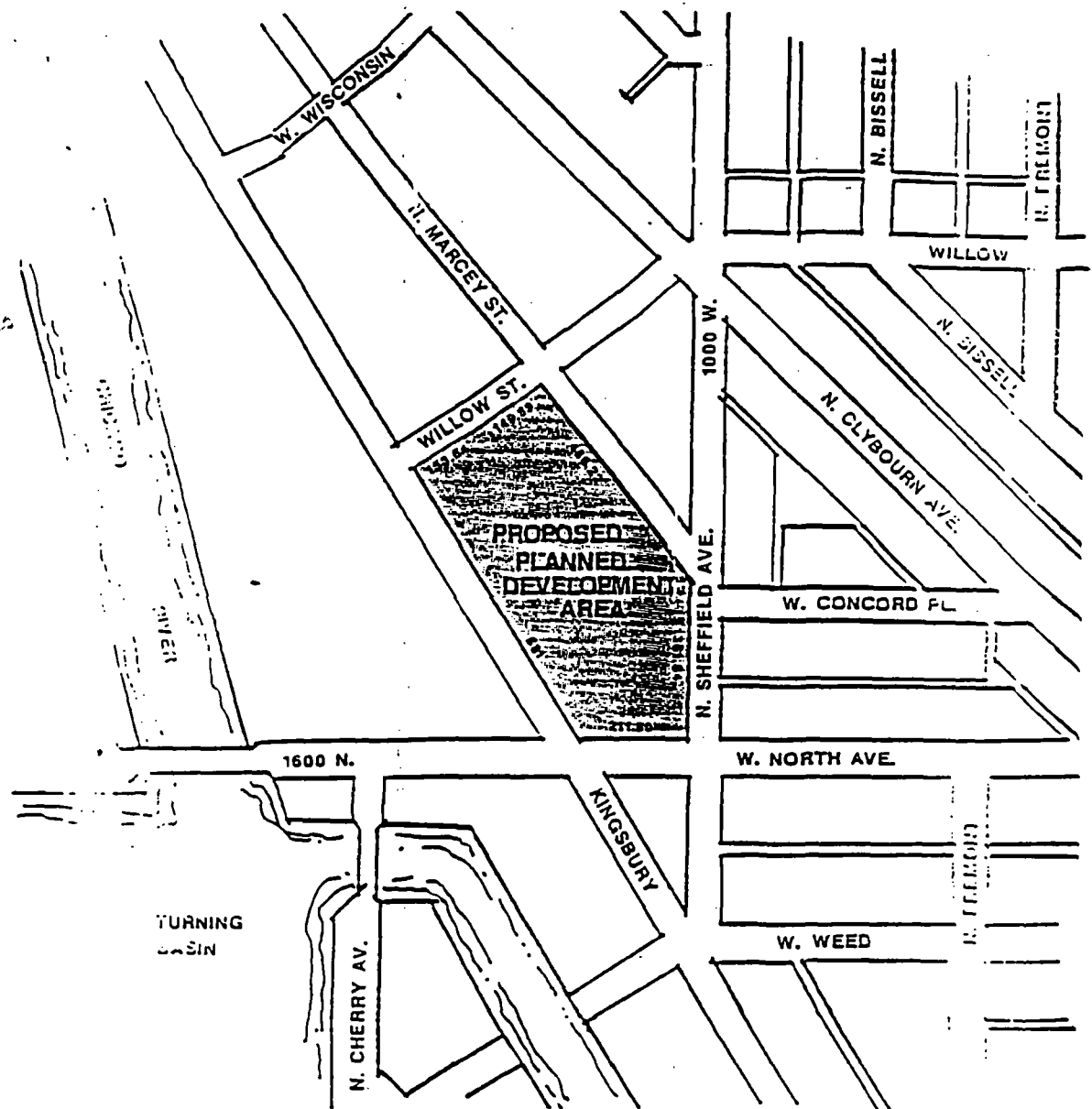
7

6-1-90

SCALE: 1"=200'-0"



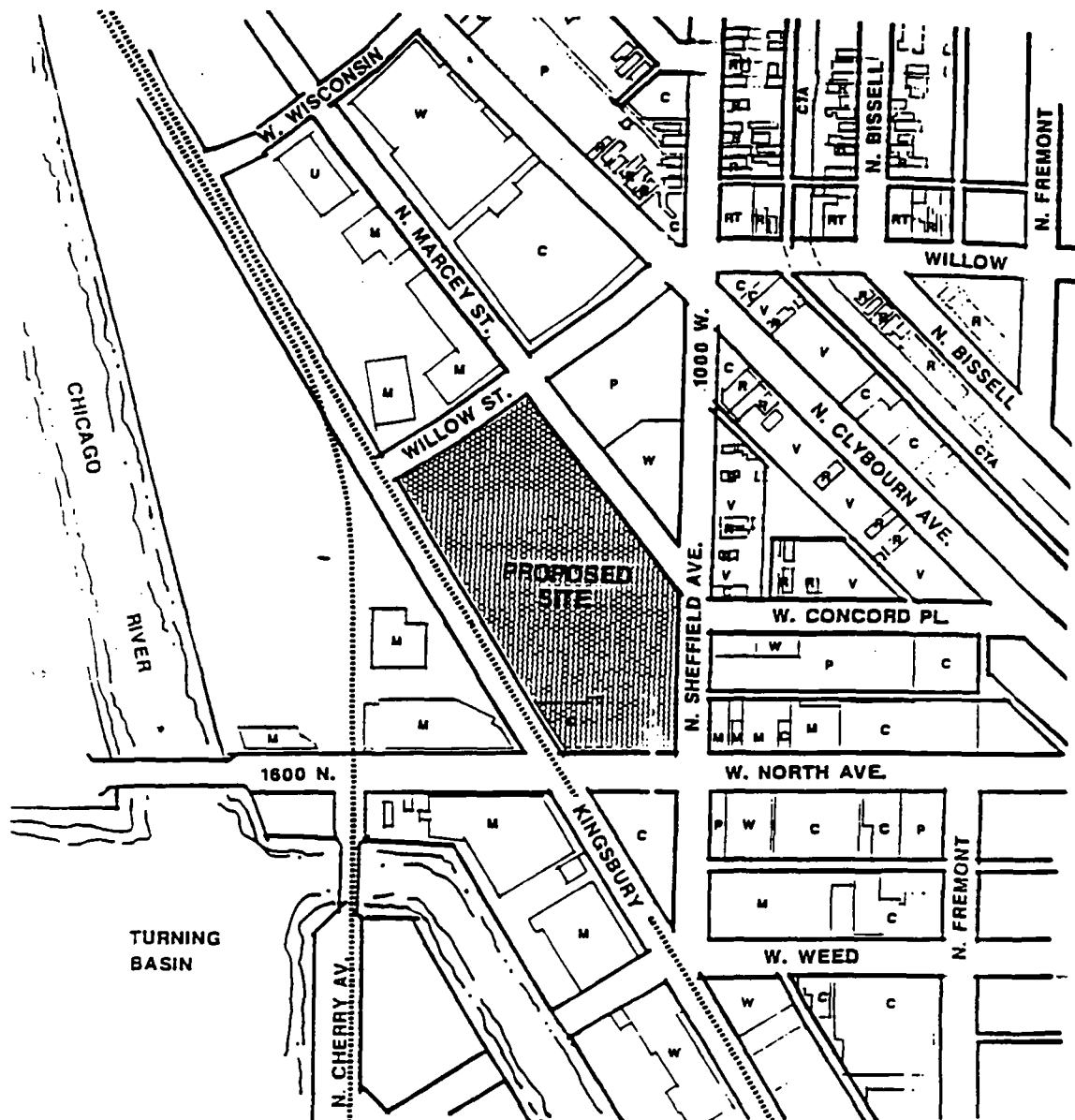
APPLICANT: Morton Skolnik
 ADDRESS: 1000 W. North
 DATE: June 7, 1990
 REVISED: February 14, 1991

Property Line and Right-Of-Way Map.

APPLICANT: Morton Skolnik
ADDRESS: 1000 West North Avenue
DATE: June 7, 1990
REVISED: February 14, 1991



Existing Land-Use Map.



5-22-90

SCALE: 1" = 200'-0"

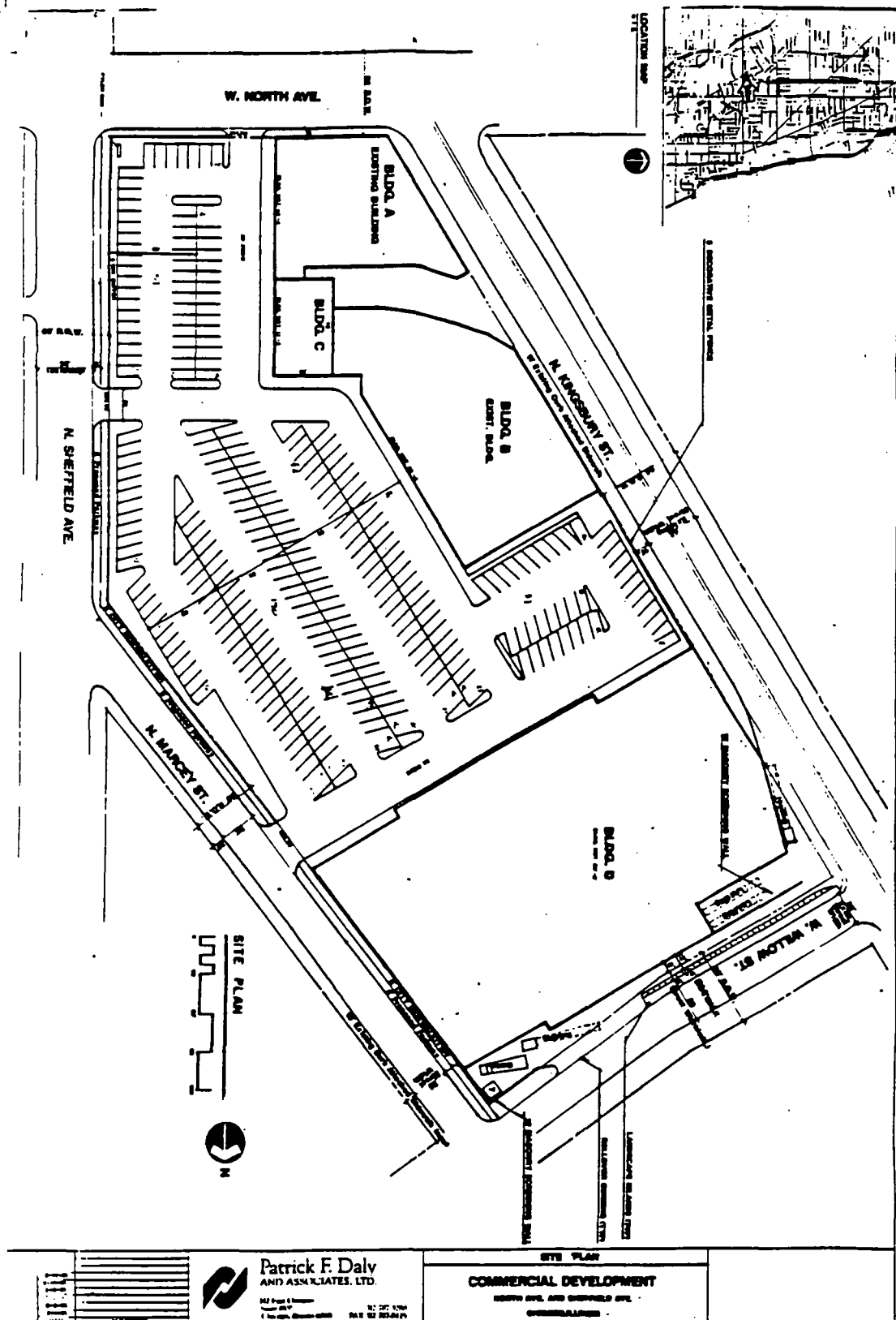


APPLICANT: Morton Skolnik
 ADDRESS: 1000 West North Avenue
 DATE: June 7, 1990
 REVISED: February 14, 1991

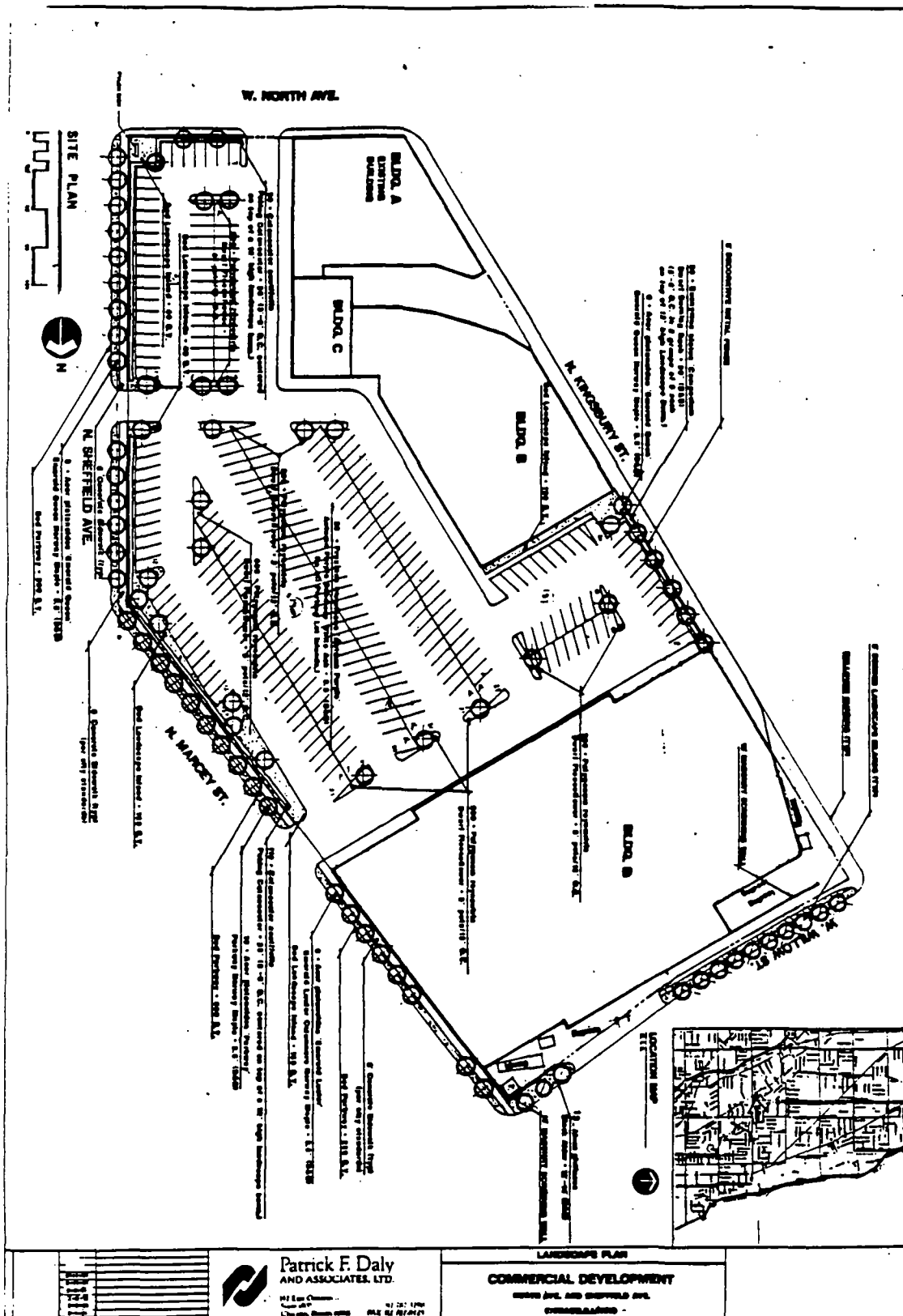
LEGEND

R	RESIDENTIAL
RT	RESIDENTIAL TRANSIENT
C	COMMERCIAL
W	WAREHOUSE
M	MANUFACTURING
U	UTILITY
P	PARKING
V	VACANT LOT

Site Plan.



Landscape Plan.



(Continued from page 4529)

published in the Journal of the Proceedings of April 12, 1991, pages 32708 through 32711, recommending that the City Council adopt said proposed resolutions approving the zoning exceptions for a change of licensee and the continued operation of taverns/banquet halls at designated locations.

On motion of Alderman Banks, the said proposed resolutions were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore -- 44.

Nays -- None.

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

Alderman Laski was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

Said resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

8700 South Baltimore Avenue.

WHEREAS, Ms. Nelly Hino Josa filed, on October 19, 1990, an application for an exception pursuant to Article 11.7A-4 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a two story building, in an R3 General Residence District, on premises at 8700 South Baltimore Avenue; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered October 18, 1990, reads:

"Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning

Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically, Article 7.3-4, 11.7A-1."

; and

WHEREAS, The district maps show that the premises is located in an R3 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: that the said use is located in an R3 General Residence District; that the subject site is improved with a two story building containing an existing tavern on the first floor and a dwelling unit on the second floor; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern and restaurant will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a two story building, on premises at 8700 South Baltimore Avenue, and that all applicable ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, Ms. Nelly Hino Josa, as licensee, and that a change of license shall terminate the exception granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Article 6 of the Zoning Ordinance.

2801 South Hamlin Avenue.

WHEREAS, James Vopat, doing business as Vopat Tavern & Hall, filed on January 18, 1991, an application for an exception pursuant to Article 11.7A-4 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern and banquet hall in a one story frame building in an R3 General Residence District, on premises at 2801 South Hamlin Avenue; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered October 18, 1990, reads:

"Application not approved. Requested certification does not conform with the applicable provisions of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, specifically, Article 7.3-4, 11.7A-1."

; and

WHEREAS, The district maps show that the premises is located in an R3 General Residence District; and

WHEREAS, The Zoning Administrator, having fully reviewed all information and being fully advised of the premises, hereby makes the following findings of fact: that the said use is located in an R3 General Residence District; that the subject site is improved with a one story building containing an existing tavern and banquet hall with a dwelling unit on the same level; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern and restaurant will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern and hall in a one story frame building, on premises at 2801 South Hamlin Avenue, and that all applicable

ordinances of the City of Chicago shall be complied with before a license is issued; and

Be It Further Resolved, That the granting of this exception shall run only with the applicant, James Vopat, doing business as Vopat Tavern & Hall, as licensee, and that a change of license shall terminate the exception granted herein; and

Be It Further Resolved, That the tavern in the subject building is, and shall continue to be, subject to all applicable provisions of Article 6 of the Zoning Ordinance.

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

**GOVERNOR JAMES EDGAR AND ILLINOIS GENERAL
ASSEMBLY URGED TO CONTINUE APPROPRIATION
OF FUNDS FOR CLEANUP OF TOXIC SITES
IN LAKE CALUMET REGION.**

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Energy, Environmental Protection and Public Utilities, deferred and published in the Journal of the Proceedings of June 28, 1991, pages 2786 and 2787, recommending that the City Council adopt a proposed resolution urging Governor James Edgar and the Illinois General Assembly to continue the appropriation of funds for the cleanup of toxic sites in the Lake Calumet Region.

On motion of Alderman Burke, the said 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

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.

MISCELLANEOUS BUSINESS.

***Rules Suspended* -- AUTHORIZATION FOR VACATION OF PORTION
OF NORTH KOSTNER AVENUE LYING SOUTH OF
WEST BRYN MAWR AVENUE.**

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

Thereupon, on motion of Alderman Burke, the said 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. All that part of the North Kostner Avenue as opened by Highway Commissioners of the Town of Jefferson, December 10, 1861, said part of public street herein vacated being described as follows:

the west 33 feet of the northeast quarter of Section 10, Township 40 North, Range 13 East of the Third Principal Meridian, lying north of the south line of the north half of the northeast quarter of said Section 10

and lying south of a line beginning at a point on the west line of the northeast quarter which is 633.23 feet north of the southwest corner of the north half of the northeast quarter of said Section 10 (as measured on said west line); thence southeasterly on a line forming an angle of 82 degrees 29 minutes 42 seconds with the last described line to its intersection with a line 33 feet east of and parallel to the west line of the northeast quarter of said Section 10;

said part of public street herein vacated being further described as the east 33 feet, the south 633.23 feet of the north 1,332 feet (more or less) of that part of North Kostner Avenue lying south of West Bryn Mawr Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

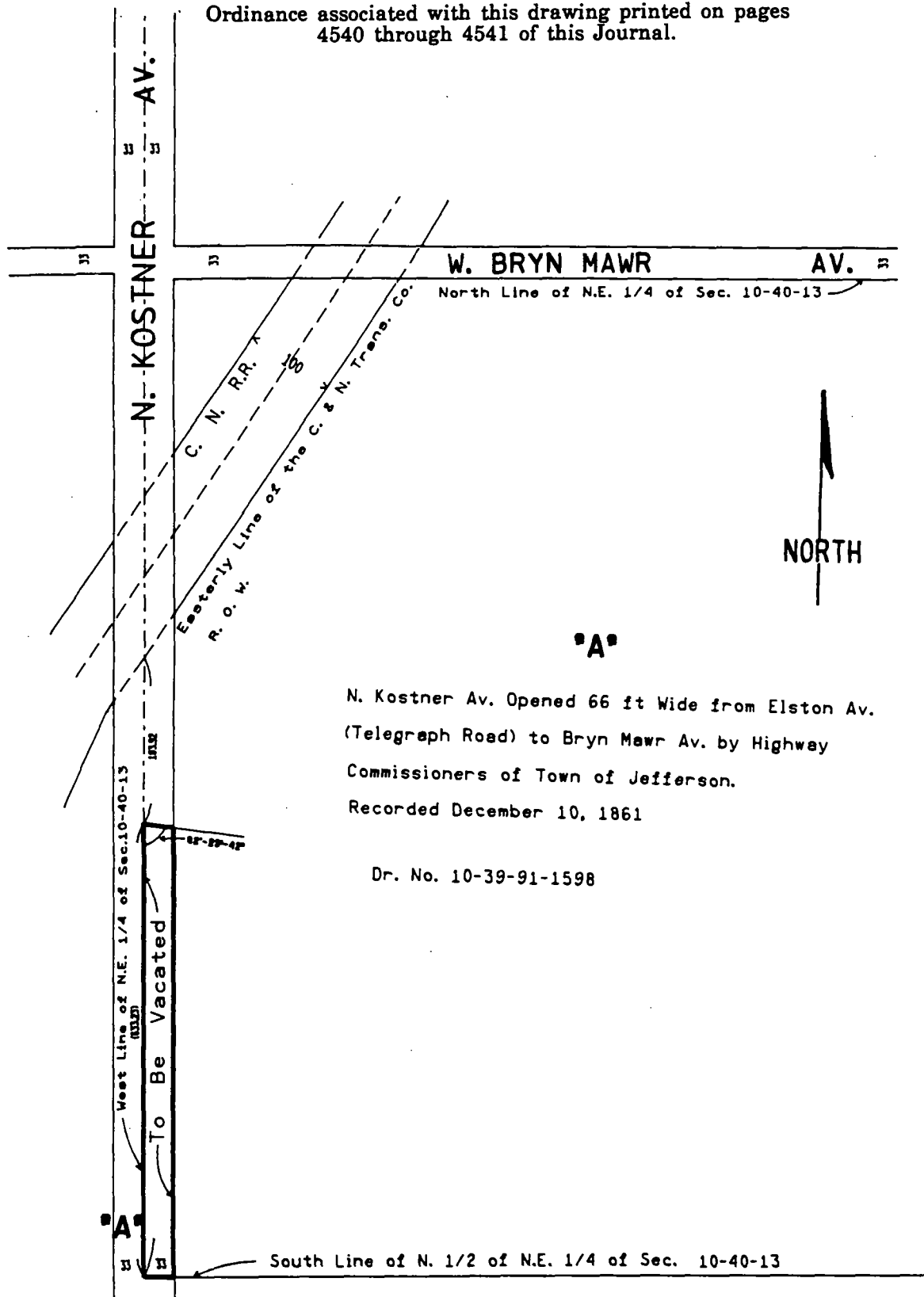
SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, NBD Trust Company of Illinois, as Trustee, Trust No. 1125-CH shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of _____ Dollars (\$ _____), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, the N.B.D. Trust Company of Illinois, as Trustee, Trust No. 1125-CH shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps, and the plat of subdivision for the Sauganash Business Park as approved by an ordinance passed May 5, 1991 (Council Journal page 996).

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed
on page 4542 of this Journal.]

Ordinance associated with this drawing printed on pages
4540 through 4541 of this Journal.



PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Former Aldermen Wallace Davis and Dick Simpson;

Ten children from Camp Discovery, accompanied by their teacher, Ms. Joyce Norfleet;

Fifteen adult students from the O'Keefe School "Rite of Passage" Program, accompanied by their teacher, Mr. Joseph Banks;

Twenty students from the Roosevelt University Upward Bound Program, accompanied by their teacher, Mr. Charles Hill;

Twelve students from the McDowell School;

Eight adult students from the DePaul University Local Government Class, accompanied by their teacher, Mr. Mark Enenbach;

Nineteen students from the Urban Life Center;

Eleven students from the Murray Language Academy; and

Twelve students from the S.T.E.P. Program.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty-fourth (24th) day of July, 1991, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the eleventh (11th) day of September, 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, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, September 11, 1991 at 10:00 A.M., in the Council Chambers in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.