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COPY

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

Regular Meeting--Wednesday, July 29, 1992

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone.

Absent -- Aldermen Steele, Madrzyk, Burrell, Levar, Schulter.

Call To Order.

On Wednesday, July 29, 1992 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. Mr. Daniel Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Mazola, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 43.

Quorum present.

Invocation.

Dr. Michael A. Noble Sr., Pastor of Olivet Baptist Church, opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- REVEREND WILBUR NATHAN DANIEL, PASTOR OF ANTIOCH MISSIONARY BAPTIST CHURCH, HONORED FOR HIS SPIRITUAL AND CIVIC LEADERSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1992.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring Reverend Wilbur Nathan Daniel for his thirty-five years of dedicated service to the Antioch Missionary Baptist Church.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The Reverend Wilbur Nathan Daniel was born in Louisville, Kentucky, where he attended West Point Elementary School and Central High School; and

WHEREAS, Reverend Daniel began his first religious training in education and pastoral theology at Fort Wayne Bible Institute. He then attended the American Baptist Theological Seminary at Nashville, where he received a Bachelor of Theology Degree; Tennessee State University, where he received a Bachelor of Science Degree; and finally, in 1957, he received a Master of Arts Degree and graduated with honors from Austin Peay University; and

WHEREAS, Reverend Daniel entered the ministry at the age of twenty-five, receiving his first pastorate at Macedonia Baptist Church in Garrett, Indiana; and

WHEREAS, Following his pastorship at Macedonia Baptist Church, he went on to accept a pastorship at the Pilgrim Emanuel Church in Nashville, Tennessee, where he served for three years; and

WHEREAS, Upon receiving his Masters Degree in 1957, Reverend Daniel was asked to assume the pastorate of Antioch Missionary Baptist Church in Chicago, where he is celebrating his thirty-fifth anniversary; and

WHEREAS, Under his leadership, Antioch has a membership of 4,500 and its congregation continues to be a cornerstone of the Englewood community; and

WHEREAS, Reverend Daniel's vision for a revitalized Englewood community led him to develop and construct the Eden Green Housing Development (1969), Antioch Haven Homes (1983), Wentworth Haven Homes (1987), and Rose Haven Manor, soon to be opened; and

WHEREAS, Reverend Daniel is very active in many community and religious groups, serving as: President, The Antioch Foundation of Illinois and Indiana; Moderator, The North Woodriver Baptist District Association; Treasurer, The National Missionary Baptist Convention of America; Chairman, The Board of Directors, Highland Community Bank; member, The Board of Directors, Urban Ministries, Inc.; member, The Board of Directors, National Baptist Publishing Board; member, The Board of Directors, Phoenix Group/63rd & Halsted Development; member, The Board of Directors, Saint Bernard Hospital; and head of the Adult Department of the National Baptist Sunday School and Training Union Congress; and

WHEREAS, Despite his civic and community activities, Reverend Wilbur Daniel feels he is first and foremost a disciple of Christ and his mission is to reach the hearts and minds of all people to spread the living gospel; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, assembled here this twenty-ninth day of July, 1992, congratulate and honor the Reverend Wilbur Daniel for thirty-five years of dedicated service to the congregation of Antioch Missionary Baptist Church and recognize this man

for his great humanitarian efforts in Chicago and its neighboring communities; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Reverend Wilbur Nathan Daniel as a token of our appreciation and admiration.

On motion of Alderman Burke, seconded by Aldermen Beavers, Dixon, Shaw, Jones, Coleman, Streeter, Evans, Hendon, Mell and Natarus, the foregoing proposed resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to express his personal thanks to Reverend Wilbur Nathaniel Daniel for his outstanding leadership. Citing Reverend Daniel's courage and character in leading the fight for affordable housing for families and senior citizens, Mayor Daley lauded the Reverend as an example of leadership not only for the African-American community but for the entire City of Chicago.

Alderman Burke then moved to *Suspend the Rules Temporarily* for the purpose of allowing Reverend Daniel the privilege of the floor. The motion *Prevailed.*

Speaking from the Clerk's rostrum, Reverend Daniel thanked Mayor Daley and the City Council for their kind expression of support and reminded all Chicagoans to practice the "Way of Love" when confronting obstacles in their daily lives.

Referred -- APPOINTMENT OF MR. EDWARD J. NOHA AS CHAIRMAN OF ECONOMIC DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1992.

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

LADIES AND GENTLEMEN -- I have appointed Edward J. Noha as chairman of the Economic Development Commission, to succeed John Frazee, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT AND QUITCLAIM DEED WITH COOK COUNTY FOR CONVEYANCE OF PROPERTY AT WEST 31ST STREET AND SOUTH CAROLINA AVENUE FOR EXPANSION OF CORRECTIONAL FACILITIES.

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 29, 1992.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing execution of an intergovernmental agreement and a quitclaim deed for the conveyance of City-owned land located at 31st Street and California Avenue to Cook County for expansion of correctional facilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AMENDMENT TO LEASE AGREEMENT WITH HILTON HOTEL CORPORATION FOR OPERATION OF HOTEL AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing execution of an amendment to the lease agreement between the City of Chicago and Hilton Hotel Corporation, as successor to Midwestern Hotel, Inc., for operation of a hotel at O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR RENEWAL OF LICENSE AGREEMENT WITH VILLAGE OF ROSEMONT FOR OPERATION AND MAINTENANCE OF WATER MAIN ON CITY PROPERTY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the renewal of a license agreement granting the Village of Rosemont the right to operate and maintain a water main on City property.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH QVS CHICAGO JOINT VENTURE FOR OPERATION OF LUGGAGE CART RENTAL CONCESSION AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing execution of an agreement with QVS Chicago Joint Venture for operation of a luggage cart rental concession at O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SALE OF CITY-OWNED VACANT PROPERTY AT 6413 SOUTH HARPER AVENUE TO MOUNT CARMEL HIGH SCHOOL FOR EXPANSION OF EDUCATIONAL FACILITIES.

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 29, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving the sale of vacant City-owned land located at 6413 South Harper Avenue to Mt. Carmel High School for the expansion of their educational facilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR TRANSFER OF PROPERTY AT 5320 SOUTH PRAIRIE AVENUE TO SELECTED NOMINEE PURSUANT TO CHICAGO ABANDONED PROPERTY PROGRAM.

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 29, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Building Commissioner, I transmit herewith an ordinance authorizing the transfer of property located at 5320 South Prairie Avenue to a nominee selected by the Mayor's Blue Ribbon Committee pursuant to the Chicago Abandoned Property Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF AMENDMENT TO TELECOMMUNICATIONS AGREEMENT WITH TELEPORT COMMUNICATIONS CHICAGO, INC. FOR EXPANSION OF FIBER OPTIC NETWORK.

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 29, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance authorizing execution of an amendment to the Telecommunications System Use Agreement between the City of Chicago and Teleport Communications Chicago, Inc., for the expansion of their fiber optic network.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF PROPOSAL FOR CONSTRUCTION OF SINGLE-FAMILY HOMES BY VOICE OF THE PEOPLE IN UPTOWN, INC. UNDER PHASE II OF NEW HOMES FOR CHICAGO PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 29, 1992.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance approving a proposal whereby Voice of the People in Uptown, Inc., will construct up to 22 units of new single-family housing under Phase II of the New Homes for Chicago program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORT CONCERNING ISSUANCE OF PROFESSIONAL SERVICE CONTRACTS.

A communication from Mr. Walter K. Knorr, City Comptroller, filed in the Office of the City Clerk pursuant to Title 3, Chapter 68, Section 096(d) of the Municipal Code of Chicago, reporting that no economic waivers were issued for professional service contracts regarding financing transactions for the quarter ended June 30, 1992, which was *Placed on File.*

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS FOR PERIOD ENDED JUNE 30, 1992.

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

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended June 30, 1992;

Statement of Funded Debt as of June 30, 1992; and

City of Chicago Corporate Fund: Statement of Floating Debt as of June 30, 1992.

Placed On File -- CERTIFICATE OF NOTIFICATION CONCERNING SALE OF INDUSTRIAL DEVELOPMENT REVENUE BONDS, SERIES 1992 (ENTERPRISE CENTER VII, VIII, IX AND X PROJECTS).

Also, a certificate from Mr. Walter K. Knorr, City Comptroller, was filed in the Office of the City Clerk concerning the sale of Industrial Development Revenue Bonds, Series 1992 (Enterprise Center VII, VIII, IX and X Projects), which was *Placed on File.*

Placed On File -- ANNUAL REPORTS OF LABORERS' AND RETIREMENT BOARD EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO.

Also, financial reports of the Laborers' and Retirement Board Employees' Annuity and Benefit Fund of Chicago submitted by Mr. James Capasso, Jr., Executive Director, consisting of the Annual Actuarial Statement for the period ending December 31, 1991 as prepared by Donald F. Campbell, Consulting Actuaries, together with the Audited Financial Statements for the year ending December 31, 1991 as prepared by Thomas Havey and Company, certified public accountants, which were *Placed on File.*

Placed On File -- INSPECTOR GENERAL'S QUARTERLY REPORT FOR PERIOD ENDED JULY 15, 1992.

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, 1992, which was *Placed on File:*

Investigations Initiated:	440
Investigations Concluded:	356
Investigations Pending:	1,535
Investigations of Employees:	420
Investigations of Appointed Officials:	5
Investigations of Elected Officials:	2
Investigations of Contractors, Subcontractors and Persons Seeking City Contracts:	13
Investigations of Persons Seeking Certification of Eligibility:	0
Investigations Involving Alleged Misconduct:	440
Investigations Involving Waste or Inefficiency:	0

Placed On File -- STATE APPROVAL OF ORDINANCE CONCERNING MOTOR FUEL TAX FUND PROJECT.

Also, a communication from Mr. James C. Slifer, P. E., District Engineer, under date of July 13, 1992, announcing that the Department of Transportation of the State of Illinois has approved an ordinance passed by the City Council on February 6, 1991 authorizing the execution of an agreement with the Chicago and Northwestern Transportation Company for replacement of a railroad grade crossing at 600 West Grand Avenue, which was *Placed on File.*

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera

which were passed by the City Council on July 7, 1992 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 28, 1992 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 July 7, 1992 published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING 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:

Jay Albergo -- to classify as an R3 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 5-H bounded by:

a line 96 feet north of West Palmer Street; North Leavitt Street; a line 72 feet north of West Palmer Street; and the alley next west of North Leavitt Street.

American National Bank, as Trustee, under Trust Number 105403 -- to classify as Residential Planned Development Number 483, as amended, instead of Residential Planned Development Number 483 the area shown on Map No. 20-E bounded by:

East 81st Street; South Prairie Avenue; East 82nd Street and South Indiana Avenue.

Atrium Village Associates/LaSalle Street Church -- to classify as Residential Planned Development Number 136, as amended, instead of changing all the symbols and indications as shown on Map No. 3-F bounded by:

West Division Street; a line 285.66 feet east of the C.T.A. right-of-way; a line 95.32 feet south of West Division Street; a line 209.66 feet west of North Wells Street; North Wells Street; West Elm Street; a line 75.95 feet east of North Elm Street; a line 68.08 feet south of West Elm Street; the public alley 100 feet east of North Wells Street; the north line of the Hill Street right-of-way; the public alley 222 feet east of North Wells Street; the west end of the Maple Street right-of-way; the public alley 167 feet south of West Hill Street; a line 100.19 feet west of North Wells Street; a line 109.35 feet south of West Hill Street; North Wells Street; West Hill Street; and the C.T.A. right-of-way.

Gabe Coconate -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 3-J bounded by:

a line 52 feet north of West Potomac Avenue; the alley next east of and parallel to North Pulaski Road; West Potomac Avenue; and North Pulaski Road.

Eddie Greer -- to classify as an M2-1 General Manufacturing District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 16-F bounded by:

West 65th Street; South State Street; a line 100 feet south of West 65th Street; and a line 119.1 feet west of South State Street.

Patrick J. and Margaret A. Heneghan -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-J bounded by:

a line 50 feet north of the alley next north of and parallel to West Diversey Avenue; the alley next east of and parallel to North Avers

Avenue; the alley next north of and parallel to West Diversey Avenue; and North Avers Avenue.

Frank King -- to classify as an M2-1 General Manufacturing District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 16-E bounded by:

a line 1,407.45 feet south of East 63rd Street; a line 294 feet east of South State Street; a line 1,639.55 feet south of East 63rd Street; and South State Street.

Metropolitan Pier and Exposition Authority -- to classify as a Business Planned Development and a corresponding use district instead of M1-3 and M1-4 Restricted Manufacturing Districts, an M2-4 General Manufacturing District, a C2-4 General Commercial District, C3-5 and C3-7 Commercial-Manufacturing Districts, an R7 General Residence District, and Business Planned Development Nos. 19 and 331, as shown on Map Nos. 4-E and 6-E, in the area described as follows:

that part of the northwest fractional quarter, the southwest fractional quarter, and the southeast fractional quarter of Section 22, also the northwest fractional quarter, northeast fractional quarter and the southeast fractional quarter of Section 27, all in Township 39 North, Range 14, East of the Third Principal Meridian, comprised of sundry lots, blocks, streets and alleys together with part of the submerged lands reclaimed by the Illinois Central Railroad Company and the Chicago Park District in said sections aforesaid, bounded and described as follows:

beginning on the north line of East Cermak Road at the intersection of said line with the west line of South Calumet Avenue and running; thence east along said north line of East Cermak Road and along an eastward extension thereof, a distance of 460.75 feet to intersection with the easterly line of that part of said East Cermak Road vacated by ordinance passed December 11, 1956 and recorded January 23, 1957 as Document No. 16808888; thence southeastwardly along said easterly line a distance of 45.46 feet to the westerly line of the right-of-way of the Illinois Central Railroad; thence northwardly along the westerly line of said railroad a distance of 935.00 feet to a point which is 1,500.00 feet northerly from the intersection of said westerly line with the northerly line of the 23rd Street viaduct, being a line 60 feet (measured perpendicularly) northerly of and parallel with the center line of the existing structure; thence eastwardly along a line perpendicular to said westerly right-of-way line, a distance of 418.419

feet; thence northwardly along the arc of a circle, convex to the east with a radius of 915.13 feet, a distance of 46.841 feet to a point which is 424.314 feet (measured perpendicularly easterly from said westerly right-of-way line and 1,546.469 feet (measured perpendicularly) northerly of said northerly line of the 23rd Street viaduct; thence northwardly along the arc of a circle, convex to the east with a radius of 2,008.70 feet, a distance of 160.333 feet to a point which is 434.030 feet (measured perpendicularly) easterly from said westerly right-of-way line and 1,706.466 feet (measured perpendicularly) northerly of said northerly line of the 23rd Street viaduct; thence northwardly along a straight line, tangent to last described arc of a circle, a distance of 722.975 feet to a point which is 230.646 feet westerly and 158.143 feet northerly of the intersection of the westerly line of Burnham Park (as said westerly line is described in the 1919 lake front ordinance) with the north line of East 18th Street, extended east, as measured along said westerly line and a line perpendicular thereto; thence northwardly along the arc of a circle, convex to the west, tangent to last described straight line and having a radius of 1,343.75 feet, a distance of 278.822 feet to a point which is 197.423 feet westerly and 434.475 feet northerly of the intersection of said westerly line of Burnham Park with said north line of East 18th Street, extended east, as measured along said westerly line and a line perpendicular thereto; thence northwardly along a straight line, tangent to last described arc of a circle, a distance of 436.277 feet to a point which is 100.767 feet westerly and 859.910 feet northerly of the intersection of said westerly line of Burnham Park with the north line of East 18th Street, extended east, as measured along said westerly line and a line perpendicular thereto; thence northwardly along the arc of a circle, convex to the east, tangent to last described straight line and having a radius of 2,448.29 feet, a distance of 86.233 feet; thence eastwardly along a straight line, which forms an angle of 73 degrees, 40 minutes, 14 seconds from north to west with said westerly line of Burnham Park, a distance of 86.641 feet to an intersection with said westerly line of Burnham Park; thence southwardly along said westerly line of Burnham Park, a distance of 919.963 feet to said intersection with the north line of East 18th Street, extended east; thence continuing southwardly along said westerly line of Burnham Park, a distance of 2,225.472 feet to a point 105.00 feet northerly of the center line of the aforesaid 23rd Street viaduct; thence eastwardly along a line which is parallel with said center line of said 23rd Street viaduct, a distance of 397.34 feet; thence northwardly along a straight line parallel with said westerly line of Burnham Park, a distance of 800.00 feet; thence eastwardly perpendicular to last described line, a distance of 50.00 feet; thence northwardly parallel with said westerly line of Burnham Park, a distance of 55.00 feet; thence eastwardly perpendicular to last described line, a distance of 60.00 feet; thence southwardly parallel with said westerly line of Burnham Park, a distance of 55.00 feet; thence eastwardly perpendicular to last described line, a distance of 390.00 feet; thence northwardly parallel

with said westerly line of Burnham Park, a distance of 55.00 feet; thence eastwardly perpendicular to last described line, a distance of 60.00 feet; thence southwardly parallel with said westerly line of Burnham Park a distance of 55.00 feet; thence eastwardly perpendicular to last described line, a distance of 50.00 feet; thence southwardly parallel with said westerly line of Burnham Park, a distance of 1,360.00 feet; thence westwardly perpendicular to last described line, a distance of 610.00 feet; thence northwardly parallel with said westerly line of Burnham Park, a distance of 380.00 feet, to a point 75.00 feet southerly of the center line of aforesaid 23rd Street viaduct; thence westwardly along a line which is parallel with said center line of East 23rd Street viaduct, a distance of 378.03 feet to a point 19.31 feet easterly of said westerly line of Burnham Park; thence southwardly along a straight line which is parallel with said westerly line of Burnham Park, a distance of 465.81 feet; thence continuing southwardly along an arc of a circle, convex to the east, tangent to last described straight line, and having a radius of 561.35 feet, a distance of 147.65 feet to an intersection with said westerly line of Burnham Park, at a point which is 686.38 feet (measured along said westerly line) southerly from the center line of said East 23rd Street viaduct; thence southwardly continuing along the westerly line of said Burnham Park, being here a straight line whose southerly terminus is a point which is 308.00 feet (measured along said line) south of the intersection of said line with the north line of East 29th Street, extended east, a distance of 3,211.315 feet to a point which is 89.16 feet northerly of the aforesaid southerly terminus; thence southwardly continuing along said westerly line of Burnham Park, being here the arc of a circle, convex to the east, tangent to last described straight line, and having a radius of 635.34 feet, a distance of 177.175 feet to a point on that westerly line of said Burnham Park which extends southerly from the aforesaid point 308.00 feet south of the north line of East 29th Street, extended east, to a point on the north line of East 31st Street, extended east, which is 250.00 feet (measured perpendicularly) easterly of the aforementioned westerly right-of-way line of the Illinois Central Railroad; thence southwardly along said last described westerly line of Burnham Park, a distance of 857.377 feet to a point which is 86.31 feet (measured along said line) northerly of aforesaid point on the north line of East 31st Street, extended east; thence southwardly continuing along said westerly line of Burnham Park, being here the arc of a circle, convex to the west, tangent to last described line and having a radius of 573.69 feet, a distance of 69.447 feet to an intersection with the north line of said East 31st Street; thence west along said north line of East 31st Street a distance of 106.724 feet; thence northwardly along a straight line, a distance of 1,903.228 feet to a point which is 156.586 feet easterly and 1,856.555 feet northerly of the intersection of said westerly right-of-way line with the northerly line of the 31st Street viaduct, being a line 50.00 feet (measured perpendicularly) northerly of and parallel with the south line of said southeast fractional quarter of Section 27;

thence northwardly along a straight line, a distance of 222.296 feet to a point which is 148.535 feet easterly and 2,078.705 feet northerly of the intersection of said westerly right-of-way line with the northerly line of said 31st Street viaduct, as measured along said westerly line and a line perpendicular thereto; thence northwardly along a straight line, a distance of 488.798 feet to a point which is 126.789 feet easterly and 2,567.019 feet northerly of the intersection of said westerly right-of-way line with the northerly line of said 31st Street viaduct, as measured along said westerly line and a line perpendicular thereto; thence northwardly along a straight line, a distance of 458.564 feet to a point which is 126.266 feet easterly and 3,025.583 feet northerly of the intersection of said westerly right-of-way line with the northerly line of said 31st Street viaduct, as measured along said westerly line and a line perpendicular thereto; thence northwardly along a straight line, a distance of 362.655 feet to a point which is 143.70 feet easterly and 3,387.819 feet northerly of the intersection of said westerly right-of-way line with the northerly line of said 31st Street viaduct, as measured along said westerly line and a line perpendicular thereto; thence northwardly along a straight line, whose northerly terminus is a point which is 194.66 feet (measured perpendicularly) easterly from said westerly right-of-way line and 920.105 feet (measured perpendicularly) south from the southerly line of the aforesaid 23rd Street viaduct (being the southerly line of the easement granted to the South Park Commissioners, dated September 25, 1922 as Document No. 7803194) a distance of 317.77 feet more or less to the northerly face of the overhead bridge structure lying within the easement for the Southwest Expressway system, as said easement is described in Judgment Order No. 67 L 13579 in the Circuit Court of Cook County; thence westwardly along the northerly face of said structure being here the arc of a circle convex to the south and having a radius of 561.35 feet, a distance of 267.31 feet more or less; thence continuing westwardly along the northerly face of said structure, a distance of 596.98 feet more or less to an intersection with the west line of Dr. Martin Luther King Jr. Drive; thence northwardly along said west line of Dr. Martin Luther King Jr. Drive, a distance of 113.20 feet more or less to an intersection with the south line of Lot 3 in Hurlburd's Subdivision of the south 14.50 feet of Block 40 and north 85.50 feet of Block 52, in Canal Trustee's Subdivision of the west half of Section 27, aforesaid; thence westwardly, along said south line of Lot 3 and a westward extension thereof and along the south line of Lot 6 and said south line extended west, in Hurlburd's Subdivision aforesaid, a distance of 297.50 feet more or less to the westerly line of South Cottage Grove Avenue; thence southwestwardly along the northerly line of the property acquired for the Adlai E. Stevenson Expressway, by ordinance passed July 11, 1957, a distance of 290.74 feet more or less to the east line of South Prairie Avenue; thence northwardly along said east line of South Prairie Avenue, a distance of 1,213.40 feet more or less to an intersection with the eastward extension of the south line of Block 11 in the Canal Trustees'

Subdivision of the west half of Section 27 aforesaid; thence west along said eastward extension and along said south line of Block 11, a distance of 214.83 feet more or less to the westerly line thereof; thence northwestwardly along said westerly line of Block 11 (said westerly line being also the easterly line of South Cottage Grove Avenue) a distance of 225.95 feet more or less to the easterly line of South Indiana Avenue, as widened by ordinance passed December 14, 1927; thence north along said easterly line of South Indiana Avenue, as widened by said ordinance, a distance of 46.35 feet more or less to the north line of Lot 7 in Nathanial Gould's Subdivision of Block 3 in Canal Trustees' Subdivision of Section 27, aforesaid; thence east along the north line of Lots 7 and 8 in Nathaniel Gould's Subdivision aforesaid and along said north line extended east, a distance of 316.00 feet more or less to the east line of South Prairie Avenue; thence north along said east line of South Prairie Avenue, a distance of 95.30 feet more or less to the south line of East Cermak Road, as widened by ordinance passed April 12, 1922.

N.B.D. Trust Co. of Illinois, under Trust No. 1304 CH -- to classify as a C3-5 Commercial-Manufacturing District instead of an M2-5 General Manufacturing District the area shown on Map No. 3-G bounded by:

West North Avenue; a line 29.28 feet east of North Sheffield Avenue; the alley next south of West North Avenue; a line 289.54 feet east of North Sheffield Avenue; West Weed Street; North Kingsbury Street; a line from a point 77.77 feet northwest of the intersection of North Kingsbury Street and North Sheffield Avenue, as measured along the northeast line of North Kingsbury Street, to a point 36.82 feet north of the intersection of North Kingsbury Street and North Sheffield Avenue, as measured along the west line of North Sheffield Avenue; and North Sheffield Avenue.

Omelan Perchatsch -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 12-J bounded by:

a line 13.11 feet north of and parallel to West 51st Street; South Spaulding Avenue; a line 413.11 feet north of and parallel to West 51st Street; and the alley next west of South Spaulding Avenue.

Ulas Sherley -- to classify as an M2-1 General Manufacturing District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 18-D bounded by:

South Chicago Avenue; South Dante Avenue; Pennsylvania Railroad right-of-way; and a line 421.6 feet northwest of and parallel to South Dante Avenue.

Washington Madison Wells Limited Partnership -- to classify as a Central Area Parking Planned Development instead of Central Area Parking Planned Development Number 394 and a C3-7 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by:

West Washington Street; a line 81.17 feet east of North Wells Street; a line 60.0 feet south of West Washington Street; a line 71.20 feet east of North Wells Street; West Calhoun Place; a line 162.53 feet east of North Wells Street; West Madison Street; and North Wells Street.

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/D. Prais, Adler Joshua R., Allied Mutual Insurance Company and Kurt E. Brewer, Allstate Insurance Company (6) Blagica Brandonisio, Nellie M. Hood, Ellen M. LeGrand, Caroline E. Olson, Mary E. Puntillo and Alfonso Ramirez, American Ambassador Casualty Company (8) Israel Cintron, Brenda J. Nelson, Marian Osiadacz, Willie Rivers, Gordon Shore, Dorothy Skinner, Mike Solesky and Celso Urbina, American Family Insurance Company (2) Christine A. Jensen and Paul W. Sorenson, American Manufacturers Mutual Insurance Company and James Grundy, Amidei Daniel R., Amin Suketu R., Anderson Dale and Rosemary, Anderson Ronald E., Anitc Antonije, Arvidson Mary L.;

Beamon Beatrice, Bostelman Jeffrey A., Bower Michael L., Bridges Lorenzo M., Brown Dorothy, Burke Sharon M., Byrnes Francis A.;

C. A. Cab Company, Castano Maria L., Castillo Brunhilde, Cavin Evelyn, Cawley J. & P., Chao Dip-Chung, Collier LaShonda D., Colon Luci S., Contract Transport, Inc. (2), Cooley Freeman R., Corder Karen R., Crossley Annie R.;

Danan Shlomo, DeBruce Antonio, Devine Lyanne E., Dershowitz Alison I., Diaz Catarino G., Diaz Jose and Rose, DiMauro Paul, DiPiazza Antonio, Dombkowski David W., Drochner Fred E., Dybek Stuart John;

Economy Preferred Insurance Company and Marshall Polakoff, Espinoza Adam J., Evensen Patricia D.;

Fabricated Air System, Felonk Gloria A., Franklin Jacqueline M., Frauenfelder Ronald J.;

Gaitan Santos, Garrido Martha, GEICO Ins. Co. (2) Raymond Lewis and Sarah Spector, Goldberg Kenneth, Goldsmith Martin P., Gosha Bertha E., Green Calvin L., Greenwald Peter J., Gutierrez Mercel;

Hamad Zakaria I., Hasapis Emmanuel, Hellwege Pamela S., Hendee William R., Hernandez Xavier, Hodgkins Cynthia A., Hooper John, Hornyak Charlotte B., Houlihan Erin, Howard Evelyn Gladys;

Illinois Bell Telephone Company;

Joe Harris Paint and Hardware, Johnson Curley M., Jones Donnell, Jones Mary L.;

Kamberos William S., Karalaw Cheryl A., Keller Lydia D., Keys Roger J., Kimball Harold M., Kitchen Lola Elizabeth, Koch Randall A., Koeberl Ernest A., Kolacia Kenneth Frank, Krull S. J. and Shirley Verdugo;

Lanier Paul (2), Laurent Carol A., Lewis Craig, Lewis Maurice, Liberty Mutual (2) Apple Computer, Inc. and Vernon Wennerstrom Sr., Livi Devin J.;

MacLennan Bruce W., McCoy Laura, McKinney Scott E., Mead Michael L., Mileczko Jeannette, Minera Carlos, Mojica Ellen M., Morris Armintha M., Motorola, Inc., Murden Vincent W., Musgrave JoAnne L.;

Nationwide Insurance and Robin L. Grimm, Nowacka Katherine T.;

Ortiz Rev. Julio;

Pang Jia, Peoples Gas Light and Coke Company (19), Pleasant Sandy, Polizzi Michael Frank, Pommier Jennifer S., Powell Mary, Pradel Karl A., Preston Matthew M.;

Rahaman Nilofar, Rainbow Motel, Inc./W. P. Talbert, Reggans Annie R., Ratner Vera M., Reisener Andrea K., Republic Insurance Company and Dinkha Boudakh, Republic Vending Corporation, Robinson Corey Claude (2), Rodriguez Juan C., Rouzan Kathleen M., Rowe Theodore P., Rubin Andrew S.;

Salmi Teresa, Schultz Richard G., Scott Cecelia D., Scott Ethel M., Shaughnessy Kathleen A., Silaus Stan, Sillari Stephen, Smith Maurice, Smith Raymond, Smith Romona L., Smith William B., Smyth Celestine J., Stallings George, State Farm Insurance Company (9) Anthony Danys, Jeryco Chemical and Supply Co. Inc., Richard H. Luzzo, Matthew M. Preston, Sharon J. Ryan, Gregory Scarborough, Steven Spears, Marietta Stogner, Roberta S. Williams/Gerber Auto Rebuilders, Stauffacher Cary, Stefanic Ellen M., Stone Katie M., Stone Pearlene, Strick Michael, Szczepanik Ludwik;

Thomas Anne, Thomas Bernice, Thompson Barbara A., Tillery Frank A., Toecker Johann, Topolski Jamie, Torres Geraldo N., Travelers Insurance and Raymond F. Schmarie, Trevino Geraldine, Tsang Bing Cheung;

United Parcel Service, Urchasko John E.;

Valkanet Nick, Vasilopulos Bob D.;

Wells Peter D., West-Keyes Rosalind E., White Robert M., Wiggins Patricia M., Williams Ernest D., Williams Roy, Wiltz Phyllis G., Wright Tina M.;

Xie Chunbo;

Zelener Leona.

Referred -- CERTIFICATION AS TO AMOUNT OF CITY'S CONTRIBUTION TO FIREMEN'S ANNUITY AND BENEFIT FUND OF CHICAGO.

Also, a communication from Mr. Kenneth Kaczmarz, Executive Director, Retirement Board of the Firemen's Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the city's contribution to the fund for the year 1993, which was *Referred to the Committee on Finance.*

Referred -- CERTIFICATION AS TO AMOUNT OF CITY'S CONTRIBUTION TO MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO.

Also, a communication from Mr. James L. Stack, Executive Director,

Municipal Employees' Annuity and Benefit Fund of Chicago, addressed to the City Clerk, transmitting a certified copy of a resolution adopted by the board as to the amount of the city's contribution to the fund for the year 1993, which was *Referred to the Committee on Finance.*

Referred -- RECOMMENDATION BY BOARD OF LOCAL IMPROVEMENTS FOR REPEAL OF CERTAIN IMPROVEMENT ORDINANCE.

Also, a communication signed by Mr. Morgan P. Connolly, Superintendent, Board of Local Improvements, Department of Transportation, transmitting a proposed ordinance to repeal an ordinance passed on September 12, 1990 for grading, paving and otherwise improving the roadway of the alleys between West 54th Street, South Kostner Avenue, South Kenneth Avenue and the C.U.T. Railroad right-of-way, et cetera, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- VACATION OF PORTION OF NORTH NATCHEZ AVENUE.

Also, a communication from Mr. George C. Leberis, Vice President, Golden Flame Restaurant, transmitting a proposed order directing the Commissioner of Planning and Development to prepare an ordinance for the vacation of that portion of North Natchez Avenue between West Higgins Avenue and the northwesterly-southeasterly public alley south of West Higgins Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF LORADO TAFT MIDWAY STUDIOS AS CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under date of July 24, 1992, transmitting

the recommendation that the Lorado Taft Midway Studios be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF TITLE 3, CHAPTER 12, SECTION 050(c) OF MUNICIPAL CODE OF CHICAGO REQUIRING APPLICANTS FOR SENIOR CITIZEN SEWER SERVICE CHARGE EXEMPTION TO PROVIDE DOCUMENTED PROOF OF QUALIFICATIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapter 3-12 of the Municipal Code of the City of Chicago concerning sewer service charge refunds, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 Section 3-12-050(c) of the Municipal Code of Chicago be, and the same is hereby amended by adding the language italicized below, to read as follows:

3-12-050.

(c) Persons residing in residences qualified for an exemption or refund under this section shall qualify for the exemption or refund by virtue of their qualifications for a homestead senior exemption under Section 19.23-1 of the Revenue Act of 1939, *or by the submission of a birth certificate showing the applicant is aged 65 or over and proof of their qualification for homeowners exemption.*

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

AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT TO SECURE REIMBURSEMENT BY COOK COUNTY OF CITY FUNDS EXPENDED FOR EMPLOYMENT OF FOSTER GRANDPARENTS AT COOK COUNTY HOSPITAL.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and Cook County concerning the Foster Grandparent 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,
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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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") by and through its Department of Aging operates a Foster Grandparent Program whereby it provides foster grandparents as needed by recipients; and

WHEREAS, The County of Cook operates Cook County Hospital which at times requires the services of a Foster Grandparent Program; now, therefore,

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

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

SECTION 2. The Commissioner of the Department of Aging is hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into and execute the contract, and any amendments thereto, substantially in the form of Exhibit A, attached hereto and made a part hereof.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

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

Exhibit "A".

Contract

For

Foster Grandparent Program

Required For Use By

Cook County Hospital
(21503)

With: City Of Chicago Department On Aging

Fund Chargeable: 897-157.

Whereas, This agreement, made and entered into as of the 21st day of April, 1992 by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter referred to as "County" and the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as the "City"; and

Whereas, The County and the City are legal entities organized and existing under the laws of the State of Illinois having among their powers the authority to contract with one another to perform such undertaking as described herein; and

Whereas, The County of Cook (hereinafter "County") operates the Cook County Hospital (hereinafter "Hospital") which provides services to the residents of Cook County, Illinois; and

Whereas, The Hospital at times requires a Foster Grandparent Program; and

Whereas, The City is a Foster Grandparent provider and desires to provide the Hospital with the specified Foster Grandparents as needed. The City shall provide Foster Grandparents as specified in (Sub)Exhibit A herein and at the cost shown on Page SA-1 with the total cost not to exceed $9,707.00. The City, hereinafter referred to as the "Contractor", shall provide Foster Grandparent Service as requested by the using department.

Now, Therefore, In consideration of the premises, mutual undertakings, and promises contained herein, the parties agree as follows:

I. Contract Period.

This contract is a twelve (12) month contract effective after proper execution of the contract documents by the Cook County Board.

II. Method Of Payment.

Payment to the Contractor will be made upon satisfactory receipt of the service as determined by the Hospital. Invoices completely filled out in triplicate on County Form 29A shall be submitted to the Cook County Hospital when requesting payment.

III. Relationship Of Parties.

Contractor and County are independent contractors for the provision of services through this contract. Neither the County or the Contractor shall be deemed an employee, agent, partner or joint venturer of the other.

IV. Termination.

Either party may terminate this agreement in the event of

default or material breach of performance upon thirty (30) days written notice.

V. Government Law.

This agreement shall be governed and interpreted according to the laws of the State of Illinois.

VI. Entire Agreement.

1. This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any and all other agreements, whether written or oral. This agreement maybe amended only by written agreement duly executed by both parties.

2. Except as otherwise expressly provided herein, this contract shall be enforceable only by the Contractor of the County and their successors in interest.

3. Wherever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this contract, such language shall be deemed never to have appeared herein and no connotations or inference shall be drawn therefrom.

4. If any provision or clause of this agreement shall be held to be invalid, such provision or clause shall be deleted from the agreement and the agreement shall be constructed to give effect to the remaining portions thereof.

5. This agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party.

6. No waiver of any term or condition of this agreement by either party shall be deemed either a continuing or further waiver of the same term or condition of this agreement or a waiver of any other term or condition of this agreement.

7. It is expected that the contract dollar amount of $9,707.00 as shown on Page SA-1 will be exceeded by

approximately $5,000.00. At that time the City will request additional funding from the County and if such request is granted, the contract will be amended to reflect the additional funding.

VII. Notices.

1. All notices permitted or required under this contract to Cook County shall be in writing and addressed as follows:

Patrick McFadden
Purchasing Agent
Room 1018
118 North Clark Street
Chicago, Illinois 60602

2. All notices permitted or required under this contract to the City of Chicago shall be in writing and addressed as follows:

Commissioner Donald R. Smith
Chicago Department on Aging
510 North Peshtigo Court
Chicago, Illinois 60611

3. All notices shall be deemed given on the day of mailing. Either party to this contract may change its address for the receipt of notices at any time by giving notice of such change in writing to the other party.

VIII. Terms And Conditions.

This agreement incorporates the printed "Terms and Conditions" set forth in (Sub)Exhibit A. Notwithstanding such incorporation, nothing set forth in the incorporated document which conflicts with the express terms of this agreement shall be deemed or construed to supersede the terms herein provided.

In witness whereof, the parties hereto have set their hands and seals the day and year written below, and represent that the signatures below are duly authorized to execute this agreement on behalf of their respective body, as of the date first written above.

Attest:

City Clerk

Cook County

By: _____

City of Chicago, a municipal corporation

By: _____

Page SA-1 and (Sub)Exhibit "A" attached to this contract read as follows:

Page SA-1.

Specifications And Agreement.

The undersigned declares that they have carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 92-11-683 as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that by this agreement they waive all right to plead any misunderstanding regarding the same.

Item Number	Unit Of Measure	Estimated Quantity	Description
1	Lot	1	Foster Grandparent Program Per Exhibit A Herein For Period April 1, 1992 Through March 31, 1993.
			$9,707.00/Lot
		Grand Total	$9,707.00/Lot
		Not To Exceed	_____

Deliver to: Cook County Hospital
700 South Wood Street
Chicago, Illinois 60612

Certificate of qualification, corporation form, notary, et cetera, must be filled out properly when submitting this proposal. Letter of authorization for signatures must be enclosed with this agreement where applicable. Failure to do so shall subject bidder to disqualification.

(Sub)Exhibit "A".

Terms And Conditions.

The Chicago Foster Grandparent Program Between
The City Of Chicago Department On Aging
And Cook County Hospital.
(Complete Name Of Agency)

Accepted Signature:

Donald R. Smith
Commissioner,
Chicago Department on Aging
510 North Peshtigo Court
Chicago, Illinois 60611

Date

Accepted Signature:

Ruth M. Rothstein
Please Print Name

Hospital Director
Title

1835 West Harrison Street
Address

Chicago, Illinois 60612
City State Zip

(312) 633-6533
Telephone

April 21, 1992

Date

Signature of Site Coordinator designated in Part II:

Angeles P. Montefolka

Date

Chicago Department On Aging -- Foster Grandparent Program.

Part I.

Terms And Conditions.

This Agreement shall be in effect from April 1, 1992 to March 31, 1993.

Termination of this Agreement may be effected by a 30-day written notice of the signatories above.

General Conditions of this Agreement.

The Chicago Department on Aging (C.D.oA.) shall:

1. Provide program development and supportive services to the Foster Grandparent Program.

2. Provide technical assistance with respect to proposal and grant development as requested.

3. Serve as a resource and clearing house for information on aging, including information and referral on individual problems of the Foster Grandparents.

4. Administer program elements citywide.

5. Assign 14 Foster Grandparents to the Agency site for 20 hours per week (4 hours per day, Monday through Friday).

6. Provide written guidance on appropriate duties for Foster Grandparents as outlined in the Guide to the Foster Grandparent Program.

7. Recruit, train, orient, and place Foster Grandparents and conduct in-service training for them.

8. Furnish other benefits as outlined in ACTION's Handbook 4405.90 and Public Law 93-113, Domestic Volunteer Service Act.

9. Furnish fiscal administration of the Foster Grandparent Program as outlined by C.D.oA. procedures and ACTION guidelines.

Specific Conditions of this Agreement.

1. Under no circumstance can Foster Grandparent assignments be modified or changed without approval of the Foster Grandparent Program Director.

2. Under no circumstances can a Foster Grandparent be terminated without approval from the Commissioner of C.D.oA..

3. The C.D.oA. agrees to pay the volunteers at the current Foster Grandparent Program volunteer a stipend rate of $2.35 per hour.

Part II.

The Cook County Hospital Agency agrees to host the Foster Grandparent Program at the following location(s):

Address: 700 South Wood Street Phone: (312) 633-6541

Address: _____ Phone: _____

Address: _____ Phone: _____

Said Agency further agrees to:

1. Allow authorized C.D.oA. staff access to the program site whenever Foster Grandparents are on duty.

2. Maintain and submit accurate records within designated time frames to meet program reporting requirements.

3. Review and abide by C.D.oA. personnel policies and ACTION federal guidelines with respect to Foster Grandparent Program volunteers.

4. Furnish one meal per day per Foster Grandparent at the Agency's estimated cost of $4.00 per meal (average.)

5. Furnish a cash-match to the stipend received by the Foster Grandparents at the rate of $1.00 per hour × 20 hours per week × 52 weeks × 14 Foster Grandparents.

6. Furnish transportation for the volunteers assigned by (check appropriate box):

   [N/A] Providing the transportation directly (with the Agency's vehicle or by reimbursing the volunteers for their transportation costs directly).

   [N/A] Reimbursing C.D.oA. for the volunteers' commuting expenses (C.D.oA. will bill the Agency).

7. Select special or exceptional needs children who are to be served by a Foster Grandparent.

8. Provide orientation, training and supervision to Foster Grandparents on appropriate activities for the children; provide written job descriptions for each Foster Grandparent.

9. Evaluate and report on the performance of the Foster Grandparents twice each program year.

10. Evaluate the effects of the program on the selected children.

11. Provide an annual self-assessment evaluation to C.D.oA..

12. Designate a coordinator (named below) to provide supervision to Foster Grandparents and maintain liaison between the Agency and C.D.oA..

Name: _____ Title: _____ Phone: _____

Proposal Acceptance.

The undersigned, on behalf of Cook County, a body politic and corporate of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

Total Amount of Contract: $ _____
(Dollars and Cents)

Fund Chargeable: _____ Department: _____
(Fund Number) (Number)

Dated at Chicago, Illinois this ____ day of _____, 19 __.

_____
President, Cook County Board of Commissioners

_____
County Comptroller

_____
County Purchasing Agent

Approved As To Form:

_____
Assistant State's Attorney

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR PRELIMINARY ENGINEERING FOR IMPROVEMENT OF VARIOUS STREETS DESIGNATED AS "GROUP A".

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State project agreement for various street improvement projects, for the amount of $7,550,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 and the Commissioner of the Chicago Department of Transportation 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 preliminary engineering of various street improvements designated as "Group A" 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 Various Streets Designated As "Group A".

Federal Project No.: _____

City Section No.: _____

State 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 Transportation, 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 various streets, designated as "Group A", hereinafter referred to as the "Project(s)" and identified in Exhibit A of this Agreement; 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, The State and the City wish to avail themselves, where possible, of Surface Transportation Program funds authorized by the Intermodal Surface Transportation and Efficiency Act of 1991 or subsequent federal legislation for the Preliminary Engineering of said Project(s); and

Whereas, The City and the State have concurred in the use of such funds for said 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 that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, Under the federal regulations, certain written agreements for the Project may be required.

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 State approved Preliminary Engineering of the Project(s), as hereinafter provided in numbered Paragraph 8, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To give administrative assistance and guidance to the City during the performance of Preliminary Engineering and to review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

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 final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the Project(s), all of which is considered to be Preliminary Engineering.

4. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project(s).

5. 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.

6. That failure on the part of the City to fulfill the responsibilities assigned in Paragraph 5 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

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

The Parties Hereto Mutually Agree:

8. That the estimated costs of the Preliminary Engineering covered and described by this Agreement are:

Preliminary Engineering $7,550,000

and that based upon the current ratio of federal to non-federal (State) funds for Surface Transportation Program projects, the proportional participation for said Preliminary Engineering will be:

Federal-Aid Share (S.T.P.) (80% of $7,550,000)	$6,040,000
Non-Federal Share (State) (20% of $7,550,000)	1,510,000
TOTAL:	$7,550,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $1,510,000 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

9. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

10. That standard federal aid procedures and requirements shall apply to all phases of the Project(s).

11. That the Commissioner of the Chicago Department of Transportation is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of said Preliminary Engineering ($7,550,000) as authorized by the City Council.

12. 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 January 1, 1995.

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

The Local Agency certified 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 commissions 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 of an educational loan as provided in Public Act 85-827; and

(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.

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* The Local Agency for purpose of this certification is defined as the Department of Transportation 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 Transportation, the Purchasing Agent and the Comptroller of the City of Chicago.

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

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Chicago Department of
Transportation

Executed by the State of Illinois
this ____ day of _____, ____.

By: _____
Director of Highways,
Illinois Department of
Transportation

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

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the

maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

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

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

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

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

Exhibit "A".

"Group A" Preliminary Engineering.

Street	Limits	Amount
	Major Streets -- Eng -- A.	
51st Street	Kedzie to Halsted	$ 660,000
69th Street	Western to South Chicago	800,000
Armitage Avenue	Leclaire to Elston	950,000

Street	Limits	Amount
	Major Streets -- Eng -- A.	
Central Avenue	Madison to North	$450,000
Clark Street	Foster to Howard	450,000
Division Street	Cicero to LaSalle	1,200,000
Halsted Street	Cermak to Madison	440,000
Jeffery Avenue	95th to 67th	770,000
Kedzie Avenue	47th to Stevenson	330,000
Kedzie Avenue	Madison to Armitage	550,000
Montrose Avenue	Pulaski to Lake Shore Drive	950,000
	TOTAL:	$7,550,000

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR CONSTRUCTION OF HANDICAPPED SIDEWALK RAMPS AND PLACEMENT OF NEW MAST ARM STREET-NAME SIGNS AT VARIOUS INTERSECTIONS RECENTLY MODERNIZED UNDER SEPARATE PROJECTS.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement for various improvements along Ashland Avenue, in the amount of $115,000, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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, and the Commissioner of the Chicago Department of Transportation 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 construction of sidewalks ramps to provide increased accessibility for the handicapped, and for the placement of new mast arm street-name signs at various locations along Ashland Avenue, and "Group L" intersections, at which traffic control signals have recently been modernized under separate projects described therein, said agreement to be substantially in the following form:

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

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

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

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

City/State Project Agreement.

For The Construction Of Sidewalk Ramps To Provide Increased Accessibility For The Handicapped, And For The Placement Of New Mast Arm Street-Name Signs At Various Locations Along Ashland Avenue, And "Group L" Intersections, At Which Traffic Control Signals Have Recently Been Modernized Under Separate Projects.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

C.D.O.T. 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 Transportation, hereinafter called the "City".

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to construct sidewalk ramps to provide increased accessibility for the handicapped and new mast arm street-name signs at various locations along Ashland Avenue, and "Group L" intersections, at which traffic control signals have recently been modernized, under separate projects hereinafter referred to as the "Project", described in numbered Paragraph 11 and identified in Exhibit A 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, The State and the City wish to avail themselves, where possible, of Surface Transportation Program funds authorized by the Intermodal Surface Transportation Efficiency Act of 1991 or subsequent federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; 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 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 the 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 the 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 the 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 construction of sidewalk ramps to provide increased accessibility for the handicapped, and the placement of new mast arm street-name signs at various Ashland Avenue, and "Group L" intersections, at which traffic control signals have recently been modernized under separate projects. (See Exhibit A of this Agreement for locations).

Sidewalk ramps to be constructed at these intersections will conform to current standards for such construction, as set by the Illinois Department of Transportation. Mast arm street-name signs to be placed at the intersections will meet current requirements of the *Illinois Manual of Uniform Traffic Control Devices*, with regard to size and placement. 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	$100,000
Construction Engineering/Supervision ..... (up to 15% of Contract Construction)	15,000
TOTAL:	$115,000

and that based upon the current ratio of federal to non-federal (State) funds for Surface Transportation Program projects, the proportional participation for the Project will be:

Federal Aid Share (S.T.P.) (80% of $115,000)	$ 92,000

Non-Federal Share (State) (20% of $115,000)	23,000
TOTAL:	$115,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share (State) shall be limited to a maximum of $23,000 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 the Chicago Department of Transportation is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of the Project ($115,000) 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, 1995.

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 certified to the best of its knowledge and belief its officials:*

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* The Local Agency for purpose of this certification is defined as the Department of Transportation 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 Transportation, the Purchasing Agent and the Comptroller of the City of Chicago.

(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 commissions 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 of an educational loan as provided in Public Act 85-827; and

(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

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Chicago Department of
Transportation

Executed by the State of Illinois
this ____ day of _____, ____.

By: _____
Director of Highways,
Illinois Department of
Transportation

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

Minority Business Enterprises Provisions.

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

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

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

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

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

Exhibit "A".

C.D.O.T. Job No: B-1-032.

Signalized intersections to be improved by the construction of sidewalk ramps to provide increased accessibility for the handicapped and the placment of new mast arm street-name signs:

Ashland Avenue and Wrightwood Avenue

Ashland Avenue and Wellington Avenue

Ashland Avenue and Barry Avenue

Ashland Avenue and Belmont/Lincoln Avenues

Ashland Avenue and School Street

Ashland Avenue and Roscoe Street

Ashland Avenue and Grace Street

Ashland Avenue and Berteau Avenue

Ashland Avenue and Montrose Avenue

Ashland Avenue and Balmoral Avenue

Ashland Avenue and Bryn Mawr Avenue

Ashland Avenue and Hollywood Avenue

Ashland Avenue and Lawrence Avenue

Ashland Avenue and Winnemac Avenue

North Sheridan Road and Oakdale Avenue

East River Road and Foster Avenue

Pershing Road and Normal Avenue

Lincoln Avenue and Lincoln Park West/Wisconsin Street

Columbus Drive and North Water Street

Laflin Street and 47th Street

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR REPAIR OF MICHIGAN AVENUE VIADUCT BETWEEN LAKE STREET AND WACKER DRIVE.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement for the repair of the Michigan Avenue Viaduct, in the amount of $100,000, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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, and the Commissioner of the Chicago Department of Transportation 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 repair of the Michigan Avenue Viaduct between Lake Street and Wacker Drive, 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.

Repair Of The Michigan Avenue Viaduct

Between Lake Street And Wacker Drive.

City Section No.: _____

State Job No.: _____

C.D.O.T. 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 Transportation, 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 proceed with the repair of the Michigan Avenue Viaduct between Lake Street and Wacker Drive, hereinafter referred to as the "Project" and described in numbered Paragraph 8 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 the Section 3 Line Item of that Memorandum which provides $20,000,000 for City bridge capital improvements to be obligated by the City is the basis for State funds provided under this Agreement; and

Whereas, The City and the State have concurred in the use of such funds for the Project.

The State Hereby Agrees:

1. To reimburse the City 100% of the costs incurred in connection with the construction, of the Project, as hereinafter provided in numbered Paragraph 9, upon receipt of progressive billings supported by documentation as required by the State.

The City Hereby Agrees:

2. To provide and/or cause to be provided all construction for the Project, in accordance with established procedures of the City and State.

3. To finance the work pending progressive reimbursement by the State of the costs involved, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.

4. 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 and under federal law.

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

The Parties Hereto Mutually Agree:

6. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

7. 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.

8. That said Project generally consists of repairs to the Michigan Avenue Viaduct between Lake Street and Wacker Drive.

   Repair and reinforcement of deteriorated sections of the Viaduct's concrete deck and driving surface are included in the Project, as are repairs to the damaged expansion joint just north of South Water Street and all other appurtenances necessary to complete the Project in accordance with approved plans and specifications.

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

Force Account Construction (City)	$100,000
TOTAL:	$100,000

   and that 100% of the actual final costs will be paid by the State up to a maximum of $100,000 with any cost in excess of that amount to be paid by the City, or otherwise provided by Amendment to this Agreement.

10. That the City shall be responsible for 100% of the cost of any work not eligible for State participation.

11. That the Commissioner of the Chicago Department of Transportation is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of the Project ($100,000) as authorized by the City Council.

12. That this Agreement and the covenants contained herein shall be void ab initio in the event the construction work contemplated herein is not completed by June 1, 1995.

13. 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 certified 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 Transportation 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 Transportation, 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 commissions 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 of an educational loan as provided in Public Act 85-827; and

(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

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Chicago Department of
Transportation

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.

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR PRELIMINARY ENGINEERING FOR IMPROVEMENT OF CORTLAND STREET BRIDGE OVER NORTH BRANCH OF CHICAGO RIVER.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement for the improvement of the Cortland Street Bridge over the North Branch of the Chicago River, for the amount of $500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of the Chicago Department of Transportation 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 Cortland Street Bridge over the North Branch of the Chicago River described therein, said agreement to be substantially in the following form:

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

SECTION 2. 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 Cortland Street Bridge, Over The

North Branch Of The Chicago River.

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 Transportation, 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 Cortland Street Bridge over the North Branch of the Chicago River, hereinafter called the "Project"; and

Whereas, The City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies and a design report covering the improvement, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force

account construction, all of which are hereinafter referred to as "Preliminary Engineering"; and

Whereas, The State and the City wish to avail themselves, where possible, of Surface Transportation Program funds authorized by the Intermodal Surface Transportation Efficiency Act of 1991 or subsequent federal legislation for Preliminary Engineering of the Project; 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 City and the State have concurred in the use of such funds for the Project; and

Whereas, Under the federal regulation, 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 State approved Preliminary Engineering of the Project, as hereinafter provided in numbered Paragraph 8, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To give administrative assistance and guidance to the City during the performance of Preliminary Engineering and to review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

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 non-federal (State) and federal 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.

5. 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.

6. That failure on the part of the City to fulfill the responsibilities assigned in Paragraph 5 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

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

The Parties Hereto Mutually Agree:

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

Preliminary Engineering	$500,000
TOTAL:	$500,000

and that based upon the current ratio of federal to non-federal (State) funds for Surface Transportation Program projects, the proportional participation for said Project will be:

Federal-Aid Share (S.T.P.) (80% of $500,000)	$400,000

Non-Federal Share (State) (20% of $500,000)	100,000
TOTAL:	$500,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $100,000 with any non-federal share required in excess of that amount to be provided by the City, or by amendment to this Agreement.

9. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

10. That standard federal-aid procedures and requirements shall apply to all phases of the Project.

11. That the Commissioner of the Chicago Department of Transportation 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 ($500,000) as authorized by the City Council.

12. 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 June 30, 1995.

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

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

The Local Agency certified to the best of its knowledge and belief its officials:*

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* The Local Agency for purpose of this certification is defined as the Department of Transportation 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 Transportation, the Purchasing Agent and the Comptroller of the City of Chicago.

(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 commissions 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 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 of an educational loan as provided in Public Act 85-827; and

(7) have not been barred from signing this Agreement as a result of 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,
Chicago Department of
Transportation

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.

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR IMPROVEMENT OF MADISON STREET FROM WESTERN AVENUE TO HALSTED STREET.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement for the improvement of Madison Street, for the amount of $7,175,000, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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, and the Commissioner of the Chicago Department of Transportation 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 Madison Street between Western Avenue and Halsted 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.

Improvement Of Madison Street (F.A.U. 1419)

From Western Avenue To Halsted Street.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

C.D.O.T. 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 Transportation, 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 Madison Street between Western Avenue and Halsted Street, 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, The State and the City wish to avail themselves, where possible, of Surface Transportation Program funds (for street improvements associated with the Project) and of Congestion Mitigation and Air Quality Improvement Program funds (for traffic signal improvements associated with the Project), as authorized by the Intermodal Surface Transportation Efficiency Act of 1991 or subsequent federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and the Section 1 Line Item of that Memorandum of Understanding which provides $48,000,000 in State Matching funds for Federal Aid and Interstate Transfer Projects in the City is the basis for the State funds provided under this Agreement; 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 the 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 the 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 Project.

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 the 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 Madison Street between Western Avenue and Halsted Street.

The existing driving surface will be removed. The pavement base will be repaired and/or reconstructed as necessary.

Deteriorated drainage structures will be replaced and a new driving surface will be applied. The intersections of Madison Street with Damen Avenue, with Ashland Avenue, with Ogden Avenue, with Loomis Street, with Racine Avenue, with Morgan Street and with Halsted Street will be improved by throat widening. The Loomis Street "T" intersections will also be realigned. Traffic signals will be modernized at the intersections of Madison Street, with Western Avenue, with Oakley Avenue, with Leavitt Street, with Damen Avenue, with Paulina Street, with Ashland Avenue, with Ogden Avenue, with Loomis Street, with Racine Avenue, with Morgan Street and with Halsted Street. Traffic signals will also be modernized at the intersection of Ogden Avenue with Ashland Avenue.

Deteriorated curbs, gutters and sidewalks will be removed and replaced. Sidewalk ramps for the handicapped, pavement markings, street signs 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	$4,250,000
Force Account Construction (City)	2,500,000
Construction Engineering/Supervision	425,000
TOTAL:	$7,175,000

and that based upon the current ratio of federal to non-federal (State) funds for Surface Transportation Program and for Congestion Mitigation and Air Quality Improvement Program projects, the proportional participation for the Project will be:

Federal Aid Share (S.T.P.) (80% of $5,855,000)	$4,684,000
Federal Aid Share (C.M.A.Q.) (80% of $1,320,000)	1,056,000
Non-Federal Share (State) (20% of $7,175,000)	1,435,000
TOTAL:	$7,175,000

and that based upon said ratios, State financial participation (referred to herein as the non-federal share (State) shall be limited to a maximum of $1,435,000 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 the Chicago Department of Transportation is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of the Project ($7,175,000) 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, 1995.

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 certified to the best of its knowledge and belief its officials:*

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* The Local Agency for purpose of this certification is defined as the Department of Transportation 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 Transportation, the Purchasing Agent and the Comptroller of the City of Chicago.

(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 commissions 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 of an educational loan as provided in Public Act 85-827; and

(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

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Chicago Department of
Transportation

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.

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR PRELIMINARY ENGINEERING FOR IMPROVEMENT OF ROOSEVELT ROAD VIADUCT FROM CHICAGO RIVER TO WEST OF MICHIGAN AVENUE. (PHASE II ONLY)

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement for the improvement of the Roosevelt Road Viaduct, for the amount of $2,000,000, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 and the Commissioner of the Chicago Department of Transportation 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 Phase II Preliminary Engineering of the improvement of the Roosevelt Road Viaduct from the Chicago River to west of Michigan 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 Roosevelt Road Viaduct (F.A.U. 1440)

From The Chicago River To West

Of Michigan Avenue.

(Phase II Only)

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

C.D.O.T. 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 Transportation, 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 improve the Roosevelt Road Viaduct from the Chicago River to West of Michigan Avenue, hereinafter referred to as the "Project"; and

Whereas, The City, before such improvements can be made, is required to make, or cause to be made, certain design and location studies and a design

report covering the improvement, and to prepare, or cause to be prepared, all preliminary and final plans, specifications and estimates for utility adjustments, right-of-way acquisition, contract construction and force account construction, all of which are hereinafter referred to as "Preliminary Engineering"; and

Whereas, The City is currently proceeding with Phase I Preliminary Engineering for the Project; and

Whereas, The State and the City wish to avail themselves, where possible, of Surface Transportation Program funds authorized by the Intermodal Surface Transportation and Efficiency Act of 1991 or subsequent federal legislation for Phase II Preliminary Engineering of the Project; and

Whereas, The City and the State have concurred in the use of such funds for said Phase II 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 that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, Under the federal regulations, certain written Agreements for the Project may be required.

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 State approved Phase II Preliminary Engineering of the Project, as hereinafter provided in numbered Paragraph 8, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To give administrative assistance and guidance to the City during the performance of said Phase II Preliminary Engineering and to review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

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 final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the project, all of which is considered to be Preliminary Engineering.

4. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.

5. 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.

6. That failure on the part of the City to fulfill the responsibilities assigned in Paragraph 5 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

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

The Parties Hereto Mutually Agree:

8. That the estimated costs of the Preliminary Engineering covered and described by this Agreement are:

Preliminary Engineering
(Phase II Only) $2,000,000

and that based upon the current ratio of federal to non-federal (State) funds for Surface Transportation Program projects, the

proportional participation for said Phase II Preliminary Engineering will be:

Federal Aid Share (S.T.P.) (80% of $2,000,000)	$1,600,000
Non-Federal Share (State) (20% of $2,000,000)	400,000
TOTAL:	$2,000,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $400,000 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

9. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

10. That standard federal aid procedures and requirements shall apply to all phases of this Project.

11. That the Commissioner of the Chicago Department of Transportation is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of said Phase II Preliminary Engineering ($2,000,000) as authorized by the City Council.

12. 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 January 1, 1995.

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

The Local Agency certified to the best of its knowledge and belief its officials:*

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* The Local Agency for purpose of this certification is defined as the Department of Transportation 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 Transportation, the Purchasing Agent and the Comptroller of the City of Chicago.

(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 commissions 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 of an educational loan as provided in Public Act 85-827; and

(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

By: _____
Mayor

Reviewed As To Form And Legality:
(subject to proper execution)

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Chicago Department of
Transportation

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 METROPOLITAN PIER AND EXPOSITION AUTHORITY FOR REDEVELOPMENT OF NAVY PIER AND NAVY PIER HEADLANDS SUBAREA.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an Intergovernmental Agreement with the Metropolitan Pier and Exposition Authority concerning the Headlands Subarea, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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") and the Metropolitan Pier and Exposition Authority ("M.P.E.A.") are the owners of separate parcels of real property located west of and adjacent to Navy Pier ("Navy Pier Headlands"); and

WHEREAS, In conjunction with the M.P.E.A.'s redevelopment of Navy Pier, the City and M.P.E.A. desire to enter into an agreement for the development of the Headlands with a public park known as Gateway Park and various road and infrastructure improvements; and

WHEREAS, The City is a home rule municipality pursuant to Article VII, Section 6 of the Illinois Constitution of 1970 and as such may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The development of the Navy Pier Headlands is a matter relating to the government and affairs of the City; 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 an Intergovernmental Cooperation Agreement with the Metropolitan Pier and Exposition Authority regarding the development of Navy Pier and the Navy Pier Headlands in substantially the form attached to and incorporated in this ordinance as Exhibit A, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 2. 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".

Intergovernmental Cooperation Agreement Regarding Navy Pier And The Navy Pier Headlands.

This Intergovernmental Cooperation Agreement is entered into as of the ____ day of _____, 1992, by and between the Metropolitan Pier and Exposition Authority (the "M.P.E.A."), a political subdivision, body politic and municipal corporation created by an act of the Illinois Legislature, Ill. Rev. Stat. Ch. 85, Par. 1223, and the City of Chicago (the "City"), an Illinois home rule municipal corporation.

Whereas, The M.P.E.A. intends to undertake redevelopment of the Navy Pier Subarea (as defined herein) and the M.P.E.A. and the City intend to undertake coordinated redevelopment of portions of the Headlands Subarea (as defined herein), pursuant to and in conformity with the Planned Development (as defined herein), and the M.P.E.A. and the City believe it is in their mutual best interest to identify and set forth the terms and conditions for coordinating the redevelopment, maintenance and use of the Headlands Subarea; and

Whereas, The Planned Development provides that it will not become effective until and unless an Intergovernmental Cooperation Agreement has been entered into by and between the M.P.E.A. and the City; and

Whereas, The M.P.E.A. is a unit of local government pursuant to Article VII, Section 1 of the Illinois Constitution of 1970; and

Whereas, The City is a home rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

Whereas, Article VII, Section 10 of the Illinois Constitution of 1970 empowers units of local government to contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

Whereas, The Intergovernmental Cooperation Act, Ill. Rev. Stat. Ch. 127, Par. 741, et seq., empowers public agencies such as the City and the M.P.E.A. to exercise powers jointly and to contract with each other; and

Whereas, Article VII, Section 6 of the Illinois Constitution of 1970 empowers a home rule unit such as the City to exercise any power and perform any function pertaining to its government and affairs; and

Whereas, The Metropolitan Pier and Exposition Authority Act, Ill. Rev.

Stat. Ch. 85, Par 1222, et seq., empowers the M.P.E.A. to enter into any contracts treating in any manner with the objects and purposes of the Act; and

Whereas, The Local Government Property Transfer Act, Ill. Rev. Stat., Ch. 30, Par. 155(h), et seq., empowers one municipality to transfer or lease property to another municipality pursuant to the terms and conditions of that Act;

Now, Therefore, The M.P.E.A. and the City, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article I.

Definitions.

Section 1.1

"C.T.A. Facility" means the Chicago Transit Authority terminal facility to be constructed on the Headlands Subarea.

Section 1.2

"C.T.A. Property" means the portion of the Headlands Subarea designated on (Sub)Exhibit A.

Section 1.3

"City Improvements" means those improvements set forth in (Sub)Exhibit B.

Section 1.4

"Corps" means the Army Corps of Engineers.

Section 1.5

"Corps Parcel" means that property designated as such in (Sub)Exhibit A.

Section 1.6

"Execution Date" means _____, 1992.

Section 1.7

"G.S.A." means the General Services Administration.

Section 1.8

"G.S.A. Parcel" means that property designated as such in (Sub)Exhibit A.

Section 1.9

"Headlands Roadways System" means the vehicular roadways to be constructed on the Headlands Subarea including the sidewalks attached to the curb of such roadways and, subject to the approval of the Commissioner of the Department of Streets and Sanitation, the service drives to the G.S.A. Parcel and Corps Parcel but does not include the C.T.A. Facility or any other pedestrian walkways, any bicycle paths or the service drive to the Ogden Slip.

Section 1.10

"Headlands Subarea" means Tracts B, C and F and those portions of Grand Avenue and Illinois Street east of Lake Shore Drive as defined in the Planned Development and, subject to Sections 2.2 and 2.3, Tract E.

Section 1.11

"Leased Premises" means Tracts B, C, and F and, subject to Sections 2.2 and 2.3, Tract E, but does not include the Roadway Property or the C.T.A. Property.

Section 1.12

"M.P.E.A. Improvements" means those improvements set forth in (Sub)Exhibit C.

Section 1.13

"Navy Pier Subarea" means Tract A as defined in the Planned Development.

Section 1.14

"Non-leased Premises" means those portions of Tracts B, C and F designated as the Roadway Property and the C.T.A. Property.

Section 1.15

"Parking Lot Leases" means any leases, licenses, or grants of authority relating to the parking lots on Tracts C and F.

Section 1.16

"Planned Development" means the Planned Development ordinance approved by the Chicago City Council on July 29, 1992 regarding the Application for Planned Development Number 10905.

Section 1.17

"Roadway Property" means the portion of the Headlands Subarea designated on (Sub)Exhibit A.

Section 1.18

"Rocky's Lease" means the lease, license or grant of authority relating to the use of the portion of the Headlands Subarea which includes the establishment known as "Rocky's".

Section 1.19

"Tract B" means Tract B as defined in the Planned Development designated on (Sub)Exhibit A.

Section 1.20

"Tract C" means Tract C as defined in the Planned Development designated on (Sub)Exhibit A.

Section 1.21

"Tract E" means Tract E as defined in the Planned Development including the Corps Parcel and G.S.A. Parcel.

Section 1.22

"Tract F" means only that portion of Tract F as defined in the Planned Development designated on (Sub)Exhibit A.

Article II.

Ownership Of Headlands Subarea.

Section 2.1 Conveyance Of Tract B.

2.1.1

Within forty-five (45) days after the Execution Date, the M.P.E.A. shall execute and deliver to the City a recordable Quitclaim Deed conveying Tract B to the City. The conveyance shall be of good and merchantable title subject only to the title exceptions applicable to Tract B which are set forth in (Sub)Exhibit D which is attached and incorporated ("Permitted Exceptions"). Not less than ten (10) days prior to delivering the Quitclaim Deed, the M.P.E.A. shall deliver to the City a "later date" title commitment for Parcel B. In the event that title exceptions other than Permitted Exceptions are shown on the title commitment, the M.P.E.A. and the City shall cooperate in working to have such exceptions waived or removed. The date of delivery of the Quitclaim Deed shall be postponed until all such exceptions have been waived or removed. The City and the M.P.E.A. each acknowledge that the conveyance of Tract B may be subject to existing leases for boat docking along Ogden Slip in Tract B and that as between the City and the M.P.E.A. such leases shall constitute permitted M.P.E.A subleases under this Agreement.

2.1.2

The M.P.E.A. shall pay all costs, fees and taxes, including the cost of title insurance which title insurance shall be in the amount of $10,000, related to the conveyance of Tract B to the City.

Section 2.2 Corps Parcel.

The City and the M.P.E.A shall use all reasonable efforts to obtain for the M.P.E.A. a lease, license or other right authorizing the M.P.E.A.'s use of the Corps Parcel or any portion thereof. The terms of said lease or license of the Corps are subject to the M.P.E.A.'s prior approval. In the

event the M.P.E.A. is issued such a license, lease or other right, the Corps Parcel shall be deemed included in the Leased Premises and Headlands Subarea for purposes of this Agreement.

Section 2.3 G.S.A. Parcel.

The City shall use all reasonable efforts to obtain title to, or a lease or license of, or other right to use the G.S.A. Parcel. Such reasonable efforts shall not include the payment of money. The M.P.E.A shall cooperate with the City in its efforts. In the event that the City obtains title to, or a lease or license of, or other right to use the G.S.A. Parcel, the G.S.A. Parcel shall be deemed included in the Leased Premises and Headlands Subarea for purposes of this Agreement.

Article III.

Possession, Use And Control Of Headlands Subarea.

Section 3.1 Lease Of Headlands Subarea.

Upon M.P.E.A. delivery of the Quitclaim Deed to the City, pursuant to Section 2.1, the Leased Premises shall be deemed leased by City to the M.P.E.A. upon and subject to the following terms and conditions:

3.1.1

The M.P.E.A. shall be entitled to possession of the Leased Premises immediately upon delivery of a recordable Quitclaim Deed.

3.1.2

The lease term shall be forty (40) years from the delivery of the Quitclaim Deed. Upon expiration of such term, or upon prior termination of the lease, the M.P.E.A. shall deliver possession to the City of the Leased Premises in good condition pursuant to this Agreement, reasonable wear and tear excepted.

3.1.3

The M.P.E.A. shall be entitled to full rights of possession, use and occupancy of the Leased Premises subject to and consistent with the

Planned Development and this Agreement.

3.1.4

The M.P.E.A. has sole and exclusive right to any revenues generated on and from the Leased Premises; provided however, that the M.P.E.A.'s right to use the Leased Premises is subject to this Agreement and the Planned Development.

3.1.5

The M.P.E.A. shall own all M.P.E.A. Improvements located on the Leased Premises until the expiration or termination of this Agreement. Thereafter, the City shall own all such Improvements.

3.1.6

The City has right of access of the Leased Premises for the construction of the City Improvements in accordance with the provisions of the Joint Work Plan. In addition, the City has right of access for the purposes set forth below. Except in case of an emergency, the City shall give reasonable advance notice to the M.P.E.A. before performing such work. At all times, the City shall use reasonable efforts to minimize the impact of such work so as not to reasonably interfere with the M.P.E.A.'s or the public's use of the Leased Premises. In any circumstance if the City's access causes damage to the Leased Premises, the City shall promptly repair such damage with "City standard" material and work to the standard set forth in Sections 4.2 and 4.3.

(1) Monitoring M.P.E.A.'s compliance with the terms of Planned Development and this Agreement;

(2) Satisfying the City's obligations under this Agreement with respect to the Headlands Subarea, including its maintenance obligations set forth in Section 4.3;

(3) Maintaining any City-owned utilities located within or adjacent to the Headlands Subarea; and

(4) Locating, maintaining, operating and reconstructing the Circulator on or adjacent to the Headlands Subarea in accordance with Section 10.1.

(5) Performing remediation of environmental conditions to the extent required by applicable Law and to the extent that the M.P.E.A. has not performed such remediation in accordance with Section 8.1.2.

3.1.7

The M.P.E.A. hereby acknowledges that the Leased Premises are subject to the rights of non-City-owned utility and public service providers to maintain and repair utilities and facilities located on, under or adjacent to the Leased Premises. The City shall not be responsible for any damage caused by the exercise of those rights. The City, however, agrees to direct non-City-owned utility and public service providers to relocate their utilities under the Roadway Property consistent with the terms of the respective utility franchise agreements.

3.1.8

The Leased Premises may be subject to easement or access rights over the Leased Premises as required by the owners or occupants of the Corps and G.S.A. Parcels. The City shall use reasonable efforts to make such easement or access rights consistent with those reflected in the Planned Development.

3.1.9

The M.P.E.A. shall not sublease or assign the lease of the Leased Premises without the City's prior approval. Notwithstanding this prohibition, the M.P.E.A. shall have the right to sublease or license the Leased Premises for the purposes of boat docking facilities and operations and movable commercial vendor facilities and operations.

3.1.10

The M.P.E.A. shall use the Leased Premises only for public parks, gardens and gathering places; walkways, bicycle paths and ramps; boat and ship docking, passenger embarking and disembarking; public transportation facilities; movable commercial vendors' facilities; kiosks and other similar structures; and related and accessory uses and support facilities. All such uses shall be in accordance with Law. M.P.E.A. shall operate, manage and maintain all of the Leased Premises as public places for the use and enjoyment of the public. Any limitations on the public use and any private uses shall be subordinate and ancillary as well as complementary to the predominately public character of the Leased Premises.

Section 3.2 Termination Of Parking Lot Leases.

The City shall furnish the M.P.E.A. with copies of the Parking Lot Leases and any current financial information provided by the lessees in connection with their lease payments. The City shall send termination notices to the lessees of the Parking Lot Leases promptly after the Execution Date in accordance with the terms of such leases. Copies of the notices of termination shall be provided to the M.P.E.A. within five (5) days of the City's tendering of such notices to the lessees. The City shall diligently pursue the termination of the Parking Lot Leases within forty-five (45) days after the Execution Date, including lawsuits and appeals up to the date of delivery of the Quitclaim Deed.

If the Parking Lot Lease lessees are still occupying the Leased Premises when the M.P.E.A. takes possession, then, the City shall assign said leases to the M.P.E.A., including the right to revenues therefrom. Thereafter, the M.P.E.A. will assume all responsibilities with respect to such leases and shall diligently pursue their termination.

Section 3.3 Assignment Of Rocky's Lease.

The City shall furnish the M.P.E.A. with copies of the Rocky's Lease and the most recent financial statements in its possession with respect to such lessee. The City shall send a termination notice to the Rocky's Lease lessee promptly after the Execution Date in accordance with the terms of such lease. A copy of the notice of termination shall be provided to the M.P.E.A. within five (5) days of the City's tendering of such notice. If Rocky's Lease lessee is still occupying the Leased Premises when the M.P.E.A. takes possession, then, the City shall assign said lease to the M.P.E.A., including the rights to revenues therefrom. Thereafter, the M.P.E.A. will assume all responsibilities with respect to such lease and shall diligently pursue its termination.

Article IV.

M.P.E.A. Headlands Subarea Development Obligations.

Section 4.1 Design Obligations.

Prior to the start of any construction work, the M.P.E.A. shall submit to the City plans, specifications and estimates ("P.S.&E") for the City Improvements and plans and specifications for the M.P.E.A. Improvements. The M.P.E.A. shall be responsible for completing all utility searches including coordination with the Board of Underground. The M.P.E.A. shall not design, install or construct the M.P.E.A.

Improvements to interfere with the City's access to the City utilities for maintenance purposes. The plans and specifications for the M.P.E.A. Improvements shall be in accordance with (Sub)Exhibit C and the requirements of the Planned Development and this Agreement. The Commissioner of the Department of Planning shall not be required to issue its Part 2 approval unless it obtains verification that the plans and specification for the M.P.E.A. Improvements do not interfere with the City's access to City utilities. As to the City Improvements, the P. S. & E. shall be subject to the reasonable approval of the Commissioner of the Department of Planning and Development, the Commissioner of the Department of Transportation, the Commissioner of the Department of Sewers and the Illinois Department of Transportation. ("I.D.O.T."). The obligations of this Section shall not be in lieu of any permit, approval or inspection required by Law.

Section 4.2 Construction Obligations.

The M.P.E.A. shall construct the M.P.E.A. Improvements set forth in (Sub)Exhibit C in accordance with the requirements of the Planned Development, this Agreement and in accordance with all applicable laws, statutes, ordinances, regulations, orders and decrees ("Law"). With respect to the landscaping, the work and materials shall be in accordance with standard practices of horticultural professionals and performed and installed in good and workmanlike manner. All work other than landscaping shall be performed in a good and workmanlike manner with both work and materials consistent with standards and practices commonly followed in the Chicago area.

The M.P.E.A. shall require a bond of its contractor in the amount of all materials and labor necessary for the completion of the M.P.E.A. Improvements in accordance with this Agreement. The M.P.E.A. shall obtain liability insurance naming the City as an additional insured covering the construction of the M.P.E.A. Improvements in forms and with limits and coverage as stated on (Sub)Exhibit E, which has been approved. The M.P.E.A.'s contract with the contractor shall provide that no liens shall be permitted to arise or be filed against the Leased Premises or the Headlands Subarea or any portion thereof. Upon completion of such work, the M.P.E.A. shall furnish the City with as-built drawings.

Section 4.3 Maintenance Obligations.

At all times, the M.P.E.A. shall maintain the M.P.E.A. Improvements in a good and safe condition suitable for a public park and in accordance with practices and standards of horticultural professionals and shall maintain the service drive to the Ogden Slip, the pedestrian walkways (other than the sidewalks attached to the curb of the roadways) and the bike paths and, subject to Sections 1.9 and 5.2, the service drives to the

Corps and G.S.A. Parcels located in the Headlands Subarea in a good and safe condition and in accordance with the practices and standards for similar improvements in the City of Chicago.

Section 4.4 Contracting Policy.

4.4.1

The M.P.E.A. acknowledges that it has adopted the following basic percentage requirements for affirmative action and for minority-owned and women-owned business enterprises:

Affirmative Action: As a percentage of total laborer hours:

Unskilled labor:	40% minority 10% women
Skilled labor:	25% minority 7% women

Minority-Owned and Women-Owned Business Enterprises: As a percentage of total annual dollar value of contracts awarded:

Minority-Owned Business Enterprises:	25%
Women-Owned Business Enterprises:	5%

For all contracts, subcontracts, and employment related to construction of the M.P.E.A. Improvements, the M.P.E.A. shall enforce these requirements and the other affirmative action and minority-owned and women-owned business enterprise policies and plans contained in: (a) the M.P.E.A. Affirmative Action Plan 1992; (b) M.P.E.A.'s "Special Conditions -- Utilization of Minority and Women Business Enterprises (Rev. April, 1992)"; (c) Schal Associates' "Navy Pier Reconstruction Project Affirmative Action Program"; (d) Schal Associates' "Navy Pier Redevelopment Project Contractors' Handbook"; and (e) Grant Agreement No. CA600-2-8016 between the National Park Service and the M.P.E.A.. In addition, M.P.E.A. shall comply with Ill. Rev. Stat. Ch. 85, Par. 1243.1 and all other applicable Law. Such enforcement and compliance shall include, but not be limited to, including these policies and plans as terms and conditions of any contract with any contractor for the M.P.E.A. Improvements.

4.4.2

The M.P.E.A. shall comply and shall require all contractors and subcontractors for the M.P.E.A. Improvements to comply with all applicable Law including the Chicago Human Rights Ordinance, Municipal Code of Chicago, Ch. 2-160.

4.4.3

Neither the M.P.E.A. nor any of its contractors shall enter into any contract in which any official, officer, employee or agent of the City shall have a personal interest, direct or indirect. At least three (3) days before it shall enter into any contract for the construction of the M.P.E.A. Improvements or before its contractors or subcontractors shall enter into any subcontract for the construction of the M.P.E.A. Improvements, the M.P.E.A. shall provide the City, for informational purposes only, with such disclosure of ownership and economic interest as it requires of contractors and subcontractors. The City shall have no right of review or approval of contracts based on such disclosure.

4.4.4

The M.P.E.A. shall require all contractors and subcontractors for the construction of the M.P.E.A. Improvements to execute the Anti-Bribery/Anti-Collusion/State Tax Delinquency Certification in the form attached and incorporated as (Sub)Exhibit F.

Section 4.5 Administration.

Except for work to be performed by M.P.E.A. forces, the M.P.E.A. shall award and administer all contracts for the construction of the M.P.E.A. Improvements in accordance with this Agreement and shall provide the City with copies of such contracts within three (3) days of execution or amendment.

Article V.

City Headlands Subarea Development Obligations.

Section 5.1 Construction Obligations.

The City shall construct or cause to be constructed the City

Improvements set forth in (Sub)Exhibit B in accordance with the P.S.&E. approved pursuant to Section 4.1 and with this Agreement, in good and workmanlike manner consistent with standards and practices commonly followed in the City of Chicago and in accordance with Law. The City shall cause the installation of street lighting pursuant to the approved P.S.&E., and the M.P.E.A. shall reimburse the City for those costs above the cost approved by I.D.O.T. pursuant to Section 7.2.

The City shall require a bond of its contractor in the amount of all materials and labor necessary for the completion of the City Improvements in accordance with this Agreement. The City shall obtain liability insurance naming the M.P.E.A. as an additional insured covering the construction of the City improvements in forms and with limits and coverage generally required for work of this kind on City property. The City's contract with the contractor shall provide that no liens shall be permitted to arise or be filed against the Leased Premises or the Headlands Subarea or any portion thereof. The City shall make all reasonable efforts to direct and order utility and public service providers to perform work necessary for the construction of the City Improvements and M.P.E.A. Improvements at the providers' cost. In the event such costs are not assumed by the providers, they shall be paid for in accordance with Section 7.3.

Section 5.2 Maintenance Obligations.

At all times, the City shall maintain the Headlands Roadway System and the stairs and bike ramp located above grade and attached to Lake Shore Drive located in the Headlands Subarea in a good and safe condition in accordance with practices and standards for similar improvements in the City of Chicago. The City shall also maintain City-owned utilities located in the Headlands Subarea and which serve the Navy Pier Subarea in accordance with City maintenance standards. The City shall use reasonable efforts to require the C.T.A. to undertake the maintenance obligations with respect to the C.T.A. Facility and C.T.A. Property.

Section 5.3 Administration.

Except for work to be performed by City forces, the City agrees to prepare, award and administer all contracts for construction of the City Improvements as provided in Section 5.1 and will provide the M.P.E.A. with copies of such contracts within three (3) days of execution or amendment.

Article VI.

Other Design And Construction Obligations.

Section 6.1 Permit Obligations.

6.1.1

The M.P.E.A. agrees to obtain all necessary federal, state and local government inspections, approvals and permits required by law for the M.P.E.A. Improvements.

6.1.2

The City agrees to obtain all necessary federal, state and local government inspections, approvals and permits required by law for the City Improvements. Promptly after the Execution Date, the City shall take reasonable action to obtain a modification, if necessary, of the City's permit issued under Section 10 of the River and Harbor Act, 33 U.S.C. 403, related to the Headlands Subarea fill.

6.1.3

The City agrees that it shall cause its employees and agents to take reasonable action to expedite (within existing Law) applications for any permits, licenses and approvals for which the M.P.E.A. is responsible hereunder and for which the City, a department, division or other unit thereof is the granting or approving party.

6.1.4

The M.P.E.A. agrees to cooperate with and assist the City with respect to any permits, licenses and approvals for which the City is responsible hereunder.

Section 6.2 Joint Work Plan.

Within a reasonable and practicable time after the Execution Date, the City and the M.P.E.A. shall execute a joint work plan mutually agreeable to both parties. The joint work plan shall address issues relating to scheduling, phasing, contractor coordination, staging, street closing, utility searches, monitoring of work and costs, notices of completion of

phases of the work, acceptance of work and other related matters. Upon approval by both the City and the M.P.E.A., the joint work plan shall be binding upon the parties and incorporated herein.

Section 6.3 Damage To Property.

With respect to its construction obligations, if the City or its contractors damage any of the M.P.E.A. Improvements, the City shall promptly repair or cause to be repaired such damage at its sole cost and expense to the extent not caused by the M.P.E.A.. With respect to its construction obligations, if the M.P.E.A. or its contractors damage any of the City Improvements, the M.P.E.A. shall promptly repair or cause to be repaired such damage at its sole cost and expense to the extent not caused by the City.

Article VII.

Obligations Subject To Funding.

Section 7.1 M.P.E.A. Obligations.

The M.P.E.A.'s obligation to design and construct the M.P.E.A. Improvements (but excluding its obligations under Sections 8.1 and 8.2 and its obligation to design the City Improvements), shall be subject to the availability and receipt of and limited in amount to the National Park Service grant of 3.592 Million Dollars ($3,592,000). The City and the M.P.E.A. agree to take all reasonable actions necessary to ensure the continued availability of all or the remaining grant funds.

Section 7.2 City Obligations.

The City's obligations to construct the City Improvements shall be subject to the availability and receipt of and limited in amount to I.D.O.T.'s assignment of grant funds made available under the Federal Intermodal Surface Transportation Enhancement Act of 1991 in the approximate amount of 4.5 Million Dollars ($4,500,000). The City and the M.P.E.A. agree to take all reasonable actions necessary to ensure the continued availability of all or the remaining grant funds.

Section 7.3 Shortfalls In Funding.

7.3.1

The M.P.E.A. shall promptly notify the City at any time if information in its possession reasonably indicates that a shortfall exists or will exist with respect to the funding for the M.P.E.A. Improvements. Upon such notice and also at a time prior to the expenditure of more than 75% of the funds from the National Park Service grant, the M.P.E.A. shall meet with the City and provide the City with reasonably sufficient information so that the parties can determine whether a shortfall in such funding for the M.P.E.A. Improvements exists. Such information shall include the amount of work completed and remaining to be completed, the amount of funds remaining and forecast of the costs involved for completing the work.

7.3.2

If the parties' available funding is insufficient to satisfy their respective obligations described in Sections 7.1 and 7.2 hereof, then the City and the M.P.E.A. agree to cooperate in obtaining additional federal, state, or private funding or assistance.

7.3.3

If the parties are unsuccessful in obtaining additional funding or assistance, the M.P.E.A. and the City shall use their best efforts to modify the design of the City Improvements and M.P.E.A. Improvements to enable construction and completion of such improvements within available funding while maintaining the same high quality and achieving the same objectives as reflected in the Planned Development.

Section 7.4 No Restrictions On Additional Funding.

Nothing contained herein shall be construed as prohibiting the M.P.E.A. or the City from applying for or receiving grants or other funds from other governmental agencies for reimbursement of these costs in whole or in part.

Article VIII.

Environmental Compliance/Structural Integrity.

Section 8.1 Environmental Assessment And Remediation.

8.1.1

With respect to the Headlands Subarea, each Party shall, subject to the attorney-client and attorney work product privilege, make available for inspection by the other party, at any time, on request, any and all documents and materials which it prepares, delivers, receives or causes to be prepared, delivered or received pursuant to any Law regarding public health or safety or the environment ("Environmental Law"), including any application, permit, notice or report concerning any release or threatened release into the environment of any material or substance regulated by Law including asbestos and asbestos-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, oil or petroleum products, flammable or explosive materials, pesticides, rodenticides, insecticides, hazardous or toxic wastes, substances or materials, "Special Wastes" as defined in Ill. Rev. Stat., Ch. 111½, Par. 1003.45, or any similar chemicals, pollutants or contaminants ("Regulated Substance"). In the event of a release of any Regulated Substance or a claim, demand, action, notice, cause of action, complaint, enforcement action, citation or legal or administrative proceeding against a party with respect to the Headlands Subarea pursuant to any applicable Environmental Law ("Claim"), each party shall notify the other party in writing promptly upon such release or receipt of such Claim and shall provide copies of such Claim and any related documents.

8.1.2

Within ten (10) days after the Execution Date, each party shall furnish the other party with copies of any and all reports, memoranda, studies and investigations in its possession with respect to environmental conditions on the Headlands Subarea, including the Phase I assessment previously performed on the M.P.E.A.'s behalf relating to the condition of the Headlands Subarea. Upon receipt of such materials from the City, the M.P.E.A. shall cause a qualified contractor to conduct a full and complete Phase II assessment relating to the condition of the Headlands Subarea consistent with the results of its Phase I assessment referenced above. The M.P.E.A. shall promptly furnish the City the results of the Phase II assessment relating to the condition of the Headlands Subarea, including copies of any written

report or documentation. To the extent that remediation is required under applicable Environmental Law, the M.P.E.A. shall cause such remediation to be undertaken in accordance with applicable Law and the standards set forth in Section 4.2. Such remediation shall extend to the Corps Parcel and the G.S.A. Parcel when and if such Parcels become part of the Leased Premises. Prior to undertaking any remediation, the M.P.E.A. shall submit for review and comment to the City a plan for the proposed remediation and the identity of the contractor, if any, which the M.P.E.A. proposes to employ in connection with such remediation. The City shall perform its review and give its comments promptly.

8.1.3

Neither the City nor the M.P.E.A. represents or warrants that there are no Regulated Substances on, in, under or adjacent to the Headlands Subarea.

Section 8.2 Structural Assessment And Repairs.

Within ten (10) days after the Execution Date, the City shall furnish the M.P.E.A. with copies of all reports, memorandum, studies and investigations in its possession with respect to the structural integrity of the Headlands Subarea. Thereafter, the M.P.E.A. shall conduct or cause a qualified contractor to conduct an assessment of the structural integrity of the Headlands Subarea. The M.P.E.A. shall promptly furnish the City with results of any such structural assessment, including copies of any written report. To the extent that such structural assessment indicates that repairs are reasonably necessary to ensure the structural integrity of said Headlands Subarea sufficient for construction and use as contemplated by this Agreement of the City Improvements and M.P.E.A. Improvements thereon, the M.P.E.A. shall undertake or cause a qualified contractor to undertake such repairs.

Article IX.

Lake Point Tower Alternate Access.

Section 9.1 M.P.E.A. Obligation.

The M.P.E.A. agrees to fund the design and construction of a new vehicular entrance to the Lakepoint Tower Garage from Illinois Street; provided however, that the M.P.E.A.'s contribution shall not exceed a reasonable amount. The M.P.E.A. shall use its best efforts to reach an agreement with the owner of the Garage as to the extent of the M.P.E.A.'s

financial assistance for the design and construction of said Garage entrance within 6 months of the Execution Date. The M.P.E.A. shall inform the City fully as to the status, progress and substance of the negotiations and agreement, and the M.P.E.A. agrees to permit the City to attend the negotiations between M.P.E.A. and the Garage owner.

Section 9.2 No Third Party Beneficiaries.

Nothing herein shall be construed as creating third party beneficiaries to the M.P.E.A.'s covenant set forth in Section 9.1.

Article X.

Circulator.

Section 10.1 Circulator Concept.

The City is currently developing plans to design and construct a downtown circulation and distribution system, called the Chicago Central Area Circulator (the "Circulator"), to operate in reserved lanes on downtown streets and on grade-separated right-of-ways along the north bank of the Chicago River. Preliminary plans indicate that this light rail or expanded bus system may serve the Navy Pier and Headlands Subareas.

Section 10.2 M.P.E.A.'s Involvement.

10.2.1

The M.P.E.A. represents that the design for the Headlands Roadway System as reflected in the Planned Development has, to the extent reasonably possible, accommodated the Circulator as currently conceived.

10.2.2

The M.P.E.A. shall not be responsible for the design, construction, maintenance or funding of any Circulator track, station or facilities.

10.2.3

The M.P.E.A. shall have the right to give comment with respect to

the location of the Circulator track, station or facilities, if any, on the Headlands Subarea.

Article XI.

Miscellaneous Provisions.

Section 11.1 Compliance With Laws.

The City and the M.P.E.A. shall comply with all applicable federal, state, City, local and other governmental law (including the Municipal Code of Chicago) with respect to their obligations under this Agreement.

Section 11.2 Indemnification.

11.2.1

The M.P.E.A. agrees to defend, indemnify and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs and expert fees) arising by reason of injury or death of any person or damage to property arising out of or incident to the M.P.E.A.'s performance or non-performance of this Agreement or the enforcement thereof, including the enforcement of this subsection, or the acts or omissions, of M.P.E.A.'s officers, agents, employees, contractors, subcontractors or licensees, except to the extent caused by the negligence of the City, its agents and employees. Upon notice from the City of any claim or liability which the City believes to be covered hereunder, the M.P.E.A. shall timely appear and defend all suits brought upon such claims and lawsuits and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the M.P.E.A. of any of its obligations hereunder. The M.P.E.A.'s obligation to indemnify the City shall not be limited by the provisions of Section 7.1.

11.2.2

The City agrees to defend, indemnify and hold the M.P.E.A., its officers, officials, agents and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or

demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys' fees, court costs and expert fees) arising by reason of injury or death of any person or damage to property arising out of or incident to the City's performance or non-performance of this Agreement or the enforcement thereof, including the enforcement of this subsection, or the acts or omissions of the City's officers, agents, employees, contractors, subcontractors or licensees, except to the extent caused by the negligence of the M.P.E.A., its agents and employees. Upon notice from the M.P.E.A. of any claim or liability which the M.P.E.A. believes to be covered hereunder, the City shall timely appear and defend all suits brought upon such claims and lawsuits and shall pay all costs and expenses incidental thereto, but the M.P.E.A. shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the City of any of its obligations hereunder. The City's obligation to indemnify the M.P.E.A. shall not be limited by the provisions of Section 7.2.

11.2.3

This Section shall survive expiration of this Agreement or the expiration of any obligation owing to any party under this Agreement.

Section 11.3 Authority To Enter Into Agreement.

11.3.1

This Agreement was authorized by ordinance approved by the M.P.E.A. Board on _____, 1992.

11.3.2

This Agreement was authorized by ordinance approved by the Chicago City Council on July 29, 1992.

Section 11.4 Notices.

All notices provided for herein shall be in writing and shall be deemed to be given to a party when a copy thereof, addressed to such party as provided herein, is delivered by personal delivery, or by certified or registered mail, return receipt requested, to the address of such party determined as provided herein. Addresses for the parties shall be as follows:

For The M.P.E.A.:

Metropolitan Pier and Exposition Authority
2301 South Lake Shore Drive
Chicago, Illinois 60616
Attention: Chief Executive Officer

With A Copy To:

Metropolitan Pier and Exposition Authority
2301 South Lake Shore Drive
Chicago, Illinois 60616
Attention: General Counsel

For The City:

Commissioner of Department of Planning
and Development
City Hall
Room 1000
121 North LaSalle Street
Chicago, Illinois 60602

Commissioner of Department of
Transportation
City Hall
Room 406
121 North LaSalle Street
Chicago, Illinois 60602

With A Copy To:

City of Chicago
Corporation Counsel
City Hall
Room 511
121 North LaSalle Street
Chicago, Illinois 60602

Section 11.5 Waiver.

11.5.1

No waiver of any right hereunder shall be effective unless such waiver is contained in writing or executed by the party waiving such right. No waiver of any right hereunder in any particular circumstance or with respect to any particular subject shall constitute a waiver of any such right in any subsequent circumstances or with respect to any other subject.

11.5.2

On the M.P.E.A.'s behalf, the Chief Executive Officer shall have the power to waive any provision of this Agreement.

Section 11.6 Amendments.

No amendment or modification of this Agreement shall be effective unless it is in writing and executed by both the M.P.E.A. and the City.

Section 11.7 Enforcement.

This Agreement is enforceable by all means available at law or in equity.

Section 11.8 Governing Laws.

The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois.

Section 11.9 Severability.

If any provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 11.10 Counterparts.

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

Section 11.11 Entire Agreement.

This Agreement shall constitute the entire Agreement between the parties and no other promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

Section 11.12 Headings.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions hereunder.

In Witness Whereof, The M.P.E.A. and the City have executed this Agreement as of the day and year set forth above.

Attest: Metropolitan Pier and Exposition Authority

By: _____

Attest: City of Chicago

By: _____

[(Sub)Exhibit "A" attached to this Intergovernmental Cooperation Agreement printed on page 19375 of this Journal.]

(Sub)Exhibits "B" through "F" attached to this Intergovernmental Cooperation Agreement read as follows:

(Sub)Exhibit "B".

The City Improvements shall include:

1) On the Leased Premises, the demolition, removal and excavation of all roadways to be abandoned; restoration of such sites to existing grade with fill suitable for planting and sod; the provision of erosion control at such sites; the construction of sewers and drainage; all pedestrian walkways (excluding the waterfront promenade) and bicycle paths (including stairs and ramps from Lake Shore Drive) all in accordance with the Planned Development.

2) On the Non-leased Premises, all Headlands Roadway System construction including, but not limited to, demolition, excavation, fill, pavement, drainage (with adequate capacity for park land), street-lighting to decorative lighting standards, traffic signals (including any required electronic message systems on Lake Shore Drive, exit ramp at Grand Avenue and Illinois Street west of Lake Shore Drive), and fire hydrants, all in accordance with the Planned Development.

3) The C.T.A. Facility and the service roads to the Ogden Slip, Corps Parcel and the G.S.A. Parcel all in accordance with the Planned Development.

4) The relocation of all fire hydrants.

(Sub)Exhibit "C".

The M.P.E.A. Improvements shall include:

Any and all work and materials other than the City Improvements required for the redevelopment of the Headlands Subarea in accordance with the Planned Development including the landscaping and park improvements as provided in the Planned Development.

Upon inclusion of either the Corps Parcel pursuant to Section 2.2, or the G.S.A. Parcel pursuant to Section 2.3, or portion thereof, as part of the Leased Premises, the M.P.E.A. Improvements shall include any and all

work and materials, other than the City Improvements, required for the redevelopment of such Parcel, or portion thereof, in accordance with Exhibit 35 of the Planned Development.

(Sub)Exhibit "D".

Chicago Title Insurance Company

Commitment For Title Insurance

Schedule B.

1. If extended coverage is requested, we should be furnished the following:

   A. A current ALTA/ACSM land title survey, certified to Chicago Title Insurance Company;

   B. A properly executed ALTA Statement;

   C. Utility letters from the municipality or county in question, local gas, electric and telephone companies and if applicable, the local cable television company and Western Union.

2. Note for information: The coverage afforded by this commitment and any policy issued pursuant hereto shall not commence prior to the date on which all charges properly billed by the company have been fully paid.

A. 3. This commitment is subject to the completion of our tax and special assessment searches.

B. 4. The recording of any deed or other instrument of conveyance of the land may be subject to real estate transfer taxes levied by the City of Chicago and is subject to:

(1) Prior approval by the Water Commissioner; and

(2) Either certification of exemption from the City building registration ordinance or attachment of either a certification of registration or a receipt from the Department of Buildings showing that the building has been registered by the purchaser. In the absence of such approval, the Recorder of Deeds or the Registrar of Titles is required by state law to refuse to record or register instruments of conveyance that are not in compliance with such tax requirements.

C. 5. Provision of Senate Bill No. 15, approved June 23, 1913, as follows:

Section 15: Any articially made, reclaimed or submerged lands of the State of Illinois which shall be acquired by any such city or village under the provisions of this act, shall be held, used and occupied only for a public purpose, and if any such city or village shall at any time grant, bargain and sell such artificially made, reclaimed or submerged lands or any part thereof, the same shall then revert to the State of Illinois.

D. 6. Terms, provisions, conditions and limitations of the ordinance of the City of Chicago designating Navy Pier as a Chicago landmark, copies of which were recorded October 17, 1978 as Document 24674442 and November 14, 1979 as Document 25241309.

E. 7. Right, title and interest of the United States of America in and to that part of Parcel 1 that is known as the "United States Government North Pier" which is located east of the Chicago Dock and Canal Company's Ship Basin and Canal, 592 feet south of the north line of East Illinois Street, extended east, measured at the east side of Parcel 1, and 597 feet south of said north line of East Illinois Street, extended east, measured along the east side of the Ship Basin and Canal.

F. 8. Note: It has been assumed for the purpose of this examination of title that the south line of the north half of Section 10 aforesaid is also the south line of what is known as the United States Government North Pier; and our caption as to Parcel 3 is based upon the further assumption that a proper survey will be

furnished establishing the location of the south line of the north half of Section 10 aforesaid.

G. 9. Rights of the United States of America, the State of Illinois, the City of Chicago and the Metropolitan Water Reclamation District of Greater Chicago in and to so much of the land as may be covered by the waters of the Chicago River, the Chicago Dock and Canal Company's Basin and Canal and the Michigan Canal Slip (Ogden Slip); also, in and to that part of the land bordering on said river, slip or basin for docking, navigation or other purposes.

H. 10. Encroachment of wall of buildings beneath North Lake Shore Drive (the outer drive) over the west line of Parcel 4 about 2 and one half feet; and encroachment of about 4 and one-half feet at the northwest corner of Parcel 4, the width of said encroachment extending approximately 2 feet in a southerly direction; and an encroachment of about 4.30 feet at a point of Parcel 4 which is about 36.56 feet north of the south line of Lot 7, the width of said encroachment being about 2 feet north to south, all as more fully shown on the plat of survey dated October 13, 1972, Order No. 72209-046, Book 1320, Page 38, by Emmet Kennedy and Co..

I. 11. Provisions contained in the agreement by and between the Commissioners of Lincoln Park and the Executors and Trustees under the last will and testament of William B. Ogden, deceased, dated June 22, 1891 and recorded January 27, 1892 as Document 1603249 as follows: That no mooring of vessels to the sea wall for business purposes shall ever be allowed nor shall any docks or piers be built east of said boulevard or driveway and that if any lands are formed by accretions or otherwise east of said boulevard or driveway, they shall never be used for the erection of buildings thereon nor for any purposes but those of a public park.

(Affects Parcel 6)

J. 12. Covenants and restrictions contained in the Quitclaim Deed from the Executors and Trustees under the last will and testament of William B. Ogden, deceased, to the Commissioners of Lincoln Park, dated June 22, 1891 and recorded November 12, 1896 as Document 2462971 as follows: This conveyance is upon the condition that when the above boulevard or driveway shall be built and fully completed, second party shall accept and maintain the same as a part of Lincoln Park and upon the further condition that the premises herein designated for the purposes of a boulevard or driveway shall be forever used solely

for the purposes of such boulevard or driveway for the benefit and use of the public under the management and direction of the aforesaid commissioners and for no other purpose whatever, except for such boat houses for small boats as second party may approve of; and upon further condition that the riparian rights herein granted and conveyed to second party shall never be used otherwise than for park purposes and that the lands which may be formed by accretions or otherwise continuous and belonging to the shore of said lake thus formed and made by said boulevard or driveway shall never be used for the erection of buildings thereon or for any purposes but those of a public park.

K. 13. Right, title and interest of the State of Illinois in trust for the people in and to Parcel 6.

L. 14. Rights of the State of Illinois, the City of Chicago and the public in and to that part of the land taken or used for Ohio Street, Grand Avenue, Illinois Street, Streeter Drive or for any other streets or roads.

M. 15. Rights of the Metropolitan Water Reclamation District of Greater Chicago in and to a perpetual easement, right and authority to construct, reconstruct, repair, maintain and operate an intercepting sewer drain and outlet with appurtenances thereto upon, under and through Grand Avenue, as disclosed by instrument recorded July 2, 1975 as Document 23137161.

N. 16. Grant of easement for construction, maintenance, operation, repair and replacement of a roadway structure and related appurtenances upon, under and across certain portions of Parcel 4 as set forth in said grant and as shown on "Exhibit A" attached thereto, made by the Public Building Commission of Chicago and the City of Chicago to the people of the State of Illinois, Department of Transportation, recorded March 16, 1983 as Documents No. 26533318, 26533319, 26533320 and 26533321.

O. 17. Information should be furnished establishing the present value of the land and improvements thereon. If such value is greater than the amount of insurance requested, the application should be amended to request an amount equivalent to the full value of the property, and, in default thereof, the right is reserved to insert in the owner's policy the company's usual coinsurance endorsement (Policy Modification Endorsement 3).

(Sub)Exhibit "E".

_____

_____

_____

_____

(Sub)Exhibit "F".

Specification: _____

Certification.

The undersigned _____, as _____
(Name) (Title)
and on behalf of_____ having been duly sworn
*("Contractor")
under oath certifies that:

_____

* Each Joint Venture Partner must submit a completed Certification Affidavit.

Section I.

Contractor Certification.

A. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity[1] 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 entity[1], 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 entity[1] during a period of three 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-rigging [3] 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-rigging [3] 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-rotating [4] 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-rotating [4].

D. The Contractor 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. 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 entity[1], or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section IA (1) or (2) of this certification, (b) bid-rigging[3], bid-rotating[4], 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 entity[1] or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity[1] 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-rigging[3], bid-rotating[4] 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 Chapter 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. 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)

( ) 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: _____

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* Before signing, mark and initial the appropriate box in Section III.

( ) 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, 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 specification 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 to before me this ____ day of _____, 19__
by _____ (Name) as _____ (Title)
of _____ (Contractor).

_____
Notary Public Signature

Commission expires: _____

Notes 1 -- 5.

1. In accordance with Chapter 2-92-320 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 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) 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, §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.

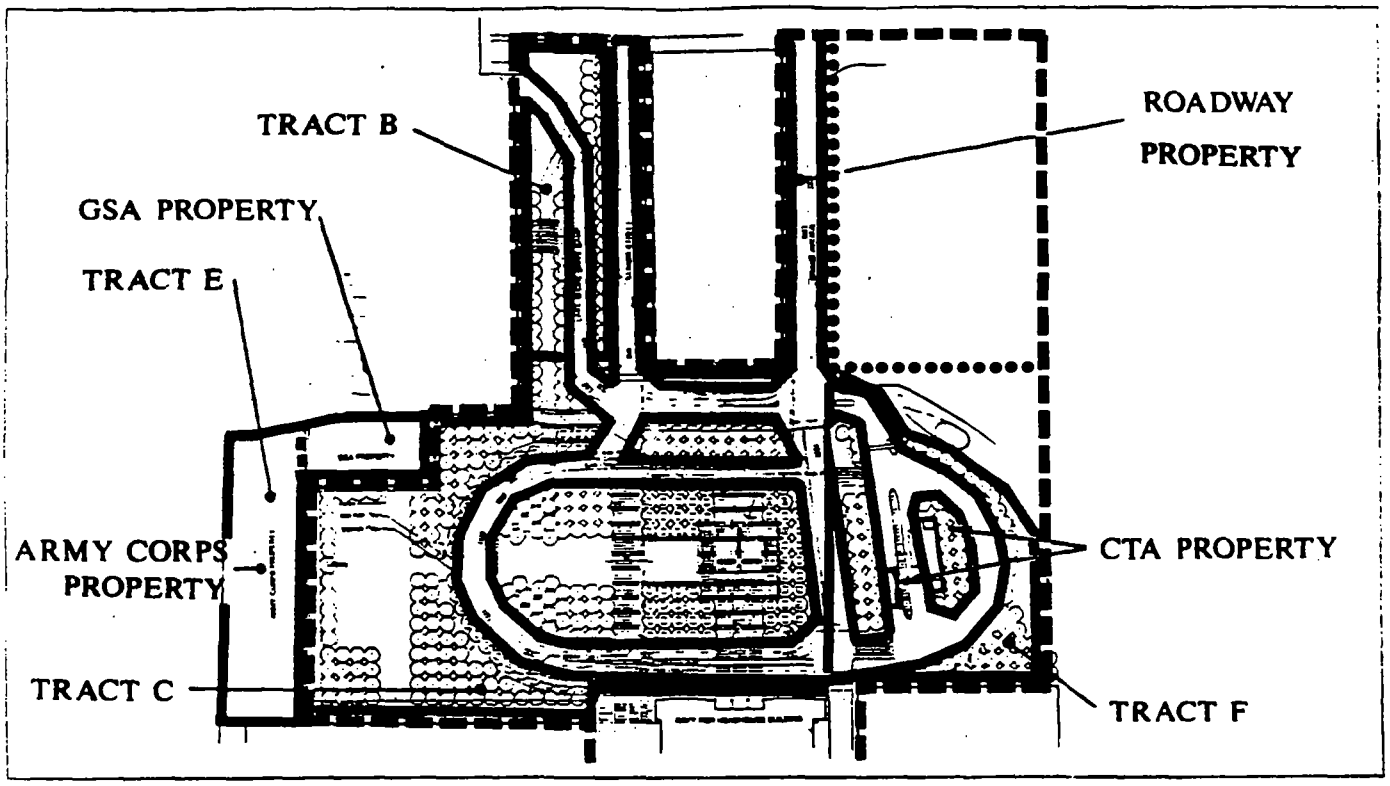
AMENDMENT OF TITLE 2, CHAPTER 32, SECTION 520 OF MUNICIPAL CODE OF CHICAGO BY PERMITTING CITY TO INVEST PUBLIC FUNDS IN CERTAIN BANK CERTIFICATES OF DEPOSIT.

The Committee on Finance submitted the following report:

(Continued on page 19379)

EXHIBIT A

PARCEL MAP



LEGEND

NORTH

- SITE BOUNDARY
- NAVY PIER PARK SUBAREA
- ROADWAY PROPERTY BOUNDARY
- SUBAREA BOUNDARY
- CTA PROPERTY BOUNDARY

APPLICANT: METROPOLITAN PIER AND EXPOSITION AUTHORITY
ADDRESS: 600 EAST GRAND AVENUE
CHICAGO, ILLINOIS 60611
SUBMISSION DATE: MARCH 25, 1992
REVISED DATE: JUNE 23, 1992

(Continued from page 19377)

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapter 2-32 of the Municipal Code of the City of Chicago concerning the investment of City funds, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 pursuant to the 1970 Illinois Constitution, Article VII, Section 6(a); and

WHEREAS, Chapter 2-32 of the Municipal Code of Chicago addresses the classes of investment securities in which the Comptroller and Treasurer of the City may invest the funds of the City and types of collateral which shall be used to secure such investments; and

WHEREAS, The City Council hereby finds that the efficient investment of public funds requires expanded investment opportunities; and

WHEREAS, The City Council hereby finds that greater investment opportunities may be available to the City while at the same time protecting the security of the City's investments by expanding the types of eligible collateral for certain permitted investments of public funds; 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. Chapter 2-32, Section 2-32-520 of the Municipal Code of Chicago is hereby amended by deleting Section 2-32-520(f) and inserting a new Section 2-32-520(f), as follows:

(f) Certificates of deposit of national banks which are either fully collateralized at least 110 percent by marketable U.S. government securities marked to market at least monthly or secured by a corporate surety bond issued by an insurance company licensed to do business in Illinois and having a claims-paying rating in the top rating category as rated by a nationally recognized statistical rating organization and maintaining such rating during the term of such investment.

SECTION 3. This ordinance shall be effective from and after its passage.

AMENDMENT OF ORDINANCE AUTHORIZING ISSUANCE OF WATER REVENUE BONDS, REFUNDING SERIES OF 1992.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of Water Revenue Bonds, Refunding Series 1992, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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. Ordinance 092325, adopted by the City Council March 25, 1992, is amended as follows:

(a) Definitions (3), (4), (6), (28) and (29) are amended to read as follows:

(3) "Bond Debt Service Reserve Account" means the separate account of that name in the Water Fund established as provided in Section 404 of this Ordinance and each Subaccount of that Account.

(4) "Bond Debt Service Reserve Account Credit Instrument" means a non-cancellable insurance policy, a non-cancellable surety bond or an irrevocable letter of credit which may be delivered to the City in lieu of or in partial substitution for cash or securities required to be on deposit in a Subaccount of the Bond Debt Service Reserve Account. In the case of an insurance policy or surety bond, the company providing the insurance policy or surety bond shall be an insurer which, at the time of issuance of the insurance policy or surety bond, has been assigned a credit rating which is within one of the two highest ratings accorded insurers by both Moody's and S. & P.. Letters of credit shall be issued by a banking institution which has, or the parent of which has, or the holding corporation of which it is the principal bank has, at the time of issuance of the letter of credit, a credit rating on its long-term unsecured debt within one of the two highest rating categories from both Moody's and S. & P.. The insurance policy, surety bond or letter of credit shall grant to the City the right to receive payment for the purposes of which the Subaccount in the Bond Debt Service Reserve Account may be used or for deposit in that Account and shall be irrevocable during its term.

(6) "Bond Debt Service Reserve Requirement" means, with respect to the Series 1992 Bonds, as of any date of computation, an amount equal to the lesser of (i) the highest future Bond Debt Service Requirement of all Series 1992 Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls; (ii) 10% of the original principal amount of the Series 1992 Bonds (less any original issue discount); or (iii) 125% of average annual Bond Debt Service Requirement on the Series 1992 Bonds; and, with respect to any series of Parity Bonds, as of any date of computation, such amounts as shall be established by the ordinance authorizing that series of Parity Bonds, not to exceed the lesser of (i) the highest future Bond Debt Service Requirement of that series of Parity Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls; (ii) 10% of the original principal amount of that series of Parity Bonds (less any original issue discount); or (iii) 125% of the average annual Bond Debt Service Requirement for that series of Parity Bonds. Any Bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be treated for purposes of this definition as being due on the dates they are required to be redeemed and not on their stated maturity dates.

(28) "Net Revenues" means that portion of the Gross Revenues remaining in any period after providing sufficient funds for Operation and Maintenance Costs.

(29) "Net Revenues Available For Bonds" means that portion of the Net Revenues remaining in any period after providing sufficient funds for all required deposits in the period to the Senior Lien Accounts, minus any amounts deposited during that period in the Water Rate Stabilization Account as provided in Section 404(d) of this Ordinance (other than amounts transferred to that Account from the existing Debt Service Reserve Account upon the issuance of the Series 1992 Bonds or from amounts received upon the issuance of any Parity Bonds) and plus the amounts withdrawn during that period from that Account.

(b) Section 401 is amended to read as follows:

Section 401. Revenue Obligations.

The Series 1992 Bonds shall have a claim for payment together with any Parity Bonds solely from the Net Revenues Available for Bonds, the Construction Accounts and the Accounts of the Water Fund established as provided in Section 404 of this Ordinance, but with a claim with respect to the Bond Debt Service Reserve Account only to the Series 1992 Bonds Subaccount in that Account. The Series 1992 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness and each Series 1992 Bond shall contain a statement to that effect. The claim for payment of the Bonds from accounts of the Water Fund and from Net Revenues Available for Bonds shall be junior to the claim of the Senior Lien Bonds.

(c) Section 402 is amended to read as follows:

Section 402. Water Fund.

There has been created and there exists a separate fund of the City with the Treasurer designated the Water Fund into which the Gross Revenues of the Water System are and shall be deposited as collected. The Water Fund shall continue as a separate fund of the City. The Water Fund shall constitute a trust fund and has been and is irrevocably pledged to the owners of the Senior Lien Bonds and the Bonds from time to time outstanding for the sole purpose of carrying out the covenants, terms and conditions of the ordinance authorizing the Senior Lien Bonds, this Ordinance and the ordinances authorizing the issuance of Parity Bonds. The Water Fund shall be used only (as provided in this Ordinance, ordinances authorizing Parity Bonds and the ordinance authorizing the Senior Lien Bonds) for (a) paying Operation and Maintenance Costs, (b) paying the principal of, redemption premium, if any, and interest on Senior Lien Bonds and all Bonds (or purchasing Senior Lien Bonds or Bonds), and (c) establishing and maintaining (for the purposes specified in those ordinances) the

Construction Accounts and the Accounts in the Water Fund described in Sections 403 and 404 of this Ordinance and all other reserve funds or accounts which are required to be established and maintained in the ordinances authorizing the issuance of the Senior Lien Bonds and the Bonds; provided that any funds available after these requirements have been satisfied or which are not necessary to satisfy these requirements may be used for any lawful purpose of the Water System. A lien on and security interest in the Net Revenues Available for Bonds and the various Accounts of the Water Fund established as provided in Section 404 of this Ordinance and in the Construction Accounts is granted to the owners of the Bonds Outstanding from time to time, subject to amounts in the various Accounts being deposited, credited and expended as provided in this Ordinance, and with amounts in various Subaccounts of the Bond Debt Service Reserve Account securing only the series of Bonds to which the Subaccounts relate. Amounts in the Series 1992 Bonds Subaccount of the Bond Debt Service Reserve Account shall secure only the Series 1992 Bonds. This pledge and grant of a lien and security interest is effective immediately upon the issuance of the Series 1992 Bonds without the requirement of any further act or filing and is superior to the claims of any other person whether or not they have notice of this pledge or grant, except that the pledge of and grant of a lien on and security interest on Net Revenue Available for Bonds and the various Accounts is junior to the claim of the Senior Lien Bonds. Nothing in this Ordinance shall prevent the City from commingling money in the Water Fund (except the Senior Lien Accounts (other than the Rehabilitation and Improvement Reserve Account), the Accounts to which reference is made in paragraphs (a) through (c) of Section 404 and the Construction Accounts) with other money, funds, and accounts of the City. Any advance by the City to the Water Fund from other funds of the City shall have a claim for reimbursement only from amounts in the Water Fund not required for deposit in the Senior Lien Accounts or the various Accounts specified in paragraphs (a) through (d) of Section 404 of this Ordinance.

(d) Section 403 is amended to read as follows:

Section 403. Water Fund Accounts.

There have been created and there exist separate Senior Lien Accounts in the Water Fund designated the "Matured Water Bond and Interest Account", the "Debt Service Reserve Account", the "Rehabilitation and Improvement Reserve Account" and the "Rebate Account". So long as any Senior Lien Bonds shall remain Outstanding, the Net Revenues shall first be applied in each period to make all required deposits in the Senior Lien Accounts.

(e) Section 404 is amended to read as follows:

Section 404. Application Of Net Revenues Available For Bonds.

There are established in the Water Fund, the following separate accounts: the Bond Principal and Interest Account, the Bond Debt Service Reserve Account and its various Subaccounts, the Water Rate Stabilization Account and the Rebate Accounts for each series of Bonds. The Net Revenues Available for Bonds shall be transferred, without any further official action or direction, to the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, the Rebate Accounts and the Water Rate Stabilization Account in the order in which those accounts are listed below, for use in accordance with the provisions of paragraphs (a), (b), (c) and (d) of this Section 404.

(a) Bond Principal and Interest Account. Not later than ten (10) days prior to each principal or interest payment date for the Bonds, there shall be transferred to the Bond Principal and Interest Account sufficient funds, (together, with respect to the first interest payment date on Series 1992 Bonds, with accrued interest received upon delivery of the Series 1992 Bonds) to pay the amount of the principal, redemption premium, if any, and interest becoming due, whether upon maturity, redemption or otherwise, on such payment date on all Outstanding Bonds.

Funds in the Bond Principal and Interest Account shall be used only for the purpose of paying principal of, redemption premium, if any, and interest on Outstanding Bonds as the same become due.

(b) Bond Debt Service Reserve Account.

(i) There is established in the Bond Debt Service Reserve Account with respect to the Series 1992 Bonds a separate and segregated Series 1992 Bonds Subaccount. There may be established by any ordinances authorizing the issuance of any series of Parity Bonds one or more other Subaccounts in the Bond Debt Service Reserve Account with respect to one or more series of Parity Bonds.

(ii) At the time of the delivery of the Series 1992 Bonds, sufficient funds from the proceeds of sale of the Series 1992 Bonds shall be transferred to the Series 1992 Bonds Subaccount of the Bond Debt Service Reserve Account, together with a Bond Debt Service Reserve Account Credit Instrument purchased as provided in this Ordinance, to establish a balance in that Subaccount at least equal to the Bond Debt Service Reserve Requirement with respect to the

Series 1992 Bonds. Amounts in the Series 1992 Bonds Subaccount of the Bond Debt Service Reserve Account shall be deposited in a separate account in a bank or banks designated by the Treasurer pursuant to a depository agreement. Whenever the balance in the various Subaccounts of the Bond Debt Service Reserve Account is less than the Bond Debt Service Reserve Requirement for the various series of Bonds, except as permitted pursuant to Section 601(c) of this Ordinance, there shall be transferred to the Bond Debt Service Reserve Account within the next 12 months sufficient funds to maintain balances in the various such Subaccounts of the Bond Debt Service Reserve Account at least equal to the Bond Debt Service Reserve Requirement for the various series of Bonds.

Funds in any Subaccount of the Bond Debt Service Reserve Account and any Bond Debt Service Reserve Account Credit Instruments in that Subaccount shall be used to pay principal of, redemption premium, if any, and interest on the Bonds of the series to which the Subaccount relates as the same become due at any time when there are insufficient funds available for such purpose in the Bond Principal and Interest Account (after any available amounts in the Water Rate Stabilization Account have first been applied to that purpose). The Bond Debt Service Reserve Account Credit Instrument to be acquired by the City with respect to the Series 1992 Bonds pursuant to Section 302 of this ordinance at all times shall secure only the Series 1992 Bonds and shall not be used in any manner to satisfy the Bond Debt Service Reserve Requirement for any Parity Bonds nor shall it be used to pay principal of, redemption premium, if any, or interest on any Parity Bonds. The Bond Debt Service Reserve Account Credit Instrument for the Series 1992 Bonds shall not terminate prior to the date of the last maturity of any of the Series 1992 Bonds.

(iii) All or any part of the Bond Debt Service Reserve Requirement for any series of Bonds may be met by deposit with the City of one or more Bond Debt Service Reserve Account Credit Instruments. A Bond Debt Service Reserve Account Credit Instrument shall, for purposes of determining the value of the amounts on deposit in the Bond Debt Service Reserve Account and the Subaccount or Subaccounts to which it relates, be valued at the Bond Debt Service Reserve Account Credit Instrument Coverage for the Bond Debt Service Reserve Account Credit Instrument except as provided in the next sentence. If a Bond Debt Service Reserve Account Credit Instrument is to terminate (or is subject to termination) prior to the last principal payment date on any Outstanding Bond of the series of Bonds to which it relates, then the Bond Debt Service Reserve Account Credit Instrument Coverage of that Bond Debt Service Reserve Account Credit Instrument shall be reduced each year, beginning on the date which is four years prior to the first date on which the Bond Debt Service Reserve Account

Credit Instrument is to terminate (or is subject to termination), by twenty-five percent (25%) of the coverage in each of the years remaining prior to such date, provided that if by the terms of the Bond Debt Service Reserve Fund Credit Instrument and the terms of the related ordinance, the City has the right and duty to draw upon the Instrument prior to its termination for deposit in the related Subaccount of the Bond Debt Service Reserve Account (if and to the extent a substitute Bond Debt Service Reserve Account Credit Instrument is not deposited in that Subaccount of the Bond Debt Service Reserve Account) all or part of its Coverage, then the reduction shall be in an amount equal to the difference between (A) the Bond Debt Service Reserve Requirement for that series of Bonds and (B) the sum of the amounts on deposit in the related Subaccount of the Bond Debt Service Reserve Account and the amount which the City may draw under the instrument prior to its termination for deposit in the related Subaccount of the Bond Debt Service Reserve Account. Any amounts in any Subaccount of the Bond Debt Service Reserve Account which are not required to be transferred to the Bond Principal and Interest Account may, from time to time, be used to pay costs of acquiring a Bond Debt Service Reserve Account Credit Instrument for that Subaccount or to make payments due under a Reimbursement Agreement with respect to that Subaccount, but only if after such payment, the value of the Subaccount of the Bond Debt Service Reserve Account shall not be less than the Bond Debt Service Reserve Requirement for that series of Bonds. The City pledges and grants a lien on and security interest in the amounts on deposit in the Debt Service Reserve Account for the Senior Lien Bonds to the provider of the Debt Service Reserve Account Credit Instrument to secure the City's obligation to make payments under the Reimbursement Agreement for that instrument, provided that the pledge, lien and security interest shall be junior in priority to any claim for the benefit of the owners of the Senior Lien Bonds. The City also pledges and grants a lien on and security interest in the amounts on deposit in the Subaccounts of the Bond Debt Service Reserve Account to any Provider with respect to the particular Subaccount corresponding to such Provider's Bond Debt Service Reserve Account Credit Instrument, provided that the pledge, lien and security interest shall be junior to any claim for the benefit of the owners of Bonds of that series.

After the deposit of a Bond Debt Service Reserve Account Credit Instrument into any Subaccount of the Bond Debt Service Reserve Account and after the City has received notice of the value of the Subaccount of the Bond Debt Service Reserve Account after such deposit, the Comptroller may then direct the transfer from the Subaccount of the Bond Debt Service Reserve Account to any account of the Water Fund of any amounts in the Subaccount of the

Bond Debt Service Reserve Account in excess of the Bond Debt Service Reserve Requirement for that series of Bonds.

(c) Bond Rebate Accounts. There shall be transferred from the Water Fund from Net Revenues Available for Bonds and deposited to the credit of the various Rebate Accounts the amounts as shall be required to be held available for rebate to the United States of America with respect to each series of Bonds as required by Section 508 of this ordinance. Each such Rebate Account shall be deposited in a separate bank account in a bank or banks designated by the Treasurer pursuant to a depository agreement. The amount so to be held available shall be determined from time to time by the City pursuant to the ordinances authorizing the various series of Bonds.

Amounts in such Rebate Accounts shall be used at the direction of the City to make rebate payments to the United Sates of America. Amounts in such Rebate Accounts may be used to pay principal, redemption premium and interest on the Senior Lien Bonds and the Bonds as they become due, at any time when there are insufficient funds available for such purpose in the Senior Lien Accounts, Bond Principal and Interest Account, and the various Subaccounts of the Bond Debt Service Reserve Account and the Water Rate Stabilization Account.

(d) Water Rate Stabilization Account. Upon the issuance of the Series 1992 Bonds, all amounts in the existing Debt Service Reserve Account shall, after paying any cost of a reserve account credit instrument with respect to Senior Lien Bonds and a Bond Debt Service Reserve Account Credit Instrument sufficient to meet the Bond Debt Service Requirement for the Series 1992 Bonds which are to be paid from that Account, be deposited in the Water Rate Stabilization Account. In any year the City may withdraw any amounts from the Water Rate Stabilization Account and use those amounts for paying any expenses or obligations of the Water System, including, without limitation, any Operation and Maintenance Costs, deposits in the Senior Lien Accounts, deposits in the Bond Principal and Interest Account, deposits in the various Subaccounts of the Bond Debt Service Reserve Account, or any cost of repairs, replacements, renewals, improvements, equipment or extensions to the Water System. The Water Rate Stabilization Account shall be used to make all required deposits in the Senior Lien Accounts and the Bond Principal and Interest Account and the various Subaccounts of the Bond Debt Service Reserve Account when no other funds are available for that purpose. Any Net Revenues remaining in any period after providing sufficient funds for all required deposits in the period to the Senior Lien Accounts and not required for transfer to the Bond Principal and Interest Account, the various Subaccounts of the Bond Debt Service Reserve Account or any Rebate Account for Bonds may be transferred

to the Water Rate Stabilization Account at any time upon the direction of the Comptroller.

(e) Section 405 is amended to read as follows:

Section 405. Deficiencies, Excess.

In the event of a deficiency in any Fiscal Year in the Bond Principal and Interest Account, any Subaccount of the Bond Debt Service Reserve Account, or any Rebate Account for Bonds, the amount of such deficiency shall be included in the amount to be transferred from the Water Fund and deposited into such account during the next 12-month period or succeeding Fiscal Year, as required by this Ordinance.

Whenever the balance in any Subaccount of the Bond Debt Service Reserve Account or any Rebate Account for Bonds exceeds the amount required to be on deposit in that Account, such excess may be transferred to the Water Fund, provided that no such transfers shall be made when any debt service payments on outstanding obligations of the City that are payable by their terms from the revenues of the Water System are past due. Any funds which remain in the Water Fund at the end of any Fiscal Year shall be retained in the Water Fund and shall be available for appropriation for any proper purpose of the Water System.

(f) Section 406 is amended to read as follows:

Section 406. Investments.

Funds in the Accounts established as provided in Section 404 shall be invested in Permitted Investments. All amounts in the various Subaccounts of the Bond Debt Service Reserve Account and each Rebate Account for Bonds shall be invested in Permitted Investments which are held separate and distinct from those of any other Funds or Account. Investment shall be scheduled to mature before needed for the respective purposes of each of such accounts. All Investment Earnings on any such Accounts so invested as provided in this Section 406 shall be credited to the Water Fund and shall be considered Gross Revenues provided, however, that earnings on the investment of amounts on deposit in the Rebate Accounts shall not be Investment Earnings, shall not be considered Gross Revenues, and shall be retained in the respective Rebate Accounts except to the extent no longer required for rebate purposes.

For purposes of determining whether sufficient cash and investments are on deposit in such accounts under the terms and requirements of this Ordinance, investments shall be valued at cost or market price, whichever is lower, on or about December 31 in each year.

(g) Section 502 is amended to read as follows:

Section 502. Water Rates.

The City will establish, maintain and collect at all times fees, charges and rates for the use and service of the Water System sufficient at all times to (a) pay Operation and Maintenance Costs and (b) produce Net Revenues Available for Bonds sufficient to pay the principal (at maturity or pursuant to mandatory sinking fund redemption) of and interest on all Bonds Outstanding from time to time and to establish and maintain the Senior Lien Accounts, the Bond Principal and Interest Account and various Subaccounts of the Bond Debt Service Reserve Account as may be covenanted in ordinances authorizing the issuance of Bonds, which Net Revenues Available for Bonds shall each Fiscal Year at least equal 120% of the sum required to pay promptly when due the Bond Debt Service Requirement for the Fiscal Year on all Bonds then Outstanding. These fees, charges and rates shall not be reduced, while any Bonds are Outstanding, below the level necessary to ensure compliance with the covenants of this Section 502. While any Senior Lien Bonds are Outstanding, for purposes of the calculations of this Section, there shall be added to the Net Revenues Available for Bonds the amount paid in the Fiscal Year for principal (at maturity or pursuant to mandatory sinking fund redemption) and interest on the Senior Lien Bonds, and the Senior Lien Bonds shall be treated as Bonds for calculation of the Bond Debt Service Requirement.

The City will, prior to the end of each Fiscal Year, conduct a review to determine if it has been and will be in compliance with the rate covenant set forth above. Whenever the annual review indicates that projected Gross Revenues will not be sufficient to comply with the rate covenant, the City shall have prepared a rate study for the Water System identifying the rate changes necessary to comply with the rate covenant and the Office of Budget and Management of the City and Comptroller shall recommend appropriate action to the City Council to comply with this rate covenant. Copies of the rate study shall be provided to any owner of Bonds upon request.

(h) Section 601 is amended to read as follows:

Section 601. Parity Bonds.

As long as there are any Outstanding Series 1992 Bonds, no bonds, notes or other obligations of any kind which are payable from Net Revenues or any Accounts of the Water Fund with a claim senior to that of the Bonds shall be issued. As long as there are any Outstanding Series 1992 Bonds, no bonds, notes or other obligations of any kind

which are payable from Net Revenues Available for Bonds or any Accounts of the Water Fund on an equal and ratable basis with the Series 1992 Bonds shall be issued, except parity Bonds which may be issued for the purpose of paying the cost of repairs, replacements, renewals, improvements, equipment or extensions to the Water System, funding capitalized interest and reserve funds for Bonds or particular series of Bonds, funding working capital for the Water System, refunding Outstanding Senior Lien Bonds, Bonds or obligations payable from revenues of the Water System on a basis subordinate to the Bonds and issued for purposes for which Bonds may be issued or for paying Costs of Issuance, and then only upon compliance with the following conditions:

(a) If any Senior Lien Bonds are Outstanding, the funds then required to be transferred to the Senior Lien Accounts shall have been transferred in full up to the date of the delivery of such Parity Bonds;

(b) The funds required to be transferred to the Bond Principal and Interest Account and the various Subaccounts of the Bond Debt Service Reserve Account shall have been transferred in full up to the date of delivery of such Parity Bonds;

(c) The Ordinance authorizing the issuance of Parity Bonds shall require either (i) the transfer at the time of the delivery of such Parity Bonds of sufficient proceeds of such Parity Bonds or Net Revenues Available for Bonds, or the deposit of a Bond Debt Service Reserve Account Credit Instrument, or any combination of bond proceeds, Net Revenues Available for Bonds and Bond Debt Service Reserve Account Credit Instruments, to the various Subaccounts of the Bond Debt Service Reserve Account so that the balance in such Subaccounts is at least equal to the Bond Debt Service Reserve Requirement for each series of Bonds, or (ii) for the Subaccount for the series of Bonds then to be issued, equal monthly transfers to such Subaccount during a period not exceeding 60 months following the delivery of such Parity Bonds sufficient to cause the balance in the Subaccount to be an amount at least equal to the Bond Debt Service Reserve Requirement for that series of Bonds; and

(d) Net Revenues Available for Bonds for the last completed Fiscal Year prior to the issuance of the Parity Bonds (as shown by the audit of an independent certified public accountant), or Net Revenues Available for bonds for such last completed Fiscal Year, adjusted as described below, shall equal at least 120% of the maximum annual Bond Debt Service Requirement for Bonds which will be Outstanding Bonds following the issuance of the proposed Parity Bonds, computed on a pro forma basis assuming the issuance of the proposed Parity Bonds and the application of the proceeds of any Bonds as provided in the ordinance authorizing their issuance, sale and delivery. For

purposes of this Section, Net Revenues Available for Bonds shall be calculated as if any Refunded Bonds and any Senior Lien Bonds which have been refunded or which are to be refunded by the proposed Parity Bonds were Bonds (and thus for which there was no claim on the Senior Lien Accounts). Net Revenues Available for Bonds may be adjusted as follows for purposes of this paragraph (d):

(i) If there shall have been an increase in the rates of the Water System from the rates in effect for such last completed Fiscal Year, which increase is in effect at the time of the issuance of any such Parity Bonds, Net Revenues Available for Bonds may be adjusted to reflect the Net Revenues Available for Bonds for such last completed Fiscal Year as they would have been had the existing rates been in effect during all of that last completed Fiscal Year; and

(ii) Any such adjustment shall be evidenced by the certificate of an independent consulting engineer or an independent certified public accountant employed for that purpose, which certificate shall be filed with and approved by the City Council prior to the sale of the proposed Parity Bonds.

If during the first six months of a Fiscal Year, an audit of the Water System for the preceding Fiscal Year by an independent certified public accountant is not available, the conditions of paragraph (d) shall be deemed to have been satisfied if both (1) Net Revenues Available for Bonds for the second preceding Fiscal Year (as shown by the audit of an independent certified public accountant), adjusted as described in this paragraph (d), and (2) Net Revenues Available for Bonds for the preceding Fiscal Year (as estimated by the Comptroller and either estimated by an independent consulting engineer or certified by an independent certified public accountant based on a review the scope of which, as specified by such accountant, may be less complete than an audit), adjusted as described in this paragraph (d), shall equal at least 120% of the maximum Bond Debt Service Requirement for any Fiscal Year for Bonds which will be Outstanding following the issuance of the proposed Parity Bonds, computed on a pro forma basis assuming the issuance of the proposed Parity Bonds and the application of the proceeds of any Bonds as provided in the ordinance authorizing their issuance, sale and delivery.

(e) The City may issue Parity Bonds without complying with either of the tests in paragraph (d) of this Section 601:

(i) to pay, redeem or refund Bonds or Senior Lien Bonds if in the judgment of the City there will be no money available to make

payments of interest or principal of those Bonds or Senior Lien Bonds (at maturity or on sinking fund installment dates) as such amounts become due; and

(ii) to pay, redeem or refund any Bonds or Senior Lien Bonds if the total Bond Debt Service Requirement on all Bonds Outstanding after the issuance of the Parity Bonds and the payment, redemption or refunding of such Bonds or Senior Lien Bonds will not be in excess of the total Bond Debt Service Requirement on all Bonds Outstanding prior to the issuance of the Parity Bonds in each Fiscal Year in which there was to be any Bond Debt Service Requirement on those prior Outstanding Bonds (treating, for purposes of this clause (ii) Senior Lien Bonds to be Bonds).

(f) The third and fourth paragraphs of Exhibit "A" attached to Ordinance 092325 are amended to read as follows:

This Bond is one of a duly authorized issue of Bonds of the City designated "Water Revenue Bonds, Refunding Series 1992", issued in the aggregate original principal amount of $__,000,000 (the "Bonds") under and pursuant to the provisions of an ordinance duly adopted by the City Council of the City on _____, 1992, as amended (the "Bond Ordinance"). The Bonds are authorized for the purpose of providing funds (1) to refund outstanding water revenue bonds (2) to pay costs of issuance of the Bonds and costs of acquiring a reserve fund credit instrument, and (3) to provide for discount on the Bonds.

The Bonds are limited obligations of the City with a claim for payment solely from the net revenues derived from the operation of the City's Water System and various accounts of the City's Water Fund. Additional bonds may be issued on a parity with the Bonds as to the claim on net revenues. The Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness. Under the Bond Ordinance, the entire revenues received from the operation of the Water System are required to be deposited in a separate fund designated the "Water Fund of the Municipality of Chicago" (the "Water Fund"). The claim of the Bonds to the net revenues and accounts of the City's Water Fund is junior to certain outstanding Senior Lien Bonds. The Water Fund is required to be used only and is irrevocably pledged for (1) paying the costs of operating and maintaining the Water System, (2) paying outstanding obligations of the City, including the Senior Lien Bonds and the Bonds, that are payable by their terms from the net revenues of the Water System, and (3) establishing and maintaining all reserve funds or accounts which are required to be established and maintained by the Bond

Ordinances authorizing Water Revenue Bonds of the City, provided that any funds available after these requirements have been satisfied or which are not necessary to satisfy these requirements may be used for any lawful purpose of the Water System.

SECTION 2. This ordinance is effective upon its passage.

ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT FACILITY REVENUE BONDS, SERIES 1992 (DELTA AIR LINES, INC., PROJECT).

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a substitute ordinance authorizing the issuance of Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1992, (Delta Air Lines, Inc., Project) for the amount of $40,000,000, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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, Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City currently owns and operates an Airport known as Chicago-O'Hare International Airport (the "Airport"); and

WHEREAS, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the costs of the design, reconstruction, improvement and modernization of facilities at the Airport; and

WHEREAS, The City is in the process of planning, designing and constructing a major redevelopment of the Airport and as part of such redevelopment the City and Delta Air Lines, Inc. (the "Airline") have entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease, dated as of January 1, 1985 (the "Airport Use Agreement"); and

WHEREAS, In connection with such redevelopment the City and the Airline have heretofore entered into a Special Facility Use Agreement dated as of August 1, 1982, as amended (the "1982 Agreement"), pursuant to which the City issued $142,930,000 aggregate principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-A, B and C (Delta Air Lines, Inc., Terminal Project) in three series (collectively, the "1982 Bonds"), each such series of the 1982 Bonds having been issued under an indenture of trust dated as of November 15, 1982, as amended (the "1982 Indenture"), from the City to Continental Bank, National Association (formerly, Continental Illinois National Bank and Trust Company of Chicago), as trustee thereunder (the "Trustee"), for the purpose of providing funds to finance a portion of the cost of improving and

expanding portions of Terminal 3 and the construction of Concourse L at the Airport and related improvements, as further described in Exhibit B to the 1982 Agreement (the "Project"); and

WHEREAS, The Airline has requested the City to authorize the issuance of its Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc., Terminal Project) (the "Bonds") in an amount not to exceed $40,000,000 as herein provided for the purpose of paying and retiring a portion of the 1982 Bonds that remain outstanding, consisting of the Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-C (Delta Air Lines, Inc. Terminal Project) (the "Prior Bonds"); and

WHEREAS, Concurrently with the issuance of the Bonds, the City and the Airline will enter into a Third Supplemental Special Facility Use Agreement (the "1992 Supplement" and together with the 1982 Agreement, the "Special Facility Use Agreement"), in substantially the form submitted to this meeting, in order to provide, among other things, for the payment by the Airline of such amounts as will be sufficient to enable the City to pay when due the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, In order to secure such Bonds the City will enter into a Second Supplemental Indenture of Trust (the "1992 Supplemental Indenture" and together with the 1982 Indenture, the "Indenture"), in substantially the form submitted to this meeting; and

WHEREAS, The refinancing of a portion of the costs of the Project as herein provided is authorized by the constitution and constitutes a valid public purpose thereunder; and

WHEREAS, It is proposed that the City will sell the Bonds on a negotiated basis to the Underwriters named in the form of Bond Purchase Agreement presented to this meeting; and

WHEREAS, There has been prepared and presented to this meeting a draft of the Preliminary Official Statement of the City (the "Preliminary Official Statement") relating to the Bonds; now, therefore,

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

SECTION 1. Definitions. In addition to the definitions contained in the recitals hereto, the following words and terms as used in this ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Bond Purchase Agreement" means the Bond Purchase Agreement by and among the City and the Underwriters.

"Bonds" means the bonds more fully described and authorized to be issued by the City in Section 3 hereof.

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

"Final Official Statement" means the Official Statement of the City to be dated the date of the Bond Purchase Agreement, together with all appendices thereto, relating to the Bonds.

"Ordinance" means this Ordinance.

"Preliminary Official Statement" means the Preliminary Official Statement of the City relating to the Bonds.

"Underwriters" means Smith Barney, Harris Upham & Co., Incorporated and any other person named as an underwriter in the Bond Purchase Agreement.

SECTION 2. Authorization of the Refinancing of the Project. The refinancing of the cost of the Project shall be and is hereby authorized as provided herein. It is hereby found and declared that the refinancing of all or a portion of the cost of the Project and the use thereof by the Airline, as hereinafter provided, constitutes a valid public purpose within the meaning of the Constitution, and that in order to further secure the Bonds, the pledge and assignment by the City under the Indenture of certain of its rights under the 1992 Supplement is necessary and proper.

SECTION 3. Authorization and Payment of Bonds. For the purpose of refinancing all or a portion of the cost of the Project and financing costs relating thereto there are hereby authorized to be issued by the City its Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Project), in an aggregate principal amount not to exceed $40,000,000. The Bonds shall be issuable only in fully registered form; shall be issued in the denominations authorized in the 1992 Supplemental Indenture; and shall be dated and numbered as provided in the 1992 Supplemental Indenture.

The Bonds shall be subject to redemption prior to maturity upon the terms and conditions set forth in the 1992 Supplemental Indenture as executed and delivered by the City and shall be sold to the Underwriters at a price of not less than 95% of the aggregate principal amount thereof (exclusive of original issue discount), plus accrued interest thereon to the date of delivery of the Bonds. The Bonds shall be dated, mature on such dates (not beyond January 1, 2025) and in such principal amounts, bear interest at such rate or rates (not to exceed 10% per annum), and be payable on such dates, all as shall be approved by either the Mayor or the City Comptroller, as provided in Section 6 hereof.

The principal of and premium, if any, on the Bonds shall be payable at the principal corporate trust office of the Trustee. Payment of interest on the Bonds shall be made to the registered owner thereof and shall be paid by check or other form of draft of the Trustee mailed to the registered owner at his address as it appears on the registration books of the City kept by the Trustee or at such other address as is furnished to the Trustee in writing by such registered owner, or in certain circumstances by wire transfer, all as further provided in the 1992 Supplemental Indenture.

SECTION 4. The Bonds are Limited Obligations. The Bonds, together with the obligation to pay interest thereon, shall be limited obligations of the City secured solely by a pledge of certain "Special Facility Revenues" (as that term is defined in the Indenture) derived by the City under the Special Facility Use Agreement, and by other specified sources pledged under the Indenture, and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee and such Special Facility Revenues derived from the Special Facility Use Agreement, which Special Facility Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be expressly authorized otherwise in the Special Facility Use Agreement or the Indenture. The Bonds and the obligation to pay interest thereon are not general obligations of the City and do not constitute an indebtedness or a loan of credit of the City, or a charge against the City's general credit or taxing powers, within the meaning of any constitutional or statutory provision of the State of Illinois, or otherwise.

SECTION 5. Assignment. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds, the City will, in the 1992 Supplemental Indenture, assign and pledge to the Trustee (i) certain Special Facility Revenues derived by the City under the Special Facility Use Agreement and (ii) certain rights and remedies of the City under the Special Facility Use Agreement to enforce payment thereof.

SECTION 6. Approval Of The Bond Purchase Agreement And Official Statement; Execution And Delivery Of The Bond Purchase Agreement.

(a) The form of the Bond Purchase Agreement presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller of the City is hereby authorized and directed to execute and deliver a Bond Purchase Agreement in substantially the form of the Bond Purchase Agreement presented to this meeting, together with such changes and completions thereof as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in Section 3 hereof, the execution thereof to constitute conclusive evidence of the approval of such changes and completions. The sale to the Underwriters of the Bonds pursuant to the terms and conditions of the Bond Purchase Agreement is hereby approved by this City Council.

(b) Subject to the limitations set forth in Section 3 hereof, authority is hereby delegated to the Mayor or the City Comptroller to determine (i) the principal amount of Bonds to be issued; (ii) the redemption provisions of the Bonds; (iii) the dated date of the Bonds; (iv) the maturity schedule and final maturity date of the Bonds; (v) the interest rate or rates of the Bonds and any original issue discount; (vi) the interest payment dates of the Bonds; and (vii) the purchase price of the Bonds to be paid by the Underwriters.

(c) To evidence the exercise of the authority delegated to the Mayor and the City Comptroller pursuant to Paragraph (b) of this Section 6, the Mayor or the City Comptroller is hereby directed to execute and file with the Trustee a certificate setting forth the determinations made pursuant to the authority granted in such Paragraph, which certificate shall constitute conclusive evidence of the proper exercise of such authority. A copy of such certificate shall be filed with the City Clerk.

(d) The form of Preliminary Official Statement of the City with respect to the Bonds presented to this meeting, the distribution thereof to prospective purchasers and the use thereof by the Underwriters in connection with the offering of the Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to execute and permit the distribution of the Final Official Statement, in substantially the form of said Preliminary Official Statement, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller shall deem advisable, and with such further changes, omissions, insertions and revisions as shall be necessary to conform the Final Official Statement to the provisions of the instruments, as executed and delivered, authorized by the provisions of this Ordinance to be executed and delivered in the name and on behalf of the City and to any other instruments executed and delivered in the name and on behalf of the City and to any other instruments executed and delivered in connection with the issuance of the Bonds, and the Mayor or the City Comptroller are authorized to execute and deliver such Final Official Statement to the Underwriters in the name and on behalf of the City.

(e) Pursuant to the 1992 Supplemental Indenture, the Mayor shall execute the Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Bonds and attested by the manual or facsimile signature of the City Clerk. The Bonds upon such execution on behalf of the City shall be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Bonds to or upon the order of the Underwriters.

SECTION 7. Execution Of Documents.

(a) The forms of 1992 Supplement and 1992 Supplemental Indenture presented to this meeting are hereby approved in all respects. The Mayor or

the City Comptroller is hereby authorized to execute the 1992 Supplement and the 1992 Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City. The 1992 Supplement and the 1992 Supplemental Indenture may contain such changes consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller, the execution or acceptance thereof to constitute conclusive evidence of this City Council's approval of the form thereof and any and all such changes or revisions.

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

(c) Copies of the 1992 Supplemental Indenture, the 1992 Supplement, the final Official Statement and the Bond Purchase Agreement, as executed and delivered, shall be filed in the Office of the City Clerk.

(d) Nothing set forth in this Ordinance shall obligate the Airline to execute and deliver a separate guaranty of the Bonds, but such separate guaranty may be executed and delivered if deemed advantageous by the Airline.

SECTION 8. Public Approval. This City Council hereby approves the issuance of the Bonds for purposes of Section 147 (f) of the Internal Revenue Code of 1986, as amended. The actions of the officers of the City in holding a public hearing with respect to the Bonds is hereby ratified and confirmed.

SECTION 9. Performance Provisions. The Mayor, the City Comptroller and the City Clerk for and on behalf of the City shall be, and each of them is hereby authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, including directing appropriate redemption notice to be given to the holders of the Prior Bonds. The Mayor, the City Comptroller and the City Clerk shall be, and they are hereby, further authorized and directed for and on behalf of the City, to execute all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority, including an appropriate certificate or agreement pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for inclusion in the transcript of proceedings with respect to the Bonds, and to exercise and otherwise take all necessary action to effect the full realization of the rights, accomplishments and purposes of the City under the Special Facilities Use Agreement, the Indenture, and to discharge all of the obligations of the City hereunder and thereunder.

SECTION 10. Designation of Another to Affix Signature. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance, in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 11. Severability. It is the intention of this City Council that, if any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 12. Captions. The captions or headings of this Ordinance are for convenience only and in in no way define, limit or describe the scope or intent of any provision of this Ordinance.

SECTION 13. Provisions in Conflict Repealed; Publication. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall be made available to the public by the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the Office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 14. Effective Immediately. This Ordinance shall be in full force and effect from and after its passage.

Purchase Contract, Second Supplemental Indenture of Trust, Third Supplemental Special Facility Use Agreement, Preliminary Official Statement and Official Statement attached to this ordinance read as follows:

Purchase Contract.

$_____

City Of Chicago, Illinois

Chicago-O'Hare International Airport

Special Facility Revenue Refunding Bonds, Series 1992.

(Delta Air Lines, Inc., Terminal Project)

_____ ____, 1992
New York, New York

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

Ladies and Gentlemen:

1. Smith Barney, Harris Upham & Co., Incorporated (the "Underwriter") hereby offers to enter into this Purchase Contract with the City of Chicago (the "Issuer"), for the purchase by the Underwriter, and the sale by the Issuer, of $_____ aggregate principal amount of the Issuer's Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc., Terminal Project) (the "Bonds"). This offer is made subject to the acceptance by the Issuer prior to 8:00 P.M., New York City time, on _____ ____, 1992 by execution and delivery of this Purchase Contract, and upon such acceptance this Purchase Contract shall be in full force and effect in accordance with its terms and binding upon the Issuer and the Underwriter. If not so accepted, this Purchase Contract may continue to be accepted unless withdrawn by the Underwriter upon notice to the Issuer and Delta Air Lines, Inc. (the "Company") by the Underwriter at any time before its is accepted. Delivered to the Issuer herewith is a Letter of Representation, dated the date hereof (the "Letter of Representation"), under which the Company undertakes certain obligations with respect to this Purchase Contract.

2. Upon the terms and conditions and upon the basis of the representations and warranties set forth herein, the Underwriter hereby agrees to purchase from the Issuer for offering to the public, and the Issuer hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the Bonds at the purchase price of $ _____, plus accrued interest on the Bonds from _____ 1, 1992 to the Closing Date (as hereinafter defined):

Maturity (_____1)	Principal Amount	Original Issue Discount	Purchase Price
	$		$

The Bonds are dated _____ 1, 1992. The Bonds shall bear interest at the rates, be subject to redemption, and have the other details set forth in the Official Statement (as hereinafter defined).

Concurrently with its acceptance of this Purchase Contract, the Issuer will deliver to the Underwriter an Official Statement dated the date of this Purchase Contract, including Appendix A consisting of the forms of the opinions of Katten Muchin & Zavis and Sanchez & Daniels, Co-Bond Counsel to the Issuer ("Co-Bond Counsel"). Such Official Statement, together with all the information incorporated by reference therein and with Appendix A thereto, and with only such changes as shall be approved by the Issuer, the Company, the Underwriter, Wood Dawson & Hellman and Haggerty, Koenig & Hill, Co-Counsel to the Underwriter, and as amended and supplemented prior to the Closing (as hereinafter defined), as hereinafter called the "Official Statement".

During the period from the time of Official Statement becomes available until the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than 25 days following the end of the underwriting period, if the Company becomes aware of the occurrence of any event as a result of which, in the opinion of the Company, it is necessary to amend or supplement the Official Statement in order to cause the same to not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstance under which they were made, not misleading, the Company, with the approval of the Issuer (which approval shall not be unreasonably withheld), will prepare and furnish to the Underwriter either amendments or supplements to the Official Statement so that the Official Statement, as so amended or supplemented, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading. The

expenses in connection with the printing and distribution of such amendment or supplement to the Official Statement shall be shared by the Company and the Underwriter on the same basis on which the cost of printing and preparation for printing and the cost of shipping of the Official Statement are shared under Paragraph 10 hereof. For purposes of this subparagraph, the term "end of the underwriting period" shall have the meaning given to such term in paragraph (e)(2) of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12"). The Underwriter agrees (i) to deliver, or cause to be delivered, to and filed with a nationally recognized municipal securities information repository the Official Statement promptly after the same is made available to the Underwriter by the Issuer, and (ii) to notify the Issuer and the Company promptly after no Underwriter retains directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. The Company and the Issuer will, before the Official Statement is amended or supplemented at any time subsequent to the time of the Closing, furnish a copy of each proposed amendment or supplement to the Underwriter who will have the right to approve it, which approval shall not be unreasonably withheld.

3. The Bonds will be issued pursuant to an Indenture of Trust, dated as of November 15, 1982, as supplemented by a Supplemental Indenture of Trust, dated as of January 15, 1983, and a Second Supplemental Indenture of Trust, dated as of _____ 1, 1992 (hereinafter referred to as the "Indenture"), by and between the Issuer and Continental Bank, National Association (formerly Continental Illinois National Bank and Trust Company of Chicago), Chicago, Illinois, as Trustee. The proceeds of sale of the Bonds will be used to currently refund $_____ of the Issuer's Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-C (Delta Air Lines, Inc. Terminal Project) (the "1982-C Bonds), which were issued to defray the cost of the acquisition, construction and installation at Chicago-O'Hare International Airport of the Project (as defined in the Special Facility Use Agreement, dated as of August 1, 1982, between the Issuer and the Company, as supplemented by a First Supplemental Special Facility Use Agreement, dated as of November 15, 1982, a Second Supplemental Special Facility Use Agreement, dated as of August 1, 1983, and a [Third] Supplemental Special Facility Use Agreement, dated as of _____ 1, 1992, and as amended by amendments, dated May 1, 1983, June 1, 1983, August 1, 1983, October 1, 1983, March 1, 1984 and April 1, 1984 (the same being hereinafter collectively referred to as the "Special Facility Use Agreement"). The Bonds will be payable from rental payments made by the Company to the Issuer under the Special Facility Use Agreement, which the Issuer shall assign to the Trustee pursuant to the Indenture. In connection with the execution and delivery of the Indenture, the Issuer, the Company and the Trustee will execute and deliver a Letter of Representations (the "D.T.C. Letter of Representations) to The Depository Trust Company ("D.T.C.").

4. The Underwriter agrees to make a bona fide public offering of all the Bonds at not in excess of the initial public offering prices (which may be expressed in terms of yield), which shall be set forth on the cover page of the Official Statement, plus interest accrued thereon, if any, to the date of delivery. The Bonds may be offered and sold to certain dealers (including the Underwriter and other dealers depositing such Bonds into investment trusts) at a price or at prices lower than such public offering prices.

5. As soon as practicable after the execution of this Purchase Contract by the Issuer, but no later than the Closing, the Issuer shall deliver or cause to be delivered to the Underwriter the documents listed below in subparagraphs (a), (b), (c) and (d):

(a) the Official Statement of the Issuer dated the date of this Purchase Contract;

(b) the Indenture;

(c) the Special Facility Use Agreement; and

(d) the ordinance or ordinances of the City Council of the Issuer authorizing the issuance, sale and delivery of the Bonds and the execution and delivery of the Indenture, the Special Facility Use Agreement, this Purchase Contract and the Letter of Representation, certified by the City Clerk of the Issuer.

By its execution of this Purchase Contract, the Issuer consents to the use by the Underwriter of all such documents, including the Official Statement, the Indenture, the Special Facility Use Agreement and the information contained therein, in connection with the public offering of the Bonds. By its execution of this Purchase Contract, the Issuer further consents to the use by the Underwriter prior to the date hereof of the Preliminary Official Statement of the Issuer, dated ____ __, 1992, relating to the Bonds, in connection with public sale of the Bonds.

6. The Issuer represents and warrants to the Underwriter that:

(a) The Issuer is a municipal corporation and home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and is authorized and empowered by the provisions of Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois (the "Constitution"), to issue the Bonds and to use the moneys derived from the sale thereof, together with other available moneys, to current refund the 1982-C Bonds; to enter into the Special Facility Use Agreement; to enter into the Indenture and to assign the Debt Service Payments (as defined in the Special Facility Use Agreement) and other revenues,

rights and interests comprising the Trust Estate (as defined in the Indenture) pursuant to the Indenture; to accept this Purchase Contract and the Letter of Representation; to issue, sell and deliver the Bonds to the Underwriter as provided herein; and to carry out and consummate all other transactions contemplated by each of the aforesaid documents.

(b) On or prior to the Closing Date, the Issuer will have duly authorized by all appropriate action, and complied with all provisions of law with respect to, the acceptance of this Purchase Contract and the Letter of Representation, the execution and delivery of the Indenture and the Special Facility Use Agreement and the issuance, sale, execution and delivery of the Bonds.

(c) When delivered to and paid for by the Underwriter in accordance with the terms of this Purchase Contract and the Indenture, the Bonds will have been duly and validly authorized, executed, issued and delivered by the Issuer and authenticated by the Trustee and will constitute legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights and remedies, and will be entitled to the benefits of the Indenture.

(d) The acceptance of this Purchase Contract and the Letter of Representation and the execution and delivery of the Bonds, the Indenture and the Special Facility Use Agreement, and compliance with the provisions thereof, do not and will not conflict with in a material manner, or constitute on the part of the Issuer a material violation of, breach of or default under, any indenture, mortgage, deed of trust, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or, to its knowledge, any constitutional provision or statute of the State of Illinois or of the United States of America, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties; and all consents of any governmental authority of the State of Illinois or of the United States of America which constitute a condition precedent to the performance by the Issuer of its obligations in connection with the issuance or sale of the Bonds by the Issuer have been obtained; provided, however, that no representation is made concerning compliance with the federal securities laws or the securities or "Blue Sky" laws of the various jurisdictions of the United States of America.

(e) Except as set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court or governmental agency or body pending or, to the best of its knowledge, threatened against or affecting the Issuer, nor to the best of its knowledge is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely

affect the transactions contemplated by this Purchase Contract, the Indenture or the Special Facility Use Agreement, or which, in any way, would adversely affect the validity or enforceability of the Bonds, the Indenture, the Special Facility Use Agreement, this Purchase Contract, the Letter of Representation or any agreement or instrument to which the Issuer is a party, used or contemplated for use in the consummation of the transactions contemplated by this Purchase Contract, the Indenture or the Special Facility Use Agreement.

(f) The Issuer will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided for in the Indenture and the Special Facility Use Agreement as in effect from time to time.

(g) The materials appearing in the Preliminary Official Statement and in the Official Statement under captions "The Issuer" and "Litigation" were as of the date of the Preliminary Official Statement and as of the date of the Official Statement, and as of the date of the Closing will be, true and correct in all material respects, contain and will contain no untrue statement of a material fact and do not and as of the date of the Closing will not omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If between the date of this Purchase Contract and the Closing Date any event related to the Issuer and known to the Issuer shall occur which, in the opinion of the Issuer, might or would cause the Official Statement as then supplemented or amended to contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and the Company, and if in the opinion of the Issuer, the Company or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer, at the expense of the Company, will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and the Company.

(h) The Issuer confirms that the Preliminary Official Statement was "deemed final" as of its date by the Issuer solely for purposes and within the meaning of paragraph (b)(1) of Rule 15c2-12. The Issuer agrees that it shall deliver, or cause to be delivered, to the Underwriter, within seven business days after the date of acceptance of this Purchase Contract and in sufficient time to accompany any confirmation that requests payment from any customer, copies of the Official Statement in sufficient quantity to enable the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and the Rules of the Municipal Securities Rulemaking Board.

(i) Except as stated in the Official Statement, or is otherwise disclosed in writing to the Underwriter, the Issuer is not to the best of its knowledge, currently in default with respect to the principal or interest on any of its obligations.

7. At 10:00 A.M., New York City time, on August __, 1992, or on such other date and time as shall be agreed upon by the Issuer, the Company and the Underwriter (the "Closing Date"), the Issuer will deliver the Bonds to the Underwriter at D.T.C., 55 Water Street, New York, New York, in typewritten form, bearing C.U.S.I.P. numbers, duly executed and authenticated, registered in the named of Cede & Co., as nominee for D.T.C., and will deliver to the Underwriter the other documents herein mentioned at the offices of Katten Muchin & Zavis, 525 West Monroe Street, Suite 1600, Chicago, Illinois 60606. The Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in Paragraph 2 hereof payable by check, wire transfer or other manner payable in clearing house funds to the order of the Trustee. This payment and delivery is herein called the "Closing".

8. The Underwriter's obligations hereunder to purchase and pay for the Bonds shall be subject to the performance by the Issuer of the obligations to be performed hereunder at or prior to the Closing, to the performance by the Company of the obligations and agreements to be performed by it at or prior to the Closing under the Letter of Representation and to the accuracy in all material respects of the representations and warranties of the Issuer and of the Company contained herein and in the Letter of Representation, respectively, as of the date hereof and as of the Closing, and shall also be subject to the following conditions:

(a) At the time of the Closing (i) the Indenture, the Special Facility Use Agreement and the Letter of Representation shall be in full force and effect, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; and (ii) the Issuer shall perform or have performed all of its obligations required under or specified in this Purchase Contract and the Official Statement to be performed at or prior to the Closing.

(b) The Bonds shall have been duly authorized, executed and authenticated in accordance with the provisions of the Indenture.

(c) The Underwriter may terminate this Purchase Contract by notification to the Issuer and the Company if at any time subsequent to the date hereof and at or prior to the Closing (i) legislation shall be enacted by the Congress of the United States or adopted by either House thereof, or a decision by a court of the United States of America or the Tax Court of the United States shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the

United States of America, the Internal Revenue Service or other governmental agency shall be made, with respect to federal taxation of revenues or other income of the general character expected to be derived by the Issuer under the Special Facility Use Agreement or upon interest received on securities of the general character of the Bonds or which would have the effect of changing directly or indirectly the federal income tax consequences of interest on the Bonds in the hands of the holders thereof, which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds; (ii) there shall have occurred any new outbreak of hostilities or substantial escalation of existing hostilities or any national or international calamity or crisis, the effect of such outbreak, escalation, calamity or crisis being such as, in the reasonable opinion of the Underwriter, would make it impracticable for it to market the Bonds or to enforce contracts for the sale of the Bonds or has caused a major disruption of the market for the Bonds; (iii) there shall be in force a general suspension of trading on The New York Stock Exchange, Inc., as a result of an event affecting the national economy, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on The New York Stock Exchange, Inc., whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction; (iv) a general banking moratorium shall have been declared by federal, New York, Georgia or Illinois authorities having jurisdiction and be in force; or (v) any event shall have occurred or shall exist which makes untrue or incorrect, as of such time, in any material respect, any material statement or information contained in the Official Statement or which is not reflected in the Official Statement, but should be reflected therein in order to make such material statement and information contained therein not misleading as of such time; provided, however, that the Underwriter shall, if requested by the Company, circulate to investors a supplement or amendment to the Official Statement reflecting such event and if such supplement or amendment is so circulated, the Underwriter shall be entitled to terminate pursuant to this clause (v) if as a result of such circulation, in the reasonable opinion of the Underwriter, the ability of the Underwriter to have investors purchase and accept delivery of the Bonds is materially and adversely affected. For purposes of clause (v) of the immediately preceding sentence, "Official Statement" shall mean the Official Statement as initially prepared in definitive form and prior to any amendments or supplements thereto.

(d) No decision of any federal or State court and no ruling or regulation (final, temporary or proposed) of the Securities and Exchange Commission or any other governmental agency shall have been made or issued to the effect that (i) the Bonds or any other securities of the Issuer or of any similar body of the type contemplated by this Purchase Contract and the Letter of Representation, or the obligations of the

Company under the Special Facility Use Agreement are subject to registration requirements of the Securities Act of 1933; or (ii) the qualification of the Indenture or any other agreement in respect of the Bonds or any such securities is required under the Trust Indenture Act of 1939.

(e) At or prior to the Closing, the Underwriter shall receive the following documents:

(1) The approving opinions of Co-Bond Counsel as to the Bonds, dated the date of the Closing, substantially in the form set forth as Appendix A to the Official Statement, together with letters of such firms, dated the date of the Closing and addressed to the Underwriter and the Company stating that the Underwriter and the Company may rely on such opinions as if they were addressed to the Underwriter and the Company.

(2) The supplemental opinions of Co-Bond Counsel, dated the date of the Closing and addressed to the Issuer, the Underwriter and the Company, in substantially the form set forth in Exhibit A hereto.

(3) The opinion of Kelly R. Welsh, Esq., Corporation Counsel of the Issuer, given in an official capacity and not personally and to which no personal liability will derive from its delivery, dated the date of the Closing, substantially in the form set forth in Exhibit B attached hereto.

(4) (i) At the time of execution of this Purchase Contract, the Underwriter shall receive a letter with regard to certain limited procedures performed through a specified date not more than five business days prior to the date of such letter, dated the date of delivery thereof and addressed to the Underwriter, from Arthur Andersen & Co., in substantially the form set forth as Exhibit C-1 hereto.

(ii) At the time of the Closing, the Underwriter shall receive a letter with regard to certain limited procedures performed through a specified date not more than five business days prior to the date of such letter, dated the Closing Date and addressed to the Underwriter, from Arthur Andersen & Co., in substantially the form set forth as Exhibit C-2 hereto.

(5)(i) At the time of execution of this Purchase Contract, the Underwriter shall receive the opinion of Robert S. Harkey, Esq., Senior Vice President-General Counsel of the Company, dated the date of delivery thereof and addressed to the Issuer and the Underwriter, in substantially the form set forth as Exhibit D-1 hereto.

(ii) At the time of the Closing, the Underwriter shall receive the opinion of Robert S. Harkey, Esq., Senior Vice President-General Counsel of the Company, dated the Closing Date and addressed to the Underwriter, in substantially the form set forth as Exhibit D-2 hereto.

(6) A certificate, dated the date of the Closing, of the Mayor or City Comptroller of the Issuer, to the effect that as of such date, except as disclosed in the Official Statement, no litigation is pending or, to the best of his knowledge, threatened in any court (i) challenging the creation, organization or existence of the Issuer, or (ii) seeking to restrain or enjoin the issuance or delivery of any of the Bonds, or the collection of revenues or other moneys pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Indenture or the powers of the Issuer to issue the Bonds, or (iii) in any way contesting or affecting the validity of the Indenture, the Special Facility Use Agreement, the Letter of Representation or this Purchase Contract or contesting the powers of the Issuer to enter into the Special Facility Use Agreement, or this Purchase Contract; provided the Underwriter may in its sole discretion accept the opinions of Co-Bond Council in lieu of the certifications required by clauses (i) and (ii) and the opinion of Corporation Counsel in lieu of the certification required by clause (iii), in each case, acceptable in form and substance to them and their counsel, that in the opinion of such counsel the issues raised in any related or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit (in the case of any such opinion to be rendered by Corporation Counsel, such opinion may be expressed in the opinion referred in Exhibit B attached hereto).

(7) A certificate, dated the date of the Closing, signed by the Mayor or City Comptroller of the Issuer to the effect that, to the best of his knowledge, (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing; and (ii) no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect.

(8) A certificate, dated the Closing Date, of the Vice President-Treasurer or any other financial officer of the Company, in substantially the form set forth as Exhibit E attached hereto.

(9) A certificate of one or more authorized officers of the Trustee, dated the Closing Date and in form and substance satisfactory to the

Underwriter, as to the due execution and delivery of the Indenture by the Trustee and the due authentication and delivery of the Bonds by the Trustee.

(10) The opinion, dated the Closing Date, addressed to the Issuer, the Underwriter and the Company, of _____, Counsel to the Trustee, in substantially the form set forth as Exhibit F hereto.

(11) The opinions, dated the Closing Date, addressed to the Issuer, the Underwriter and the Company, of Wood Dawson & Hellman and Haggerty, Koenig & Hill, Co-Counsel to the Underwriter, in substantially the form set forth as Exhibit G hereto.

(12) An executed counterpart of the D.T.C. Letter of Representations.

(13) Letters from Moody's Investors Service and Standard & Poor's Corporation assigning ratings to the Bonds of _____ and _____, respectively.

(14) An opinion, dated the Closing Date, of _____ (Illinois Counsel to the Company), in substantially the form set forth as Exhibit H hereto.

(15) Such additional certificates, instruments and other documents as the Underwriter or Bond Counsel or Wood Dawson & Hellman or Haggerty, Koenig & Hill, Co-Counsel to the Underwriter, may reasonably request to evidence compliance by the Issuer and the Company with legal requirements, the truth and accuracy as of the time of the Closing of all representations herein contained and the due performance or satisfaction by the Issuer and the Company at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the Company.

If the Issuer shall be unable to satisfy the conditions contained in this Purchase Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriter and, upon such cancellation, the Underwriter and the Issuer shall not have any further obligation hereunder, except for the respective obligations set forth in Paragraph 10 hereof.

9. The Issuer covenants with the Underwriter to cooperate with it and the Company in qualifying the Bonds for offer and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States of America as the Underwriter may request; provided that in no event shall the Issuer be obligated to take any action which would subject it to general service of process in any jurisdiction where it is not now so subject. It is

understood that the Issuer is not responsible for compliance with or the consequences of failure to comply with applicable "Blue Sky" laws.

10. (a) The Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder including but not limited to (i) the cost of printing and preparation for printing or other reproduction of the Preliminary Official Statement and the Official Statement; (ii) the cost of printing and preparation for printing or other reproduction of the Indenture or the Special Facility Use Agreement; (iii) the cost of preparing the definitive Bonds; (iv) the fees and disbursements of Katten Muchin & Zavis, Sanchez & Daniels, Arthur Andersen & Co. and any other experts or consultants retained by the Issuer or the Company; and (v) the fees of bond rating agencies in connection with the Bonds. The fees, costs and expenses set forth in the immediately preceding sentence shall be paid by the Company or out of the proceeds of the Bonds, or if the Bonds are not delivered to the Underwriter by the Issuer (unless such delivery be prevented by the Underwriter's default hereunder, in which event the Underwriter shall pay such costs and expenses as and for liquidated damages hereunder), shall be paid by the Company pursuant to Paragraph 1 of the Underwriter shall pay such costs and expenses), shall be paid by the Company pursuant to Paragraph 1 of the Letter of Representation.

(b) The Underwriters shall pay (i) the cost of shipping of the Official Statement required for distribution and use in connection with the public offering of the Bonds, the cost of preparation and printing of the Purchase Contract, the Letter of Representation and the Blue Sky and Legal Investment Surveys to be used by it; (ii) all advertising expenses in connection with the public offering of the Bonds; and (iii) all other expenses incurred by them or any of them in connection with the public offering and distribution of the Bonds, including the fees and disbursements of its counsel, Wood Dawson & Hellman and Haggerty, Koenig & Hill.

11. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing, in person or by certified or registered mail, return receipt requested, to the Issuer at its address set forth above, addressed Attention: _____. Any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing, in person or by certified or registered mail, return receipt requested, to Smith Barney, Harris Upham & Co. Incorporated, 1345 Avenue of the Americas, 50th Floor, New York, New York 10105, to the attention of Mr. Francis Y. Chin, Executive Vice President. Any notice or communication to be given to the Company under this Purchase Contract may be given by delivering the same in writing, in person or by certified or registered mail, return receipt requested, to the Company at William B. Hartsfield Atlanta International Airport, 1030 Delta Boulevard, Atlanta, Georgia 30320, Attention: Vice

President -- Treasurer. All notices or communications hereunder by any part shall be given and served upon each other party.

12. This Purchase Contract shall constitute the entire agreement between the Issuer and the Underwriter and is made solely for the benefit of the Issuer, the Company and the Underwriter (including the successors or assigns of any Underwriter) and no other person, partnership or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the Issuer in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any of the Underwriter and shall survive the delivery of and payment for the Bonds hereunder.

13. This Purchase Contract may not be amended without the written consent of the Issuer, the Company and the Underwriter.

14. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of Illinois.

15. The Underwriter has executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") attached to this Purchase Contract as Exhibit I and incorporated into this Purchase Contract by this reference. The Underwriter understands and acknowledges that the City may declare a default and terminate all existing contracts with the Underwriter if the Underwriter 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; and (ii) the concealment of an existing contractual relationship or entering into a contractual relationship with (a) South Africa, (b) a South African business, or (c) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa. This right of termination is supplemental to any other remedy which the City may have under the Purchase Contract, 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 Underwriter 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. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

Smith Barney, Harris Upham &
Co. Incorporated

By: _____
Title:

Accepted and confirmed as of
the date first above written

City of Chicago

By: _____
Comptroller

Concur:

By: _____
Chairman, Committee on
Finance, Chicago City Council

Exhibits "A", "B", "C-1", "C-2", "D-1", "D-2", "E", "F", "G", "H" and "I" attached to this Purchase Contract read as follows:

Exhibit "A".

(To Purchase Contract Beginning On Page 19402
Of This Journal)

[Opinion of Co-Bond Counsel to the effect that:

Based upon the foregoing and upon an examination of such other documents and legal authorities as we deem necessary, we are of the opinion as follows:

(i) The Purchase Contract and the Letter of Representation have been duly authorized, executed and delivered or accepted by the Issuer and constitute legal and binding obligations of the Issuer enforceable in accordance with their respective terms, and the Issuer has duly performed all obligations to be performed by it pursuant to the Purchase Contract on or before the Closing Date.

(ii) The statements contained in the Official Statement under the captions "The Issuer", "The Bonds", "Security For And Sources Of Payment Of The Bonds", "The Special Facility Use Agreement", "The Indenture", "Tax Treatment" and "Approval Of Legal Proceedings", insofar as the statements contained under such captions purport to summarize certain provisions of the Bonds, the Indenture and the Special Facility Use Agreement and our opinion as to tax matters, present a fair and accurate summary of such provisions and matters for the purpose of use in the Official Statement; provided that we express no opinion with respect to the statements describing The Depository Trust Company and its book-entry only system.

(iii) The Official Statement has been duly authorized by the Issuer.

(iv) The Bonds constitute exempted securities under Section 3(a)(2) of the Securities Act of 1933 (the "Securities Act"), and under Section 304(a)(4)(B) of the Trust Indenture Act of 1939 (the "Trust Indenture Act"); and the offer, sale and delivery of the Bonds does not require registration of the Bonds, the Indenture, the Special Facility Use Agreement, or any other security under the Securities Act or qualification of the Indenture under the Trust Indenture Act.

The foregoing opinion is subject in all respects to the fact that the enforceability of the Bonds, the Indenture, the Special Facility Use Agreement, the Purchase Contract and the Letter of Representation is subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally and to the application of general principles of equity.]

Exhibit "B".

(To Purchase Contract Beginning On Page 19402 Of This Journal)

[Opinion of Corporation Counsel of the Issuer to the effect that:

(i) The Issuer is a municipal corporation and home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and is authorized and empowered under the Ordinance and its powers as a home rule unit of government to issue the Bonds and use the funds derived from the sale thereof, together with other available moneys, to currently refund the 1982-C Bonds; to enter into the Special Facility Use Agreement; to enter into the Indenture and to assign the Trust Estate (including the Debt Service Payments) pursuant thereto; to accept the Purchase Contract and the Letter of Representation; to issue, sell and deliver the Bonds to the Underwriter; and to carry out and consummate all other transactions contemplated by each of the aforesaid documents;

(ii) The Issuer has duly authorized by all appropriate action, and has complied with all provisions of law with respect to, the execution and delivery of the Indenture and the Special Facility Use Agreement, the issuance, sale and delivery of the Bonds and the acceptance of the Purchase Contract and the Letter of Representation;

(iii) The execution and delivery of the Bonds, the Indenture and the Special Facility Use Agreement and the acceptance of the Purchase Contract and the Letter of Representation and compliance with the provisions thereof, to the best of the knowledge of such counsel, do not and will not conflict with, or constitute on the part of the Issuer a violation of, breach of or default under, any indenture, mortgage, deed or trust, resolution, note agreement or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound or, to the knowledge of such counsel, any constitutional provision, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties; and all consents of any governmental authority of the State of Illinois or of the United States of America required in connection with the issuance or sale of the Bonds by the Issuer have been obtained; provided, however, that no opinion is expressed concerning compliance with the federal securities laws or the securities or "Blue Sky" laws of the various jurisdictions of the United States of America; and

(iv) Except as set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency or body, pending or, to the best of such counsel's knowledge, threatened against or affecting the Issuer nor to the

best of the knowledge of such counsel is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Purchase Contract, the Indenture or the Special Facility Use Agreement, or which, in any way, would adversely affect the validity or enforceability of the Bonds, the Indenture, the Special Facility Use Agreement, the Purchase Contract or the Letter of Representation.]

Exhibit "C-1".

(To Purchase Contract Beginning On Page 19402 Of This Journal)

[Letterhead Of Arthur Andersen & Co.]

_____ ____, 1992

Smith Barney, Harris Upham & Co.,
Incorporated
As the Underwriter named in the
Purchase Contract,
dated _____ ____, 1992, with
the City of Chicago
1345 Avenue of the Americas, 50th Floor
New York, New York 10105

Dear Sirs:

This letter is written at the request of Delta Air Lines, Inc. (the "Company"). We have audited the consolidated balance sheets of Delta Air Lines, Inc. and subsidiaries as of June 30, 19__ and 19__ and the related consolidated statements of income, common stockholders' equity, and cash flows for each of the three years in the period ended June 30, ____ and the related schedules, all included in or incorporated by reference in the Company's Annual Report on Form 10-K for the year ended June 30, 19__, and incorporated by reference in the Preliminary Official Statement, dated _____, 1992, of the Chicago-O'Hare International Airport, relating to

the issuance and sale of $_____ principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project), hereinafter referred to as the "Preliminary Official Statement"; our reports dated August ____, 19__ with respect thereto are also incorporated by reference in the Preliminary Official Statement. In connection with the Preliminary Official Statement:

1. We are independent public accountants with respect to the Company within the meaning of Rule 101 of the Rules of Conduct of the American Institute of Certified Public Accountants.

2. We hereby consent to the incorporation by reference in the Preliminary Official Statement of our reports dated August ____, 19__, included or incorporated by reference in Delta Air Lines, Inc.'s Annual Report on Form 10-K for the fiscal year ended June 30, 1990 and to all references to our firm included in or incorporated by reference in the Preliminary Official Statement.

3. We have not audited any financial statements of the Company as of any date or for any period subsequent to June 30, 19__; although we have performed an audit for the year ended June 30, 19__, the purpose (and therefore the scope) of such audit was to enable us to express our opinion on the consolidated financial statements as of June 30, 19__ and for the year then ended but not on the financial statements for any interim period within that year. Therefore, we are unable to and do not express any opinion on the unaudited condensed consolidated balance sheets as of September 30, 19__, December 31, 19__ and March 31, 19__; the unaudited consolidated statements of income for the three months ended September 30, 19__ and 19__, the three months and six months ended December 31, 19__ and 19__, and the three and nine months ended March 31, 19__ and 19__; and the related unaudited consolidated statements of cash flows for the three months ended September 30, 19__ and 19__, the six months ended December 31, 19__ and 19__, and the nine months ended March 31, 19__ and 19__ included in the Company's Quarterly Reports on Form 10-Q for the quarters ended September 30, 19__, December 31, 19__, and March 31, 19__, incorporated by reference in the Preliminary Official Statement, or on the financial position, results of operations, or cash flows as of any date or for any period subsequent to June 30, 19__.

4. For purposes of this letter, we have read the minutes of meetings held on or after July 1, 19__ of the stockholders, the board of directors, and the audit, executive, finance, benefit funds investment, and personnel, compensation, and nominating

committees of the board of directors of the Company as set forth in the minute books at _____ ____, 1992, officials of the Company having advised us that the minutes of all such meetings through that date were set forth therein; and have carried out other procedures to _____ ____, 1992 (our work did not extend to the period from _____ ____, 1992 to _____ ____, 1992, inclusive), with respect to the period from July 1, 19__ to _____ ____, 1992 as follows:

a. Read the unaudited consolidated financial statement of the Company described in 3. above and included in the Company's Quarterly Reports on Form 10-Q for the quarters ended September 30, 19__, December 31, 19__, and March 31, 19__, incorporated by reference in the Preliminary Official Statement; and

b. Made inquiries of certain officials of the Company who have responsibility for financial and accounting matters as to whether the unaudited consolidated financial statements referred to under a. above are in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited fiscal 19__ consolidated financial statements incorporated by reference in the Preliminary Official Statement.

The foregoing procedures do not constitute an audit performed in accordance with generally accepted auditing standards. In addition, they would not necessarily reveal matters of significance with respect to the comments in the following paragraph. Accordingly, we make no representations as to the sufficiency of the foregoing procedures for your purposes.

5. Nothing came to our attention as a result of the foregoing procedures, however, that caused us to believe that the unaudited consolidated financial statements described in 3. above are not in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited fiscal 19__ consolidated financial statements incorporated by reference in the Preliminary Official Statement.

6. Officials of the Company have advised us that no consolidated financial statements as of any date for any period subsequent to _____ ____, 1992 are available at _____ ____, 1992; accordingly, the procedures carried out by us with respect to changes in financial statement items after March 31, 19__ have, of necessity, been even more limited than those with respect to the period from July 1, 19__ through _____ ____, 19__. We have made inquiries of certain officials of the Company who have responsibility for financial and accounting matters as to whether there was any change at _____ ____, 1992, in the capital stock or long-term debt of the Company as compared with amounts shown on the _____ ____, 19__ unaudited consolidated balance sheet incorporated by reference in the Preliminary Official Statement. On the basis of these inquiries and our reading of the minutes as described in 4., nothing came to our attention that caused us to believe that there was any such change, except in all instances for changes which the Preliminary Official Statement discloses have occurred or may occur and except that the Company issued _____ shares of common stock under its dividend reinvestment plan and _____ shares under its to stock option plans.

7. This letter is solely for the information of, and assistance to, the underwriters in conducting and documenting its investigtion of the affairs of the Company in connection with the offering of the securities covered by the Preliminary Official Statement, and it is not to be used, circulated, quoted, or otherwise referred to within or without the underwriting group for any other purpose, including but not limited to the registration, purchase, or sale of securities, nor is it to be filed with or referred to in whole or in part in the Preliminary Official Statement or any other document, except that reference may be made to it in any list of closing documents pertaining to the offering of the securities covered by the Preliminary Official Statement, and the form thereof may be set forth in the Purchase Contract.

Very truly yours,

Exhibit "C-2".

(To Purchase Contract Beginning On Page 19402
Of This Journal)

[Letterhead Of Arthur Andersen & Co.]

_____ ____, 1992.

Smith Barney, Harris Upham & Co.
Incorporated
As the Underwriter named in
the Purchase Contract, dated
_____ ____, 1992,
with the City of Chicago
1345 Avenue of the Americas, 50th Floor
New York, New York 10105

Gentlemen:

We refer to our letter of _____ ____, ____, with respect to the Preliminary Official Statement, dated _____ ____, 1992, of the Chicago-O'Hare International Airport relating to the issuance and sale of $_____ principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) hereinafter referred to as the "Preliminary Official Statement". We reaffirm as of the date hereof (and as though made on the date hereof) all statements made in that letter, except that, for purposes of this letter:

1. All references to the Preliminary Official Statement are changed to the Official Statement, dated _____ ____, 1992 relating to the issuance and sale of $_____ principal amount of Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) hereinafter referred to as the "Official Statement".

2. We hereby consent to the incorporation by reference in the Official Statement of our reports dated August ____, 19__,

included or incorporated by reference in Delta Air Lines, Inc.'s Annual Report on Form 10-K for the fiscal year ended June 30, 19__ and to all references to our firm included in the Official Statement.

3. The reading of minutes referred to in Paragraph 4 of that letter has been carried out through _____ ____, 19__.

4. The procedures and inquiries covered in Paragraph 4 of that letter were carried out to _____ ____, 19__ (our work did not extend to the period from _____ ____, 19__ through _____ ____, 19__, inclusive).

With respect to the period from _____ ____, 19__ through _____ ____, 19__, we have:

a. Read the unaudited consolidated financial statements of the Company for the month of _____ of both 19__ and 19__ furnished us by the Company, officials of the Company having advised us that no such financial statements as of any date or for any period subsequent to _____ ____, 19__ were available; and

b. Made inquiries of certain officials of the Company who have responsibility for financial and accounting matters as to whether the unaudited consolidated financial statements referred to under a. above are in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited fiscal 19__ consolidated financial statements incorporated by reference in the Official Statement.

The foregoing procedures do not constitute an audit performed in accordance with generally accepted auditing standards. Also, they would not necessarily reveal matters of significance with respect to the comments in the following paragraph. Accordingly, we make no representations as to the sufficiency of the foregoing procedures for your purposes.

5. Nothing came to our attention as a result of the foregoing procedures, however, that caused us to believe that:

a. The unaudited consolidated financial statements described in 4.a. above are not fairly presented in conformity with generally accepted accounting principles applied on a basis substantially consistent with that of the audited fiscal 19__

consolidated financial statements incorporated by reference in the Official Statement.

b. (i) At _____ ____, 19__, there was any change in the capital stock or long-term debt of the Company as compared with amounts shown on the _____ ____, 19__ unaudited consolidated balance sheet incorporated by reference in the Official Statement, except in all instances for changes which the Official Statement discloses have occurred or may occur; (ii) at _____ ____, 19__, there was any decrease in net assets as compared with the amount shown in the _____ ____, 19__ audited consolidated balance sheet incorporated by reference in the Official Statement, except for any decrease which the Official Statement discloses has occurred or may occur; or (iii) for the period from _____ ____, 19__ through _____ ____, 19__, there were any decreases, as compared with the corresponding period in the preceding year, in total revenues or in the total or per share amounts of net income, except in all instances for decreases which the Official Statement discloses have occurred or may occur.

6. As mentioned in 4.a., officials of the Company have advised us that no consolidated financial statements as of any date for any period subsequent to _____ ____, 19__ are available at _____ ____, 19__; accordingly, the procedures carried out by us with respect to changes in financial statement items after April 30, 1991 have, of necessity, been even more limited than those with respect to the period referred to in 4. We have made inquiries of certain officials of the Company who have responsibility for financial and accounting matters as to whether there was any change at _____ ____, 19__ in the capital stock or long-term debt of the Company as compared with amounts shown on the June 30, 19__ audited consolidated balance sheet incorporated by reference in the Official Statement. On the basis of these inquiries and our reading of the minutes as described in 3., nothing came to our attention that caused us to believe that there was any such change, except in all instances for changes which the Official Statement discloses have occurred or may occur and except that the Company issued ____ shares of common stock under its dividend reinvestment and stock purchase plan and ____ shares under its stock option plans.

7. This letter is solely for the information of, and assistance to, the underwriters in conducting and documenting its investigation of the affairs of the Company in connection with the offering of the

securities covered by the Official Statement, and it is not to be used, circulated, quoted, or otherwise referred to within or without the underwriting group for any other purpose, including but not limited to the registration, purchase, or sale of securities, nor is it to be filed with our referred to in whole or in part in the Official Statement or any other document, except that reference may be made to it in any list of closing documents pertaining to the offering of the securities covered by the Official Statement, and the form thereof may be set forth in the Purchase Contract.

Very truly yours,

Exhibit "D-1".

(To Purchase Contract Beginning On Page 19402 Of This Journal)

Opinion Of Senior Vice President-General Counsel Of Delta Air Lines, Inc.

_____ ____, 1992

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

Smith Barney, Harris Upham & Co.,
Incorporated
As the Underwriter named in the
Purchase Contract, dated
_____, 1992, with
the City of Chicago
1345 Avenue of the Americas, 50th Floor
New York, New York 10105

Ladies and Gentlemen:

The following opinion is furnished by the undersigned in connection with the issuance of $_____ principal amount of Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the "Bonds") to be issued by the City of Chicago, Illinois (the "Issuer"), the net proceeds of which are to be used for the purposes described in the Issuer's Official Statement, dated _____ ____, 1992, relating to the Bonds (the "Official Statement").

As Senior Vice President-General Counsel of the Company, I have examined the statements made in the Official Statement under the caption "The Company". It is my opinion that the statements made under the caption "The Company" are true and correct and fairly summarize the matters encompassed thereby to the extent such matters are described or incorporated by reference therein (except that no opinion is expressed with respect to financial, engineering or statistical data contained therein).

Very truly yours,

Robert S. Harkey,
Senior Vice President-General
Counsel

Exhibit "D-2".

(To Purchase Contract Beginning On Page 19402
Of This Journal)

*Opinion of Senior Vice President - General Counsel
Of Delta Air Lines, Inc.*

_____ ____, 1992

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

Smith Barney, Harris Upham & Co.,
Incorporated
As the Underwriter named in the
Purchase Contract, dated
_____ ____, 1992, with
the City of Chicago
1345 Avenue of the Americas, 50th Floor
New York, New York 10105

Ladies and Gentlemen:

The following opinion is furnished by the undersigned in connection with the issuance of $_____ principal amount of Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the "Bonds"), to be issued by the City of Chicago, Illinois (the "Issuer"), the net proceeds of which are to be used for the purposes described in the Issuer's Official Statement, dated _____ ____, 1992, relating to the Bonds (the "Official Statement").

As used herein, the "Purchase Contract" is the Purchase Contract, dated _____ ____, 1992, by and between Smith Barney, Harris Upham & Co. Incorporated (the "Underwriter") and the Issuer; the "Letter of Representation" is the Letter of Representation, dated _____ ____, 1992, from Delta Air Lines, Inc. (the "Company") to the Issuer and the Underwriter; and the "Special Facility Use Agreement" is the Special Facility Use Agreement, dated as of August 1, 1982, as supplemented and amended, by and between the Company and the Issuer.

As Senior Vice President-General Counsel of the Company, I have examined the statements made in the Official Statement under the caption "The Company". It is my opinion that the statements made under the caption "The Company" are true and correct and fairly summarize the matters encompassed thereby to the extent such matters are described or incorporated by reference therein (except that no opinion is expressed with respect to financial, engineering or statistical data contained or incorporated by reference therein).

As Senior Vice President-General Counsel of the Company, I am also of the opinion that:

1. The Company has been duly incorporated and organized and is validly existing and in good standing under the laws of the State of Delaware with full corporate power to own, lease and operate the properties now owned, leased or operated by it, as the case may be, at the Chicago-O'Hare International Airport, and to conduct and perform the business now being conducted by it as described or incorporated by reference in the Official Statement, including in particular under the caption "The Company" therein, and to execute and deliver and perform its obligations under the Special Facility Use Agreement and the Letter of Representation.

2. The Company is duly licensed and qualified to do business and is in good standing as a foreign corporation authorized to do business in the State of Illinois and is duly licensed or qualified to do business and is in good standing as a foreign corporation authorized to do business in all other States and jurisdictions wherein the character of the properties owned or the nature of the activities conducted, in the opinion of the Company, make such license or qualification necessary and wherein a failure to be licensed or qualified would have a material adverse effect on the financial condition of the Company.

3. The Special Facility Use Agreement and the Letter of Representation have been duly authorized, executed and delivered by the Company and, assuming proper authorization, execution and delivery or acceptance by the other parties thereto, constitute legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and to general principles of equity and, in the case of the Special Facility Use Agreement and the Letter of Representation, further subject to the extent rights to indemnification may be limited under applicable law.

4. The execution and delivery by the Company of the Special Facility Use Agreement and the Letter of Representation and the performance by the Company of its obligations thereunder (a) do not conflict with, or result in a breach or violation of, or constitute a default under, any provision of any indenture, mortgage, deed of trust, resolution, loan agreement, note agreement, lease, judgment or decree or any other agreement or instrument of which I have knowledge and to which the Company is a party or by which it is bound (except for any such conflicts, breaches, violations or defaults that would not materially adversely affect the transactions contemplated by any of the Purchase Contract, the Letter of Representation or the Official Statement or the financial condition of the Company or which would not adversely affect the validity or enforceability of those provisions of the Indenture, the Bonds, the Special

Facility Use Agreement, the Purchase Contract or the Letter of Representation which relate to or could impact the full and timely payment of debt service on the Bonds), and (b) do not conflict with, or result in a breach or violation of, or constitute a default under, its certificate of incorporation or bylaws.

5. To the best of my knowledge, after reasonable investigation, no consent, approval or other action by any governmental authority or agency is required to be obtained by the Company in connection with the execution and delivery by the Company of the Special Facility Use Agreement and the Letter of Representation; provided, however, that no opinion is expressed herein concerning compliance with the federal securities laws or securities or "Blue Sky" laws of the various jurisdictions of the United States of America.

6. Except as disclosed in the Official Statement, I have no knowledge of any action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any judicial or administrative court or agency, other than as described in the Official Statement (or incorporated by reference therein), pending or threatened against the Company, nor to the best of my knowledge is there any basis therefor, which the Company's opinion is likely to materially adversely affect the transaction contemplated by any of the Purchase Contract, the Letter of Representation or the Official Statement or the financial condition of the Company or adversely affect the validity or enforceability of the Indenture, the Bonds, the Special Facility Use Agreement, the Purchase Contract or the Letter of Representation.

The foregoing opinions are subject to the qualification that I am qualified to practice law in the State of Georgia and I do not purport to be an expert on, or to express any opinion concerning, any laws other than the laws of the State of Georgia, the General Corporate Law of the State of Delaware and the laws of the United States.

Very truly yours,

Robert S. Harkey,
Senior Vice President-General
Counsel

Exhibit "E".

(To Purchase Contract Beginning On Page 19402
Of This Journal)

Certificate Of
Delta Air Lines, Inc.

The undersigned, _____, _____ of Delta Air Lines, Inc. (the "Company"), on behalf of the Company, in response to Paragraph _____ of the Purchase Contract, dated _____ ____, 1992 (the "Purchase Contract"), between Smith Barney, Harris Upham & Co. Incorporated (the "Underwriter") and the City of Chicago, Illinois (the "Issuer") relating to $_____ principal amount of Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the "Bonds"), Does Hereby Certify as follows:

(i) As of _____ ____, 1992, being a date not earlier than the day before the date of the Closing (as defined in the Purchase Contract), the representations and warranties contained in Paragraph 1 of the Letter of Representation, dated _____ ____, 1992, from the Company to the Issuer and the Underwriter, were true and correct and, to the best of my knowledge, the Company has complied with all agreements and satisfied all conditions in its part to be performed or satisfied under the Letter of Representation at or prior to the Closing Date; provided, however, that the certifications expressed in this paragraph shall not be deemed to extend to any legal conclusions and opinions contained in such Paragraph 1.

(ii) To the best of my knowledge, there has been no material adverse change in the general affairs or in the financial position or net assets of the Company as a whole, as shown in the Official Statement or in the information incorporated by reference in the Official Statement pertaining to the Company, other than changes disclosed by or contemplated in the Official Statement or in the information incorporated by reference therein or in an amendment or supplement thereto. As used in this Certificate, the Official Statement means the Official Statement of the Issuer, dated _____ ____, 1992, relating to the Bonds.

(iii) I have examined the Official Statement and, in my opinion, except for the statements made in the Official Statement under the captions "Introduction" (other than statements therein relating to the Company), "The Issuer", "Bond Owners' Risks", "Litigation", "Underwriting" and "Tax Treatment" therein and in Appendix A thereto, as to which no opinion is expressed, the Official Statement does not contain any untrue

statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no legal position or conclusion is expressed hereby.

Witness my hand this ____ day of _____, 1992.

Delta Air Lines, Inc.

By: _____
Name:
Title:

Exhibit "F".

(To Purchase Contract Beginning On Page 19402 Of This Journal)

[Opinion of Counsel to the Trustee to the effect that:

1. The Bank is organized, existing, and in good standing as a national banking association organized under the statutes of the United States, with full corporate and other power and authority to conduct its business and affairs as a trustee.

2. The Bank has full right, power, and authority to enter into the Indenture of Trust, including the Second Supplemental Indenture of Trust, as Trustee, and to perform its obligations under, and to carry out and consummate all of the transactions involving the Bank, as Trustee, contemplated by the Indenture of Trust, including the Second Supplemental Indenture of Trust, including serving as Registrar and Paying Agent for the Bonds and authenticating and delivering the Bonds.

3. The Indenture of Trust, including the Second Supplemental Indenture of Trust, has been duly authorized, executed, and delivered by the Bank, as Trustee, and constitutes the legal, valid, and binding obligation of the Bank, as Trustee, enforceable in accordance with its terms.]

Exhibit "G".

(To Purchase Contract Beginning On Page 19402
Of This Journal)

[Opinion of Co-Counsel to the Underwriter to the effect that:

(1) The proceedings of the Issuer with respect to the authorization and issuance of the Bonds are satisfactory in form and substance in that they comply with the requirements of the Constitution of the State of Illinois.

(2) The opinions of Bond Counsel with respect to the due authorization and issuance of the Bonds and other matters related thereto and the status of interest on the Bonds under the Internal Revenue Code of 1986 are satisfactory in form and substance and the Underwriter is justified in relying thereon.

(3) The statements set forth under the captions "Bond Owners' Risks" and "Underwriting" in the Official Statement (as hereinafter defined) are accurate statements of the matters purported to be described therein.

Except as stated herein, we have not verified and are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement of the Issuer, dated _____ ____, 1992, relating to the Bonds (the "Official Statement"). We have, however, participated in the preparation of the Official Statement and have had general discussions with representatives of the Company and representatives of Arthur Andersen & Co., independent public accountants to the Company. We have also examined such documents and other instruments as we have deemed necessary or appropriate in connection with the preparation of the Official Statement. In the course of such activities, no facts came to our attention that would lead us to believe that the Official Statement (except for financial, engineering or statistical data contained therein, as to which we express no opinion, and except as to the matters described under the captions "Bond Owners' Risks" and "Underwriting", as to which the opinion set forth in paragraph (3) is expressed), as of the date of the Official Statement, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.]

Exhibit "H".

(To Purchase Contract Beginning On Page 19402 Of This Journal)

[Opinion of Illinois Counsel to the Company to the effect that:

(i) The Special Facility Use Agreement and the Letter of Representation constitute legal, valid and binding obligations of the Company, enforceable in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally and to general principles of equity, and further subject to the extent rights to indemnification may be limited under applicable law.

(ii) No consent, approval or other action by, or filing with, any governmental authority or agency of the State of Illinois is required in connection with the execution and delivery by the Company of the Special Facility Use Agreement and the Letter of Representation and the performance by the Company of its obligations thereunder; provided, however, that no opinion is expressed herein concerning compliance with the federal securities laws or securities or "Blue Sky" laws of the various jurisdictions of the United States of America.

(iii) The execution and delivery by the Company of the Special Facility Use Agreement and the Letter of Representation and the performance by the Company of its obligations thereunder do not violate or conflict with, or result in a violation of, any Constitutional provision or statute of the State of Illinois or any order, rule or regulation of any court or governmental agency or body of the State of Illinois having jurisdiction over the Company or any of its activities or properties.]

Exhibit "I".

(To Purchase Contract Beginning On Page 19402 Of This Journal)

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.

( ) 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) and 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 _____ of
Title (Type or Print)
_____, 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.

_____
Signature of Owner or Authorized Officer

_____
Name (Type or Print)

State of _____

County of _____

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

_____
Notary Public Signature

My commission expires: _____

Second Supplemental Indenture Of Trust

City Of Chicago

To

Continental Bank, National Association

As Trustee,

Dated As Of _____, 1992.

Relating To $_____

Chicago-O'Hare International Airport
Special Facility Revenue Refunding
Bonds, Series 1992.

(Delta Air Lines, Inc., Terminal Project)

Supplementing and amending an Indenture of Trust dated as of November 15, 1982, as amended, by and between the City of Chicago and Continental Bank, National Association (formerly Continental Illinois National Bank and Trust Company of Chicago), as Trustee.

This Second Supplemental Indenture of Trust (the "1992 Supplemental Indenture"), made and entered into as of _____, 1992, by and between the City of Chicago (the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, and Continental Bank, National Association (formerly, Continental Illinois National Bank and Trust Company of Chicago), a national banking association duly organized, existing and authorized to accept and execute trusts of the character set out in the Indenture, under and by virtue of laws of the United States of America, as Trustee (the "Trustee").

Witnesseth:

Whereas, The City owns and operates Chicago-O'Hare International Airport, and the City has the power to grant rights and privileges with respect thereto; and

Whereas, The City has issued its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-A, B and C (Delta Air Lines, Inc. Terminal Project) (the "1982 Bonds") for the purpose of financing a portion of the costs of the design, financing, construction and installation on land at the Airport of an expansion of an existing passenger terminal building and other facilities as more fully set forth in that certain Special Facility Use Agreement, dated as of August 1, 1982, as amended by a First Supplemental Special Facility Use Agreement, dated as of November 15, 1982 and by amendments dated May 1, 1983, June 1, 1983, August 1, 1983 (including the supplement therein contained), October 1, 1983, March 1, 1984 and April 1, 1984 (collectively, the "1982 Agreement"), between the City and Delta Air Lines, Inc. (the "Airline"); and

Whereas, The 1982 Bonds were issued pursuant to the terms and provisions of an Indenture of Trust, dated as of November 15, 1982, between the City and the Trustee, as supplemented by a Supplemental Indenture dated as of January 15, 1983 (collectively, the "1982 Indenture"); and

Whereas, At the request of the Airline, the City has now determined to issue its Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the "Series 1992 Bonds") pursuant to the 1982 Indenture to provide for the payment and retirement of a portion of the 1982 Bonds that remain outstanding, consisting of the Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-C (Delta Air Lines, Inc., Terminal Project) as herein provided; and

Whereas, Section 1101 of the 1982 Indenture provides that the City and the Trustee may, without the consent of or notice to, any Bondholders, enter into indenture supplemental to the 1982 Indenture in connection with the issuance of Additional Bonds in accordance with Section 209 of the 1982 Indenture; and

Whereas, Concurrently with the execution and delivery of this 1992 Supplemental Indenture, the City and the Airline have entered into a Third Supplemental Special Facility Use Agreement dated of even date herewith (the "1992 Supplement" and collectively with the 1982 Agreement, the "Special Facility Use Agreement"), providing for the payment by the Airline to the Trustee of amounts sufficient to pay the principal of, premium, if any, and interest on the Series 1992 Bonds; and

Whereas, The Series 1992 Bonds will be issued under and secured by the 1982 Indenture, as supplemented and amended by this 1992 Supplemental Indenture (hereinafter sometimes referred to collectively as the "Indenture"); and

Whereas, The proceeds from the sale of the Series 1992 Bonds, exclusive of accrued interest, will be used, together with certain other available funds, to purchase United States Government Obligations in an amount sufficient to provide for the payment and retirement of the 1982 Bonds on _____, 1992 (the "Refunding Date"); and

Whereas, The Series 1992 Bonds and the Trustee's certificate of authentication to be endorsed thereon are to be in substantially the following form, to wit:

[Form Of Bond]

United States Of America

State Of Illinois

City Of Chicago.

Chicago-O'Hare International Airport
Special Facility Revenue Refunding Bond, Series 1992

(Delta Air Lines, Inc. Terminal Project)

Registered No.			Registered $_____
Dated Date	Interest Rate	Maturity Date	C.U.S.I.P.

Registered Owner:

Principal Amount:

City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the registered owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal amount specified above and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal amount from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter defined Special Facility Use Agreement) with respect to which interest has been paid or duly provided for, until payment of said principal amount has been made or duly provided for, at the rate per annum specified above, payable on _____ 1 and _____ 1 of each year, commencing on _____, 1993, until payment in full of such principal amount and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate due on this Bond. Except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, principal of,

premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the principal corporate trust office of Continental Bank, National Association, in the City of Chicago, Illinois, as Trustee, or its successor in trust (the "Trustee"); provided, however, payment of the interest alone on any Interest Payment Date (as defined in the Special Facility Use Agreement) shall be (i) made to the registered owner hereof as of the close of business on the applicable record date with respect to such Interest Payment Date and shall be paid by check mailed to such registered owner hereof at his address as it appears on the registration books of the City maintained by the Trustee as Bond Registrar (or any co-registrar appointed pursuant to the provisions of the Special Facility Use Agreement) or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such owner to the Trustee given not less than fifteen (15) days prior to such Record Date; provided, each such wire transfer shall only be made with respect to an owner of Bonds who is, as of the close of business on the Record Date relating to such Interest Payment Date, an owner of $1,000,000 or more in aggregate principal amount of the Bonds, except, in each case that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the owners in whose names any such Bonds are registered at the close of business on the fifth (5th) Business Day (as defined in the Special Facility Use Agreement) next preceding the date of payment of such defaulted interest.

The Bond shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision of the State of Illinois. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof, is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon or other costs incident thereto. The Bonds are payable solely from the special facility revenues in the indenture pledged to such payment and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof nor to enforce the payment of the Bonds against any property of the City, the State of Illinois or any such political subdivision.

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

It Is Hereby Certified, Recited and Declared, That all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

In Witness Whereof, The City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal to be impressed or printed hereon and attested by the manual or facsimile signature of its City Clerk.

City of Chicago

By: [Manual or Facsimile Signature]
Mayor

[Seal]

Attest:

By: [Manual or Facsimile Signature]
City Clerk

[Form Of Trustee's Certificate Of Authentication]

Date of Authentication: _____.

This Bond is one of the Bonds described in the within-mentioned Indenture of Trust.

Continental Bank, National Association, as Trustee

By: _____
Authorized Signatory

[Form Of Reverse Of Bond]

This Bond is one of an authorized issue of bonds limited in aggregate principal amount to $_____ (the "Bonds") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under an Indenture of Trust, dated as of November 15, 1982, as amended by a Supplemental Indenture, dated as of November 15, 1983, and as further amended by a Second Supplemental Indenture of Trust, dated as of _____, 1992, between the Issuer and the Trustee (collectively, the "Indenture"), for the purpose of paying and retiring certain bonds (the "1982 Bonds") previously issued by the City to finance a portion of the cost of improving and expanding portions of Terminal 3 and the construction of Concourse L at Chicago-O'Hare International Airport and other improvements (the "Project") for use by Delta Air Lines, Inc., a Delaware corporation (the "Airline"), and for paying costs and expenses incidental thereto and to the issuance of the 1982 Bonds. Payments sufficient to provide for the payment when due of the principal of, premium, if any, and interest on the Bonds are required to be made directly to the Trustee for the account of the City by the Airline under the terms of that certain Special Facility Use Agreement, dated as of August 1, 1982, between the City and the Airline, as amended by a First Supplemental Special Facility Use Agreement, dated as of November 15, 1982 and by amendments dated May 1, 1983, June 1, 1983, August 1, 1983 (including the supplement therein contained), October 1, 1983, March 1, 1984 and April 1, 1984 (collectively, the "1982 Agreement"), as further supplemented by a Third Supplemental Special Facility Use Agreement, dated as of _____, 1992 (the "1992 Supplement" and collectively with the 1982 Agreement, the "Special Facility Use Agreement"), relating to the Bonds. [Payment of principal of, premium, if any, and interest on the Bonds has been guaranteed by the Airline directly to the Trustee for the benefit of the owners of the Bonds pursuant to a Guaranty dated as of _____, 1992 (the "Guaranty"), from the Airline to the Trustee.] The Bonds are all issued under and equally and ratably secured by and entitled to the security of a pledge and assignment of certain revenues and receipts derived by the City pursuant to the Special Facility Use Agreement, and all receipts of the Trustee credited under the provisions of the Indenture against such payments, and from any other moneys held by the Trustee under the Indenture for such purpose, and there shall be no recourse against the City or any property now or hereafter owned by it other than against said revenues and receipts. The Special Facility Agreement, and the obligations of the Airline thereunder, may under certain circumstances be assigned in whole or in part by the Airline, without the necessity of obtaining the consent of either the Trustee or the Bondholders.

This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange herefore.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture.

Interest on the Bonds shall be paid on _____ 1 and _____ 1 of each year, commencing _____ 1, 1993. Interest on the Bonds shall be computed on the basis of a 360-day year, consisting of twelve (12) thirty (30) day months.

The Bonds are subject to redemption by the City, at the direction of the Airline, at any time and from time to time, in whole or in part, on or after _____ 1, ____, upon written notice of the exercise of the option to redeem delivered to the City and the Trustee by the Airline, at the redemption prices (expressed as a percentage of the principal amount thereof) and during the redemption periods set forth below, plus accrued interest, if any, to the date fixed for redemption:

Redemption Dates	Redemption Prices

The Bonds are subject to redemption by the City, at the direction of the Airline, at any time and from time to time in whole or in part as described below, at a redemption price equal to 100% of the principal amount thereof, without redemption premium, plus accrued interest, if any, to the date fixed for redemption, upon the occurrence of any of the following events:

(a) the Airline shall have determined, in its sole discretion, that the continued operation of the Project or a substantial portion thereof is impractical, uneconomical or undesirable for any reason, including, without limitation, the imposition upon the Airline with respect thereto of unreasonable burdens or excessive liabilities, which shall be deemed to include, without limitation, the imposition or substantial increase of ad valorem property taxes or taxes on the leasing or use of such Project or a substantial portion thereof or on amounts payable with respect thereto; or

(b) all or a substantial portion of the Project shall have been damaged, destroyed, condemned, taken by eminent domain or sold under a reasonably apprehended threat of condemnation of the Project or portion thereof or the use or control thereof shall have been condemned or taken by eminent domain or sold under a reasonably apprehended threat of condemnation as to render the Project or a substantial portion thereof unsatisfactory for their intended uses, as determined by the Airline in its sole discretion; or

(c) the operation of the Project or a substantial portion thereof shall have been enjoined or prevented or shall otherwise have been prohibited by, or shall conflict with, any order, decree, rule or regulation of any court or of any federal, state or local regulatory body, administrative agency or other governmental body.

The Bonds shall be redeemed by the City, in whole, or in such part as described below, at a redemption price equal to 100% of the principal amount thereof, without redemption premium, plus accrued interest, if any, to the redemption date, within 180 days following the receipt by the Trustee of written notice from a current or former registered owner of a Series 1992 Bond or from the Airline of (i) the issuance of a published or private ruling or a technical advice memorandum by the Internal Revenue Service in which the Airline participated or has been given the opportunity to participate, and which ruling or memorandum the Airline, in its discretion, does not contest or from which no further right of appeal exists, or (ii) a final determination, from which no further right of appeal exists, of any court of competent jurisdiction in the United States in a proceeding in which the Airline has participated or has been a party, or has been given the opportunity to participate or be a party (either such event being a "Determination of Taxability"), in each case, to the effect that, as a result of a failure by the Airline to observe any covenant or agreement of the Special Facility Use Agreement or the inaccuracy of any Airline representation or warranty therein, the interest on the Bonds is included in the gross income of the owners thereof for federal income tax purposes, other than a person who is a "substantial user" or a "related person" within the meaning of the Code; provided, however, that no such Determination of Taxability shall be considered to exist unless (i) the registered owner or former registered owner of the Bond involved in such proceeding or action (A) gives the Airline and the Trustee prompt notice of the commencement thereof, and (B) (if the Airline agrees to pay all expenses in connection therewith) offers the Airline the opportunity to control unconditionally the defense thereof, and (ii) either (A) the Airline does not agree within 30 days of receipt of such offer to pay such expenses and liabilities and to control such defense, or (B) the Airline shall exhaust or choose not to exhaust all available proceedings for the contest, review, appeal or rehearing of such decree, judgment or action which the Airline determines to be appropriate. No Determination of Taxability described above will result from the inclusion of interest on any Bond in the computation of minimum or indirect taxes or if the events which

would otherwise give rise to a Determination of Taxability are the result of a change in the Code or the Income Tax Regulations promulgated pursuant to the Code enacted and becoming effective after the date of issuance of the Bonds. All of the Bonds shall be redeemed upon a Determination of Taxability as described above unless, in the opinion of Bond Counsel, redemption of a portion of the Bonds would have the result that interest payable on the remaining Bonds outstanding after the redemption would not be so included in any such gross income.

If all of the Bonds are redeemed as provided herein, then the failure by the Airline to observe or perform a covenant or agreement in the Special Facility Use Agreement or the inaccuracy of any representation or warranty made by the Airline in the Special Facility Use Agreement which results in a Determination of Taxability shall not constitute an Event of Default under the Indenture or the Special Facility Use Agreement and payment of the redemption price specified herein shall constitute full and complete payment and satisfaction to the registered owners of the Bonds for any claims, damages, costs or expenses arising out of or based upon such failure by the Airline.

If the lien of the Indenture has been defeased prior to a Determination of Taxability, the Bonds will not be subject to redemption in the manner described in this Section, except for any redemption provided for in connection with such defeasance.

[The Bonds shall also be redeemed by the City in whole on any date prior to maturity at a redemption price equal to 100% of the principal amount thereof, without redemption premium, plus accrued interest, if any, to the redemption date, in the event that the Airport Use Agreement shall have expired or been terminated in accordance with its terms (unless the Airport Use Agreement shall have been replaced with another agreement of similar tenor and effect).]

Notice of any such redemption must be given to the owners of the Bonds by first class mail, postage prepaid, at least thirty (30) days prior to the redemption date.

This Bond and all other Bonds of the issue of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and pursuant to ordinances adopted by the City Council of the City, which ordinances authorized the execution and delivery of the Indenture. This Bond and the issue of which it forms a part are limited obligations of the Issuer payable solely from the amounts derived under the Special Facility Use Agreement [or the Guaranty] and pledged under the Indenture consisting: (i) all amounts payable from time to time by the Airline with respect to the Bonds pursuant to the Special Facility Use Agreement and all receipts of the Trustee credited under the provisions of the Indenture against said amounts payable [and (ii) any amounts payable

from time to time by the Airline with respect to the Bonds pursuant to the Guaranty].

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

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If one of certain events of default as defined in the Indenture occurs and is continuing, the principal of all Bonds then outstanding issued under the Indenture may be declared due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

The City, the Trustee, and any agent of the City or the Trustee may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein and in the Indenture provided and for all other purposes, whether or not this Bond is overdue, and neither the City, the Trustee, nor any such agent shall be affected by notice to the contrary.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if United States Government Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[Form Of Assignment]

For Value Received, The undersigned sells, assigns and transfers unto

_____
(Name and Address of Assignee)

the within Bond of the City of Chicago and does hereby irrevocably constitute and appoint _____ to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signatures must be guaranteed by a commercial bank or trust company or by a member of the New York Stock Exchange, Inc.

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

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations.

Ten. Com.	--	as tenants in common
Ten. Ent.	--	as tenants by the entireties
Jt. Ten.	--	as joint tenants with right of survivorship and not as tenants in common

Unif. Gift Min. Act --

_____Custodian_____
(Cust) (Minor)

Under Uniform Gifts to Minors

Act _____
(State)

Additional abbreviations may also be used though not in the above list.

Whereas, All things necessary to make the Series 1992 Bonds, when authenticated by the Trustee and issued as in this 1992 Supplemental Indenture provided, the valid and binding limited obligations of the City and to constitute the 1982 Indenture, as supplemented and amended by this 1992 Supplemental Indenture, a valid, binding and legal instrument for the security of the Series 1992 Bonds in accordance with its terms, have been done and performed:

Now, Therefore, This 1992 Supplemental Indenture Further Witnesseth:

That the City, in consideration of the premises, of the acceptance by the Trustee of the trusts hereby and by the 1982 Indenture created, and of the purchase and acceptance of the Series 1992 Bonds by the owners thereof, and for the purpose of fixing and declaring the terms and conditions upon which the Series 1992 Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become owners thereof, and in order to secure the payment of all the Series 1992 Bonds at any time issued and Outstanding under the Indenture and the interest and the premium, if any, thereon according to their tenor, purport and effect, and in order to secure the performance and observance of all of the covenants, agreements and conditions therein and in the Indenture contained, the City has executed the Indenture and has granted, bargained, sold, conveyed, pledged and assigned by these presents does hereby grant, bargain, sell, convey, pledge and assign unto the Trustee, and to its successors and assigns, forever, all and singular the following described property (hereinafter called the "Trust Estate"):

A. Certain rights and interests of the City under and pursuant to the 1982 Agreement as amended by the 1992 Supplement pledged and assigned under the Indenture.

B. Any and all other property pledged pursuant to the Indenture.

To Have And To Hold all said properties, real, personal and mixed, tangible and intangible, pledged, assigned and conveyed by the City as aforesaid, or intended so to be, unto the Trustee and its successors in said trust and assigns forever;

In Trust, Nevertheless, Upon the terms and trusts set forth in the Indenture, for the equal and pro rata protection and benefit of the holders,

present and future, of the Series 1992 Bonds equally and ratably, without preference, priority or distinction of any over others by reason of priority in issuance or acquisition or otherwise, as if all the Series 1992 Bonds at any time Outstanding had been executed, sold, authenticated, delivered and negotiated simultaneously with the execution and delivery hereof.

This 1992 Supplemental Indenture Further Witnesseth, That the City and the Trustee hereby agree and covenant for the equal and ratable benefit of the respective owners, from time to time, of the Series 1992 Bonds, or any part thereof, as follows:

Article I.

Definitions.

Section 1.01 Definitions.

Capitalized terms used in this 1992 Supplemental Indenture, unless otherwise defined herein or unless the context otherwise requires, for all purposes of this 1992 Supplemental Indenture shall have the respective meanings specified in the 1982 Indenture or in the Special Facility Use Agreement, as appropriate.

Article II.

Authorization, Terms, Execution And Issuance Of Series 1992 Bonds.

Section 2.01 Limitation On Issuance Of Series 1992 Bonds; Authorized Amount Of Series 1992 Bonds.

(a) No Series 1992 Bonds may be issued under the Indenture except in accordance with this Article.

(b) The total principal amount of Series 1992 Bonds that may be issued under the Indenture is hereby expressly limited to $_____, except as provided in Section 2.09 of the 1982 Indenture.

Section 2.02 Authorization Of Series 1992 Bonds.

Pursuant to the Bond Ordinance, there is hereby authorized to be issued under the Indenture and secured by the Indenture an issue of Bonds of the

City designated as "City of Chicago Chicago-O'Hare International Airport, Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc., Terminal Project)". The Series 1992 Bonds shall be issuable only as fully registered Bonds without coupons in the denomination of $5,000 and any integral multiple thereof. The Series 1992 Bonds shall be numbered separately from R-1 upward.

The Series 1992 Bonds shall be dated _____, 1992, and shall bear interest payable _____, 1993 and semiannually thereafter on each succeeding _____ 1 and _____ 1 until payment of the principal thereof has been provided.

The Series 1992 Bonds shall bear interest at the rate of _____ percent (____%) per annum and shall mature on _____, 20____.

The Series 1992 Bonds are subject to prior redemption as herein set forth and shall be substantially in the form and tenor hereinabove recited with such appropriate variations, omissions, and insertions as are permitted or required by this 1992 Supplemental Indenture.

The principal of, and premium, if any, on the Series 1992 Bonds shall be payable upon presentation and surrender thereof at the principal office of the Trustee, or of its successor in trust. Payment of interest on any Series 1992 Bond shall be made to the registered owner thereof (i) by check or draft mailed by the Trustee to the registered owner at his address as it last appears on the registration books of the City kept by the Trustee as of the _____ 15 or _____ 15 immediately preceding any Interest Payment Date (the "Record Date"), or (ii) in the case of an interest payment to an owner of $1,000,000 or more in aggregate principal amount of Series 1992 Bonds as of the close of business on the Record Date, by wire transfer to such registered owner upon written request from such registered owner, which written request shall contain the wire transfer address (which shall be in the continental United States of America) to which such registered owner wishes to have such wire directed and which written request is received not less than 15 days prior to such Record Date (it being understood that such request may refer to multiple interest payments). All such payments shall be made in lawful money of the United States of America.

Section 2.03 Delivery Of Series 1992 Bonds.

Upon the execution and delivery of 1992 Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate the Series 1992 Bonds and deliver them to the original purchaser thereof as directed by the City and as hereinafter in this Section provided.

Prior to the delivery by the Trustee of any of the Series 1992 Bonds there shall be filed with and delivered to the Trustee the following:

(a) A copy, duly certified by the City Clerk of the City, of the Bond Ordinance.

(b) Originally executed counterparts of the 1992 Supplement and this 1992 Supplemental Indenture.

(c) A request and authorization to the Trustee on behalf of the City and signed by its City Comptroller to authenticate and deliver the Series 1992 Bonds to the original purchaser thereof upon payment to the Trustee, but for the account of the City, of a sum specified in such request and authorization plus accrued interest thereon to the date of delivery.

(d) A certificate signed by the Authorized Airline Representative to the effect that no Event of Default under Section 7.1 of the Special Facility Use Agreement has occurred and is continuing or will result from the issuance of the Series 1992 Bonds.

(e) A certificate signed by the Authorized City Representative to the effect that no Event of Default under Section 901(d) of the 1982 Indenture has occurred and is continuing or will result from the issuance of the Series 1992 Bonds.

(f) An opinion of Bond Counsel to the effect that the Series 1992 Bonds are the valid and binding obligations of the City and that the interest thereon is excludable from the gross income of the recipients thereof for federal income tax purposes.

(g) An opinion of Bond Counsel to the effect that all conditions precedent in the Indenture and the Special Facility Use Agreement relating to the authentication and delivery of the Series 1992 Bonds have been satisfied.

Article III.

Disposition Of Proceeds Of The Series 1992 Bonds.

Section 3.01 Source Of Payment Of Series 1992 Bonds.

The Series 1992 Bonds and all payments by the City hereunder are not general obligations of the City, and shall never constitute its indebtedness, but are the limited obligations of the City payable solely from the revenues and receipts derived by the City from the Special Facility Use Agreement as provided herein and in the 1982 Indenture and the other security pledged hereby.

Section 3.02 Disposition Of Proceeds From The Sale Of The Series 1992 Bonds And Other Moneys.

The proceeds received by the City from the sale of the Series 1992 Bonds to the original purchaser thereof shall be deposited as follows:

(a) The accrued interest received upon the sale of the Series 1992 Bonds shall be deposited to the credit of the Bond Fund.

(b) The sum of $_____ from the proceeds of the sale of the Series 1992 Bonds shall be deposited by the Trustee into the Escrow Fund pursuant to Section 3.03 hereof.

(c) The sum of $_____ from _____ shall be transferred by the Trustee to the Escrow Fund for application pursuant to Section 3.03 hereof.

Section 3.03 Escrow Fund.

The Trustee shall establish and maintain a separate account to be known as the "Escrow Fund". Concurrently with the issuance of the Series 1992 Bonds, the Trustee shall deposit in the Escrow Fund the sum of $_____ pursuant to the provisions of Section 3.02 hereof and shall apply $_____ to the purchase of certain United States Government Obligations described in Exhibit A hereto (the "Escrowed Securities") maturing as described therein, and shall hold the remainder of $_____ in cash. The Escrowed Securities and all payments of principal and interest thereon shall be held in the Escrow Fund until paid and applied as hereinafter provided.

On the Refunding Date, the Trustee shall transfer moneys held on deposit in the Escrow Fund in an amount sufficient to pay and retire the 1982 Bonds in accordance with the provisions of Section 6.02 hereof.

The Escrow Fund shall be irrevocable for the benefit of the holders of the 1982 Bonds. The Trustee shall hold the Escrow Fund as a separate trust account wholly segregated from all other funds held by the Trustee in any capacity and shall make disbursements from the Escrow Fund only in accordance with the provisions hereof. Any investment of moneys in the Escrow Fund shall be approved by Bond Counsel.

Article IV.

Redemption Of Series 1992 Bonds.

Section 4.01 Optional Redemption.

The Series 1992 Bonds are subject to redemption by the City, at the direction of the Airline, at any time and from time to time, in whole or in part, on or after _____ 1, ____, upon written notice of the exercise of the option to redeem delivered to the City and the Trustee by the Airline, at the redemption prices (expressed as a percentage of the principal amount thereof) and during the redemption periods set forth below, plus accrued interest, if any, to the date fixed for redemption:

Redemption Dates	Redemption Prices

Section 4.02 Extraordinary Optional Redemption Without Premium.

The Series 1992 Bonds are subject to redemption by the City, at the direction of the Airline, at any time and from time to time in whole or in part as described below, at a redemption price equal to 100% of the principal amount thereof, without redemption premium, plus accrued interest, if any, to the date fixed for redemption, upon the occurrence of any of the following events:

(a) the Airline shall have determined, in its sole discretion, that the continued operation of the Project or a substantial portion thereof is impractical, uneconomical or undesirable for any reason, including, without limitation, the imposition upon the Airline with respect thereto of unreasonable burdens or excessive liabilities, which shall be deemed to include, without limitation, the imposition or substantial increase of ad valorem property taxes or taxes on the leasing or use of such Project or a substantial portion thereof or on amounts payable with respect thereto; or

(b) all or a substantial portion of the Project shall have been damaged, destroyed, condemned, taken by eminent domain or sold under a reasonably apprehended threat of condemnation of the Project or portion thereof or the use or control thereof shall have been condemned or taken by eminent domain or sold under a reasonably apprehended threat of condemnation as to render the Project or a substantial portion thereof unsatisfactory for their intended uses, as determined by the Airline in its sole discretion; or

(c) the operation of the Project or a substantial portion thereof shall have been enjoined or prevented or shall otherwise have been prohibited by, or shall conflict with, any order, decree, rule or regulation of any court or of any federal, state or local regulatory body, administrative agency or other governmental body.

To exercise any such option with respect to all or a portion of the Series 1992 Bonds, the Airline shall give written notice to the Trustee, which notice shall specify the Project or portion thereof affected by the above specified events and the principal amount of Series 1992 Bonds to be redeemed. Such notice shall also specify a redemption date, which date may not be earlier than 30 days after such notice is given, and shall further specify that, as determined by the Airline, one or more of such events has occurred or one or more of such conditions is continuing, which determination shall be conclusive.

Section 4.03 Mandatory Redemption Without Premium Upon Determination Of Taxability.

The Series 1992 Bonds shall be redeemed by the City, in whole, or in such part as described below, at a redemption price equal to 100% of the principal amount thereof, without redemption premium, plus accrued interest, if any, to the redemption date, within 180 days following the receipt by the Trustee of written notice from a current or former registered owner of a Series 1992 Bond or from the Airline of (i) the issuance of a published or private ruling or a technical advice memorandum by the Internal Revenue Service in which the Airline participated or has been given the opportunity to participate, and which ruling or memorandum the Airline, in its discretion, does not contest or from which no further right of appeal exists, or (ii) a final determination, from which no further right of appeal exists, of any court of competent jurisdiction in the United States in a proceeding in which the Airline has participated or has been a party, or has been given the opportunity to participate or be a party (either such event being a "Determination of Taxability"), in each case, to the effect that, as a result of a failure by the Airline to observe any covenant or agreement of the Special Facility Use Agreement or the inaccuracy of any Airline representation or warranty therein, the interest on the Series 1992 Bonds is included in the gross income of the owners thereof for federal income tax purposes, other than a person who is a "substantial user" or a "related person" within the meaning of the Code; provided, however, that no such Determination of Taxability shall be considered to exist unless (i) the registered owner or former registered owner of the Series 1992 Bond involved in such proceeding or action (A) gives the Airline and the Trustee prompt notice of the commencement thereof, and (B) (if the Airline agrees to pay all expenses in connection therewith) offers the Airline the opportunity to control unconditionally the defense thereof, and (ii) either (A) the Airline does not agree within 30 days of receipt of such offer to pay such expenses and

liabilities and to control such defense, or (B) the Airline shall exhaust or choose not to exhaust all available proceedings for the contest, review, appeal or rehearing of such decree, judgment or action which the Airline determines to be appropriate. No Determination of Taxability described above will result from the inclusion of interest on any Series 1992 Bond in the computation of minimum or indirect taxes or if the events which would otherwise give rise to a Determination of Taxability are the result of a change in the Code or the Income Tax Regulations promulgated pursuant to the Code enacted and becoming effective after the date of issuance of the Series 1992 Bonds. All of the Series 1992 Bonds shall be redeemed upon a Determination of Taxability as described above unless, in the opinion of Bond Counsel, redemption of a portion of the Series 1992 Bonds would have the result that interest payable on the remaining Series 1992 Bonds outstanding after the redemption would not be so included in any such gross income.

If all of the Series 1992 Bonds are redeemed as provided herein, then the failure by the Airline to observe or perform a covenant or agreement in the Special Facility Use Agreement or the inaccuracy of any representation or warranty made by the Airline in the Special Facility Use Agreement which results in a Determination of Taxability shall not constitute an Event of Default under the Indenture or the Special Facility Use Agreement and payment of the redemption price specified herein shall constitute full and complete payment and satisfaction to the registered owners of the Series 1992 Bonds for any claims, damages, costs or expenses arising out of or based upon such failure by the Airline.

If the lien of the Indenture has been defeased prior to a Determination of Taxability, the Series 1992 Bonds will not be subject to redemption in the manner described in this Section, except for any redemption provided for in connection with such defeasance.

Section 4.04 Extraordinary Mandatory Redemption Without Premium.

[The Bonds shall also be redeemed by the City in whole on any date prior to maturity at a redemption price equal to 100% of the principal amount thereof, without redemption premium, plus accrued interest, if any, to the redemption date, in the event that the Airport Use Agreement shall have expired or been terminated in accordance with its terms (unless the Airport Use Agreement shall have been replaced with another agreement of similar tenor and effect).]

Article V.

Amendments To 1982 Indenture.

Section 5.01 Amendment To Section 303.

The following paragraphs are hereby added to Section 303 of the Indenture:

"Any notice of redemption given in accordance with this Section 303, unless moneys shall be received by the Trustee prior to giving such notice sufficient to pay the principal of and premium, if any, and accrued interest, if any, on the Series 1992 Bonds to be redeemed, shall state that such redemption shall be conditional upon the receipt of such moneys by the Trustee by 12:00 Noon, Chicago time, on the date fixed for redemption. If such moneys shall not have been so received such notice shall be of no force and effect, the City shall not redeem such Series 1992 Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that such moneys were not so received and such redemption did not take place. In such event, the Trustee shall promptly return the Series 1992 Bonds which it has received to the holders thereof as shown on registration books of the City.

In addition to the foregoing provisions with respect to the redemption prior to the maturity of the Bonds, the following provisions shall apply to the redemption prior to maturity of the Series 1992 Bonds:

(a) Notice of the redemption of any Series 1992 Bonds shall also set forth the following:

(1) the series name and designation and, if less than all the Series 1992 Bonds are being redeemed, certificate numbers of Series 1992 Bonds being redeemed;

(2) the C.U.S.I.P. numbers of Series 1992 Bonds being redeemed;

(3) the principal amount of Series 1992 Bonds being redeemed and the redeemed amount for each certificate (for partial calls);

(4) the redemption date;

(5) the redemption price;

(6) the date of issue;

(7) the interest rate and maturity date of the Series 1992 Bonds being redeemed;

(8) the date of mailing of notices to registered owners and information services; and

(9) the redemption agent's name and address with contact phone number.

Such notice shall further state that on the redemption date there shall become due and payable upon each Series 1992 Bond to be redeemed the redemption price thereof, or the redemption price of the specified portions of the principal thereof in the case of Series 1992 Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest shall cease to accrue and be payable.

(b) Redemption notices shall be sent by first class mail and, in addition, by certified mail, return-receipt requested, to owners of $1 Million or more of the Series 1992 Bonds.

(c) Redemption notices shall also be sent by certified mail, return-receipt requested, "FAX" or overnight delivery service with the intention that they be received at least two days prior to the date of mailing of notices to owners, to the following depositary institutions:

(1) Midwest Securities Trust Company
Capital Structures -- Call Notification
One Financial Place
440 South LaSalle Street
Chicago, Illinois 60605
FAX: (312) 663-2343

(2) The Depository Trust Company
711 Stewart Avenue
Garden City, New York 11530
Attention: Muni Reorganization Manager
FAX: (516) 227-4039 or 4190

(3) Philadelphia Depository Trust Company
Reorganization Division
1900 Market Street
Philadelphia, Pennsylvania 19103
Attention: Bond Department
FAX: (215) 496-5058

If any such trust company ceases operations, notices shall be sent to its successor (if any).

(d) Redemption notices shall also be sent by certified mail, return-receipt requested, "FAX" or overnight delivery service at least 30 days but not more than 60 days prior to the redemption date to two national information services that disseminate redemption information as determined by the Trustee.

(e) A second redemption notice shall be sent certified mail, return-receipt requested, not more than 60 days after the redemption date to any owner of a Series 1992 Bond called for redemption who has not presented Series 1992 Bonds within 30 days following the redemption date.

(f) In the event of an advance refunding of the Series 1992 Bonds, notice of such event shall be given as required above for redemptions at least 30 days but not more than 60 days prior to the redemption date.

(g) Any bondholder of $1 Million or more in principal amount of the Series 1992 Bonds may request in writing that the Trustee send to such owner a copy of any notice of redemption to an address in addition to the address of the owner thereof recorded on the registration books of the City. For purposes of this paragraph (g), the term 'bondholder' shall include any person that is a beneficial owner of Series 1992 Bonds registered in the name of a depository institution, as evidenced to the satisfaction of the Trustee.

(h) No provision of paragraphs (a) through (g) above shall constitute a condition precedent to the validity or effectiveness of any redemption of Series 1992 Bonds, and failure to comply with any such provision shall not constitute a default or any similar violation of this Indenture."

Section 5.02 Section 422 Of No Force Or Effect.

Section 422 of the 1982 Indenture is eliminated and shall be of no further force or effect.

Section 5.03 Amendment To Section 423.

Section 423 of the 1982 Indenture is amended to read as follows:

"Section 423. Maintenance Of Tax Exemption.

The City covenants that it will not take any action, or omit to take any action which is lawful and within its power to take, if such action or omission would adversely affect the exemption from Federal income taxes of the interest on any Bonds (other than the Series 1992 Bonds) issued on a tax-exempt basis.

The City covenants that it will not knowingly take any action or omit to take any action within its power to take requested by the Trustee or the Airline that would result in the interest payable on the Series 1992 Bonds being included in the gross income of the owners thereof (other than a 'substantial user' of the Project or a 'related person' as defined in Section 147(a) of the Code) for purposes of Federal income taxation, including, without limitation, by reason of Section 148 of the Code and the applicable regulations thereunder."

Section 5.04 Amendment To Section 902.

Section 902 of the 1982 Indenture is amended to read as follows:

"Section 902. Acceleration.

If an Event of Default with respect to the Prior Bonds shall occur and be continuing, the Trustee may, and upon the written request of the holders of not less than fifty percent (50%) in aggregate principal amount of the Prior Bonds then Outstanding shall, by notice in writing delivered to the City declare the principal of all the Prior Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

If an Event of Default with respect to the Series 1992 Bonds and any additional bonds issued hereunder under Sections 901(a) or (b), or a crossdefault under Sections 7.1(a), (f), (g) or (h) pursuant to Section 901(c), shall occur and be continuing, the Trustee may, and upon the written request of the holders of not less than fifty percent (50%) in aggregate principal amount of Series 1992 Bonds and any additional bonds issued hereunder then Outstanding shall, by notice in writing delivered to the City, declare the principal of all Series 1992 Bonds and any additional Bonds issued hereunder then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable."

Section 5.05 Amendment To Section 911.

The following paragraph is hereby added to Section 911 of the 1982 Indenture:

"Notwithstanding the foregoing, (a) the Trustee shall notify Bondholders within 30 days of the occurrence of an Event of Default under Section 901 or the occurrence of an event known to the Trustee which could lead to an Event of Default as a result of the passage of time or the giving of notice, or both, including any event that shall have occurred but shall not yet constitute an Event of Default by reason of any cure period provided in this Indenture; and (b) any Bondholder of $1 Million or more in principal amount of the Series 1992 Bonds may request in writing that the Trustee send a copy of any notice of default to an address in addition to the address of the owner thereof recorded on the registration books of the City. For purposes of this paragraph, the term "Bondholder" shall include any person that is a beneficial owner of the Series 1992 Bonds registered in the name of a depository institution, as evidenced to the satisfaction of the Trustee."

Section 5.06 New Section 1203.

The following new Section 1203 is hereby added to the 1982 Indenture:

"Section 1203 No Consent For Assignment Of Agreement By Airline.

Nothing in this Article XII or elsewhere in this Indenture shall be construed as requiring the consent or approval of the Trustee or any of the Bondholders to an assignment of the Agreement in whole or in part by the Airline in accordance with Section 10.24 of the Special Facility Use Agreement."

Section 5.07 New Section 1204.

The following new Section 1204 is hereby added to the 1982 Indenture:

"Section 1204 No Consent For Expansion, Modification, Alteration Or Assignment Of Leased Premises.

Nothing in this Article XII or elsewhere in this Indenture shall be construed as requiring the consent or approval of the Trustee or any of the Bondholders to the expansion, modification, alteration or assignment of the Leased Premises; provided, however, that no such expansion, modification, alteration or assignment shall be effective if such expansion, modification, alteration or assignment will adversely affect the exemption of interest on the Series 1992 Bonds from the gross income of the holders thereof for federal income tax purposes."

Section 5.08 New Section 1311.

The following new Section 1311 is hereby added to the 1982 Indenture:

"Section 1311 Insurance Provisions; Damage To Or Destruction Of Leased Premises Or Public Use Premises; Condemnation.

Sections 412, 413, 414, 415, 416, 417 and 418 of the 1982 Indenture are hereby deleted. The City's obligation to provide insurance with respect to the Leased Premises and the Public Use Premises, the use and application of the proceeds of such insurance and the use and application of the proceeds of any condemnation proceedings with respect to the Leased Premises or the Public Use Premises shall be governed exclusively by the applicable provisions of the Airport Use Agreement."

Section 5.09 Sections Of No Force Or Effect.

The following sections of the 1982 Indenture are eliminated and shall be of no further force or effect:

(a) Except with respect to certain modifications to the aircraft parking apron adjacent to Concourse L at the Airport (which the Airline, in its discretion, may construct subject to the provisions of Section 4.11 of the 1992 Supplement), the acquisition, construction, and equipping of the Project has been completed in accordance with Article IV of the 1982 Agreement, and no further work in connection with or related to the Project or otherwise shall be undertaken pursuant to Article IV of the 1982 Agreement, except as may be mutually agreed to by the City and the Airline or as otherwise may be permitted pursuant to the Airport Use Agreement; therefore, Section 421 of the 1982 Indenture is eliminated and shall be of no further force and effect.

(b) Due to the fulfillment of all obligations under Sections 9.2 and 9.3 of the 1982 Agreement, Section 411 of the 1982 Indenture is eliminated and shall be of no further force or effect.

(c) The Existing Revenue Bonds have been redeemed, and therefore Section 419 of the 1982 Indenture is eliminated and shall be of no further force or effect.

Article VI.

Refunding And Payment Of The 1982 Bonds.

Section 6.01 Notice Of Redemption.

The Trustee agrees that it will give notice that the 1982 Bonds are to be redeemed on the Refunding Date at a price of ____% of the principal amount thereof plus accrued interest to the Refunding Date. Such notice shall be in substantially the form set forth in Exhibit B hereto and shall be given in accordance with the provisions of Section 303 of the 1982 Indenture.

Section 6.02 Payment And Redemption Of 1982 Bonds.

Upon transfer of moneys on the Refunding Date from the Escrow Fund in accordance with Section 3.03 hereof, the Trustee shall deposit the same in the _____ and shall apply the same on the Refunding Date to the payment of the principal of, premium, and interest on the 1982 Bonds. Any surplus remaining in the _____ following the Refunding Date shall be transferred to the _____.

Article VII.

Miscellaneous.

Section 7.01 Book-Entry Provisions.

(a) The City designates The Depository Trust Company to act as Book-Entry Depository in connection with the Series 1992 Bonds.

(b) A Representation Letter in customary form shall be executed and delivered on behalf of the City by its City Comptroller with such changes as shall be approved by the person executing the Representation Letter on behalf of the City.

(c) The Series 1992 Bonds shall be initially issued in the form of a fully registered Series 1992 Bond. Upon initial issuance, the ownership of the Series 1992 Bonds shall be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of The Depository Trust Company.

(d) The City may determine in its sole discretion that (i) The Depository Trust Company is unwilling or unable to discharge its responsibility as

Book-Entry Depository under this 1992 Supplemental Indenture and the Representation Letter, or (ii) it is in the best interest of the City that the beneficial owners of the Bonds be able to obtain certificated Series 1992 Bonds. If the City determines as provided in (i), the City may adopt a Supplemental Indenture designating a person to act as successor Book-Entry Depository and authorizing the execution of a new Representation Letter. If a successor securities depository is appointed, that successor or its nominee shall be treated by the Trustee and the City as the sole and exclusive owner of the Series 1992 Bonds, and, as in the case of The Depository Trust Company, the responsibilities and obligations of the Trustee and the City shall be solely to that successor securities depository or *its nominee and not to any participant in the successor or any person* claiming a beneficial ownership interest in any Series 1992 Bond except as otherwise provided in Section 303 or Section 911 of the Indenture. If the City determines as provided in (i) or (ii), the City may adopt a supplement to this 1992 Supplemental Indenture providing for the execution by the City, authentication by the Trustee and delivery to the beneficial owners of the Series 1992 Bond, of certificates for their Series 1992 Bonds. The City shall provide notice of any determination made by the City under this subsection to the Book-Entry Depository as provided in the Representation Letter.

(e) In accordance with Section 207 of the 1982 Indenture, as long as any Series 1992 Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, all payments of principal of, premium, if any, or interest on the Bond so registered shall be made to Cede & Co., as nominee of The Depository Trust Company.

(f) With respect to Series 1992 Bonds registered in the registration books kept by the Trustee in the name of Cede & Co. as nominee of The Depository Trust Company, the City and the Trustee shall have no responsibility or obligation to any person owning a beneficial interest in any of the Series 1992 Bonds or any nominee of such person except as otherwise provided in Section 303 or Section 911 of the Indenture. 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 The Depository Trust Company or Cede & Co., or any brokers, dealers, banks and other financial institutions which are members of The Depository Trust Company with respect to any ownership interest in the Series 1992 Bonds, (ii) the delivery to any person, other than an owner as shown in the registration books kept by the Trustee, of any notice with respect to the Series 1992 Bonds, including any notice of redemption, except as otherwise provided in Section 303 or Section 911 of the Indenture, or (iii) the payment to any person, other than an owner as shown in the registration books kept by the Trustee, of any amount with respect to principal of, premium, if any, or interest on the Series 1992 Bonds. The City and the Trustee may treat and consider the person in whose name each Series 1992 Bond is registered in the registration books kept by the Trustee as holder and absolute owner of such Series 1992 Bond, for the purpose of registering transfers with respect to such Series 1992 Bond, and for all other purposes whatsoever, and the

City and the Trustee shall pay all principal of, premium, if any, and interest on the Series 1992 Bonds only to or upon the order for the respective owners, as shown in the registration books kept by the Trustee, and all such payments shall be valid and effective to satisfy and discharge fully the City's obligations with respect to payment of the principal of, premium, if any, or interest on the Series 1992 Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the registration books kept by the Trustee, shall be issued a certificate evidencing the obligation of the City to make payments of principal of, premium, if any, or interest on the Series 1992 Bonds.

Section 7.02 Severability.

In the event any provision of this 1992 Supplemental Indenture shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.03 Execution Of Counterparts.

This 1992 Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.04 Trustee's Privileges And Immunities.

In executing and delivering this 1992 Supplemental Indenture, the Trustee shall be entitled to all of the privileges and immunities afforded to the Trustee under the terms and provisions of the 1982 Indenture.

Section 7.05 Compliance With And Continuing Effectiveness Of 1982 Indenture.

This 1992 Supplemental Indenture is entered into in connection with the issuance of the Series 1992 Bonds as Additional Bonds pursuant to Section 2.09 of the 1982 Indenture and the 1982 Agreement, respectively, and in compliance with the provisions thereof with respect to the issuance of Additional Bonds. This 1992 Supplemental Indenture supplements and amends the 1982 Indenture, but, except as supplemented and amended hereby, the 1982 Indenture shall remain in full force and effect as provided therein.

In Witness Whereof, The City has caused these presents to be signed in its name and behalf by its City Comptroller and its official seal to be impressed hereon and attested by its City Clerk and the Trustee has caused these presents to be signed in its name and behalf by one of its _____ and its corporate seal to be impressed hereon and attested by one of its _____, all as of the day and year first hereinabove written, but actually executed by the City on _____, 1992 and by the Trustee on _____, 1992.

City of Chicago

By: _____
City Comptroller

[Seal]

Attest:

_____
City Clerk

Continental Bank, National Association, as Trustee

By: _____
Its: _____

[Seal]

Attest:

_____
Its: _____

State of Illinois)
)
County of Cook)

I, _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are respectively, as City Comptroller and City Clerk of the City of Chicago, a municipal corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said City, and delivered the said instrument as the free and voluntary act of said City, and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 19__.

_____
Notary Public in and for
Cook County, Illinois

[Seal]

My commission expires: _____.

State of Illinois)
)
County of Cook)

I, _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are respectively, as _____ and _____ of Continental Bank, National Association, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said bank, and delivered the said instrument as the free and voluntary act of said bank and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 1992.

_____
Notary Public in and for
Cook County, Illinois

[Seal]

My commission expires: _____.

Exhibits "A" and "B" attached to this Second Supplemental Indenture of Trust read a follows:

Exhibit "A".

(To Second Supplemental Indenture Of Trust Beginning On Page 19436 Of This Journal)

Description Of Escrowed Securities.

_____

_____

_____

_____

Exhibit "B".

(To Second Supplemental Indenture Of Trust Beginning On Page 19436 Of This Journal)

Notice Of Redemption.

_____

_____

_____

_____

City Of Chicago

And

Delta Air Lines, Inc.

Third Supplemental Special Facility Use Agreement

Dated as of _____, 1992.

Relating to $_____ Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) of the City of Chicago.

Supplementing and amending a Special Facility Use Agreement dated as of August 1, 1982, as amended, by and between the City of Chicago and Delta Air Lines, Inc..

Certain Interests of the City of Chicago under the Special Facility Use Agreement, as supplemented and amended, and in certain revenues and receipts derived thereunder and hereunder have been assigned to the Trustee under the Indenture of Trust referred to herein.

This Third Supplemental Special Facility Use Agreement, dated as of _____, 1992 (the "1992 Supplement"), by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois (the "City"), and Delta Air Lines, Inc., a corporation organized, existing and qualified to do business under the laws of the State of Delaware (the "Airline").

Witnesseth:

Whereas, The City owns and operates the Airport (as defined in the Special Facility Use Agreement hereinafter referred to) known as Chicago-O'Hare International Airport, and the City has the power to grant rights and privileges with respect thereto; and

Whereas, The Airline is an air transportation company and conducts an air transportation business at the Airport; and

Whereas, The City has implemented a major redevelopment of the Airport; and

Whereas, As a part of such redevelopment the City and the Airline have entered into a Special Facility Use Agreement dated as of August 1, 1982, as amended by a First Supplemental Special Facility Use Agreement dated as of November 15, 1982 and by amendments dated May 1, 1983, June 1, 1983, August 1, 1983 (including the supplement therein contained), October 1, 1983, March 1, 1984 and April 1, 1984 (collectively, the "1982 Agreement"), providing for the design, financing, construction and installation on land at the Airport of an expansion of an existing passenger terminal building and other facilities, which expansion and facilities (collectively, the "Project" as defined in the 1982 Agreement) have been designed, constructed and installed by the Airline on behalf of the City; and

Whereas, The City has agreed in Section 4.6(a) of the 1982 Agreement to issue its Special Facility Revenue Bonds (as defined in the 1982 Agreement) from time to time at the request of the Airline for the purpose, among others, of refunding prior to maturity Special Facility Revenue Bonds previously issued by the City for the benefit of the Airline; and

Whereas, The City is authorized and empowered by the provisions of Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois to issue its Special Facility Revenue Bonds for such purpose; and

Whereas, The Airline has requested that the City issue $_____ aggregate principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Refunding Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the "Series 1992 Bonds") pursuant to the terms and provisions of an Indenture of Trust dated as of November 15, 1982, by and between the City and Continental Bank, National Association (formerly, Continental Illinois National Bank and Trust Company of Chicago), Chicago, Illinois, as Trustee (the "Trustee"), as amended by a Supplemental Indenture dated as of January 15, 1983, between the City and the Trustee (the "1982 Indenture"), and as further amended by a Second Supplemental Trust Indenture between the City and the Trustee (the "1992 Supplemental Indenture", and collectively with the 1982 Indenture, the "Indenture"), for the purpose of refunding a portion of the City's outstanding Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-C Delta Air Lines, Inc. Terminal Project (the "Prior Bonds"); and

Whereas, It is proposed that the Airline and the City enter into this Third Supplemental Special Facility Use Agreement (the "1992 Supplement" and collectively with the 1982 Agreement, the "Special Facility Use Agreement") in order to provide, among other things, for the payment by the Airline of Debt Service Payments (as defined in the 1982 Agreement) at such times and in such amounts as will be sufficient in the aggregate to enable the City to pay when due the principal of, premium, if any, and interest on the Series 1992 Bonds; and

Whereas, It is necessary and desirable to make certain amendments to the 1982 Agreement to reflect the execution and delivery by the City and the Airline of that certain Amended and Restated Airport Use Agreement and Terminal Facilities Lease, dated as of January 1, 1985 (the "Airport Use Agreement"), the termination of the 1982 Terminal Lease (as defined in the 1982 Agreement) in accordance with the terms of the 1982 Agreement and certain other matters;

Now, Therefore, In consideration of the respective representations and agreements hereinafter contained, the parties hereto agree that the 1982 Agreement shall be and the same is hereby supplemented and amended as follows:

Article I.

Definitions.

Section 1.1 Definitions In 1982 Agreement.

Capitalized terms used in this 1992 Supplement, unless otherwise defined herein or unless the context otherwise requires, for all purposes of this 1992 Supplement shall have the respective meanings specified in Article I of the 1982 Agreement.

Section 1.2 Additional Terms Defined.

As used in this 1992 Supplement, in addition to the terms defined in the recitals hereof, the following terms shall have the following meanings unless the context clearly otherwise requires:

"Airport Use Agreement" means the Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985, as amended, by and between the City and the Airline.

"Code" means the Internal Revenue Code of 1986, as amended, to the extent applicable to the Series 1992 Bonds pursuant to Section 1313 of the Tax Reform Act of 1986, and otherwise shall mean the Internal Revenue Code of 1954, as amended. References to the Code and to sections of the Code shall include relevant regulations and proposed regulations thereunder and any successor provisions to such section, regulations or proposed regulations.

"General Airport Revenue Bond Ordinance" means the 1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance, as adopted by the City Council of the City on March 31, 1983, as amended or supplemented from time to time in accordance with its terms.

"Tax Compliance Agreement" means the Tax Compliance Agreement executed and delivered concurrently with the issuance of the Series 1992 Bonds, among the City, the Trustee and the Airline.

Article II.

Representations.

Section 2.1 Representations And Covenants By The City.

The City makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation and home rule unit of local government, duly organized and existing under the laws of the state.

(b) The City is duly authorized and empowered by the provisions of Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois to enter into the transactions contemplated by this 1992 Supplement and the 1992 Supplemental Indenture and to carry out its obligations hereunder and thereunder, including the issuance and sale of the Series 1992 Bonds. By proper action of its City Council, the City has been duly authorized to execute and deliver this 1992 Supplement and the 1992 Supplemental Indenture, and to issue and sell the Series 1992 Bonds.

(c) To provide for the payment and retirement of a portion of the 1982 Bonds, the City is issuing the Series 1992 Bonds in the amount and having the terms and conditions specified in the 1992 Supplemental Indenture.

(d) The Series 1992 Bonds are to be issued under and secured by the Indenture, pursuant to which certain of the City's interests in the Special Facility Use Agreement and the Special Facility Revenues derived by the City pursuant to the Special Facility Use Agreement will be pledged and assigned to the Trustee as security for payment of the principal of, premium if any, and interest on the Series 1992 Bonds.

(e) Neither the execution and delivery of this 1992 Supplement and the 1992 Supplemental Indenture, the issuance and sale of the Series 1992 Bonds, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms and conditions of this 1992 Supplement, the 1992 Supplemental Indenture or the Series 1992 Bonds conflicts with in a material manner or results in a material breach of the terms, conditions or provisions of any restriction or any material agreement or instrument to which the City is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) The City has not assigned and will not assign any interest in the 1992 Supplement other than to secure the Series 1992 Bonds.

(g) When executed by the authorized officers of the City and the Airline, this 1992 Supplement will constitute a valid, binding and enforceable obligation of the City, subject to bankruptcy, insolvency or other laws affecting creditors' rights and remedies heretofore or hereafter enacted.

(h) To the knowledge of the City, no person holding office of the City, either by election or appointment, has any interest, either directly or indirectly in any contract being entered into or with respect to any work to be carried out in connection with the issuance and sale of the Series 1992 Bonds and upon which said officer may be called upon to act or vote.

(i) The City will not knowingly take any action or omit to take any action within its power to take requested by the Trustee or the Airline that would result in the interest payable on the Series 1992 Bonds being included in the gross income of the owners thereof (other than a "substantial user" of the Project or a "related person" as defined in Section 147(a) of the Code) for purposes of federal income taxation, including, without limitation, by reason of Section 148 of the Code and the applicable regulations thereunder.

(j) The Project is located at the Airport. The Project is located wholly within the boundaries of the City of Chicago.

(k) Except with respect to certain modifications to the aircraft parking apron adjacent to Concourse L at the Airport (which the Airline, in its discretion, may construct subject to the provisions of Section 4.11), the acquisition, construction, and equipping of the Project has been completed in accordance with Article IV of the 1982 Agreement, and no further work in connection with or related to the Project or otherwise shall be undertaken pursuant to Article IV of the 1982 Agreement, except as may be mutually agreed to by the City and the Airline or as otherwise may be permitted pursuant to the Airport Use Agreement.

(l) The City has fulfilled all obligations under Article IX of the 1982 Agreement, including the reimbursement of the Airline to the extent required thereby, and said Article IX shall have no further force and effect.

(m) The Existing Revenue Bonds have been fully paid and discharged in accordance with the Existing Revenue Bond Ordinance.

Section 2.2 Representations By The Airline.

The Airline makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Airline is a corporation duly incorporated and in good standing under the laws of the State of Delaware, is qualified to do business as a foreign corporation under the laws of the State, has the power to enter into this 1992 Supplement and by proper action has authorized the execution and delivery of this 1992 Supplement.

(b) Neither the execution and delivery of this 1992 Supplement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this 1992 Supplement, will result in a material breach of or a default under any of the terms, conditions or provisions of any material restriction or any material agreement or instrument to which the Airline is now a party or by which it is bound, or will constitute a default under any of the foregoing, or will result in the creation or imposition of any material lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Airline prohibited under the terms of any material instrument or agreement.

(c) To the knowledge of the Airline, no person holding office of the City, either by election or appointment, has any interest, either directly or indirectly, in any contract being entered into or with respect to any work to be carried out in connection with the issuance and sale of the Series 1992 Bonds and upon which said officer may be called upon to act or vote.

(d) At least 90% of the expenditures for the Cost of the Project paid from 1982 Bond proceeds (including any earnings on investment of such proceeds) were charged to the Project's capital account for Federal income tax purposes or would have been so chargeable either with a proper election by the owner of the Project under the Code or but for a proper election by the owner of the Project to deduct such amounts and represent costs incurred and paid, or to be incurred and paid, after October 15, 1981.

(e) Acquisition and construction of the Project commenced after October 15, 1981 and no portion thereof was placed into service earlier than one year prior to the date of issuance of the 1982 Bonds.

(f) Except with respect to certain modifications to the aircraft parking apron adjacent to Concourse L at the Airport (which the Airline, in its discretion, may construct subject to the provisions of Section 4.11), the acquisition, construction, and equipping of the Project has been completed in accordance with Article IV of the 1982 Agreement, and no further work in connection with or related to the Project or otherwise shall be undertaken pursuant to Article IV of the 1982 Agreement, except as may be mutually agreed to by the City and the Airline or as otherwise may be permitted pursuant to the Airport Use Agreement.

(g) The City has fulfilled all obligations under Article IX of the 1982 Agreement, including the reimbursement of the Airline to the extent

required thereby, and said Article IX shall have no further force and effect.

Article III.

Agreements Of Airline.

Section 3.1 Consent To Assignment To Trustee.

The Airline acknowledges and consents to the assignment by the City of certain rights of the City hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce such rights, remedies and privileges granted to the City hereunder. The City hereby irrevocably directs the Airline to pay to the Trustee, and the Airline hereby agrees to pay to the Trustee, the amounts payable by the Airline hereunder in respect of the Series 1992 Bonds.

Section 3.2 Payments Sufficient To Pay Principal Of And Interest On Series 1992 Bonds.

The Airline will duly and punctually pay amounts sufficient to pay the principal of, premium, if any, and interest on the Series 1992 Bonds at the dates and the places and in the manner mentioned therein, in the Indenture and this 1992 Supplement, according to the true intent and meaning hereof and thereof. The Series 1992 Bonds are "Additional Bonds" under and pursuant to, and for purposes of, the Indenture.

Section 3.3 Application Of Proceeds And Other Moneys; Investments.

The Airline hereby directs the City and the Trustee to apply the proceeds from the sale of the Series 1992 Bonds in the manner specified in Section 3.02 of the 1992 Supplemental Indenture.

The Airline further covenants that it will not, and will not cause the Trustee to, make any investment or do any other act or thing during the period that any Series 1992 Bonds are Outstanding that would cause the Series 1992 Bonds to become or be classified as "arbitrage bonds" within the meaning of Section 148 of the Code or to invest any of the "gross proceeds" of the Series 1992 Bonds (as defined in Section 148 (f) (6) of the Code) at a yield that is "materially higher" than the yield of the Series 1992 Bonds, except as permitted under Section 148 of the Code. It is further understood and agreed that the Trustee shall not be required at any time to make any such investment or to do any such act.

Section 3.4 Payment Of Expense Of Issuance Of Series 1992 Bonds.

The Airline agrees to be liable and pay for any recording expenses, trustee's acceptance fees, legal fees, printing expenses and other fees and expenses incurred, or to be incurred by or on behalf of the City in connection with or as an incident to the issuance and sale of the Series 1992 Bonds.

Article IV.

Amendments To 1982 Agreement.

Section 4.1 References To 1982 Terminal Lease Ineffective.

All references contained in the 1982 Agreement to the 1982 Terminal Lease shall be ineffective.

Section 4.2 References To Airport Use Agreement.

All references contained in the 1982 Agreement to the New Airport Use Agreement shall mean the Airport Use Agreement as defined in Section 1.2 hereof.

Section 4.3 Amendment To Section 4.16.

Section 4.16 of the 1982 Agreement is amended to read as follows:

"Section 4.16 Special Arbitrage Covenants.

The Airline and the City certify and covenant with the purchaser or purchasers and holder or holders of the Bonds (other than the Series 1992 Bonds) that moneys on deposit in any fund or account in connection with the Bonds (other than the Series 1992 Bonds), whether or not such moneys were derived from the proceeds of the sale of the Bonds (other than the Series 1992 Bonds) or from any other sources, will not be used in a manner which will cause the Bonds (other than the Series 1992 Bonds) to be 'arbitrage bonds' within the meaning of Section 103 (c) of the Code and any Regulations promulgated or proposed thereunder, including Section 1.103-13, 1.103-14 and 1.103-15 of the Regulations, as the same exist on the date of this Agreement, or may from time to time hereafter be amended, supplemented or revised. The City and the Airline reserves the right, however, to make any investment of such moneys permitted by the law of the State of Illinois, if , when and to the extend that said Section

103(c) or the Regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final judgment 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 Bond Counsel, result in making the interest on the Bonds (other than the Series 1992 Bonds) subject to Federal income taxation.

The Airline certifies and covenants with the purchaser or purchasers and holder or holders of the Series 1992 Bonds that moneys on deposit in any fund or account in connection with the Series 1992 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 1992 Bonds or from any other sources, will not be used in a manner which will cause the Series 1992 Bonds to be arbitrage bonds within the meaning of the Code and any Regulations promulgated or proposed thereunder, as the same exist on the date of this Agreement, or may from time to time hereafter be amended, supplemented or revised. The Airline reserves the right, however, to make any investment of such moneys permitted by the law of the State of Illinois, if, when and to the extend that the Code or the Regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final judgment 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 Bond Counsel, result in making the interest on the Series 1992 Bonds includable in the gross income of the holder thereof for Federal income tax purposes."

Section 4.4 Amendment To Section 6.1.

Section 6.1 of 1982 Agreement is amended to read as follows:

"Section 6.1 Airline To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

The Airline agrees that during the Term of the Agreement it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided that the Airline may, without violating the agreement contained in this Section 6.1, consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it, or transfer or convey all or substantially all of its property, assets and licenses to another corporation, provided, the surviving, resulting or transfer corporation, as the case may be, if other than the Airline, (a) is a solvent corporation, (b) is qualified to do business in the State of Illinois, (c) concurrently with such transaction irrevocably and unconditionally assumes in writing, by means of an instrument delivered to the City and the Trustee, and agrees to perform, all of the obligations of the Airline herein, (d) the City and the Trustee receive

opinion of the general counsel of the Airline or, if the Airline desires, other counsel selected by the Airline, which other counsel shall be reasonably acceptable to the City, to the effect that such consolation, merger, sale or transfer complies with this Agreement, and (e) if such corporation is not organized and existing under the laws of the United States of America or any State or Territory thereof or the District of Columbia, delivers to the City and the Trustee an irrevocable consent to service of process in, and to the jurisdiction of, the courts of the State of Illinois with respect to any action or suit, at law or in equity, brought by the City or the Trustee to enforce this Agreement."

Section 4.5 Amendment To Section 7.1.

Paragraphs (d) and (e) of Section 7.1 of the 1982 Agreement are deleted in their entirety.

Section 4.6 Section 8.3 Of No Force Or Effect.

Section 8.3 of the 1982 Agreement is eliminated and shall be of no further force or effect.

Section 4.7 Amendment To Section 10.2.

The heading to Section 10.2 of the 1982 Agreement is amended to read "Assignment or Agreement by City," and the second paragraph of that section is deleted.

Section 4.8 Amendment To Section 10.18.

Section 10.18 of the 1982 Agreement is amended to read as follows:

"Section 10.18 Termination Of This Agreement.

This Agreement shall terminate if no Bonds are Outstanding.

[the Bonds are subject to mandatory redemption pursuant to Section 4.04 of the 1992 Supplemental Indenture in the event that the Airport Use Agreement shall have expired or shall have been terminated in accordance with its terms (unless the Airport Use Agreement shall have been replaced with another agreement of similar tenor and effect); and in such event this Agreement and all rights of the Airline hereunder to the use of the Airport, or any facilities or portions thereof, shall terminate and be of no further force or affect following the payment by the Airline of all amounts payable by the airline hereunder.

Nothing contained in this Agreement is intended or shall be construed to preclude or limit in any way the exercise by either the City or the Airline of their respective rights or remedies under the Airport Use Agreement.]"

Section 4.9 New Section 10.23.

The following new Section 10.23 is hereby added to the 1982 Agreement:

"Section 10.23 Insurance Provisions; Damage To Or Destruction of Leased Premises And Public Use Premises; Condemnation.

Sections 4.19, 4.20, 4.21, 4.22, 5.1, 5.2 and 5.3 of the 1982 Agreement are hereby deleted. The City's and the Airline's obligation to provide insurance with respect to the Leased Premises and the Public Use Premises, the use and application of the proceeds of such insurance and the use and application of the proceeds of any condemnation proceedings with respect to the Leased Premises or the Public Use Premises shall be governed exclusively by the applicable provisions of the Airport Use Agreement."

Section 4.10 New Section 10.24.

The following new Section 10.24 is hereby added to the 1982 Agreement:

"Section 10.24 Assignment.

Upon a legal and binding assignment by the Airline of all or a portion of its Exclusive Use Premises under the Airport Use Agreement following the prior written consent of the City thereto pursuant to Section 22.01 of the Airport Use Agreement, this Agreement may be assigned in whole or in part by the Airline with the prior written consent of the City to such assignment (the procedure for obtaining such consent to be governed by the provisions of Section 22.01 of the Airport Use Agreement to the extent practicable), but without the necessity of obtaining the consent of the Trustee, subject, however, to each of the following conditions:

(i) No assignment (other than pursuant to Section 6.1 hereof with respect to the Airline) shall relieve the Airline from liability for any of its obligations hereunder, and in the event of any such assignment the Airline shall continue to remain liable for payment of the amounts specified in Section 3.3 of the 1982 Agreement and Section 3.2 of this 1992 Supplement and for performance and observance of the other covenants, warranties, representations and agreements on its part under this Special Facility Use Agreement provided to be performed and observed to the same extent as though no assignment had been made;

(ii) The assignee shall assume, in writing, the obligations of the Airline under this Special Facility Use Agreement to the extent of the interest assigned; and

(iii) The Airline shall, at least five days prior to any such assignment, provide the City and the Trustee with written notice thereof and promptly, but in any event no later than 30 days, after such event, furnish or cause to be furnished to the City and to the Trustee a true and complete copy of such assignment and two executed counterparts of an *assumption of obligations agreement.*"

Section 4.11 Letter Agreement.

The Airline has the option to construct or have constructed certain modifications to the aircraft parking apron adjacent to Concourse L at the Airport in accordance with a Letter Agreement between the City and the Airline substantially in the form attached hereto (the "Letter Agreement"), which Letter Agreement may contain such modifications as approved by the Director of Aviation of the City.

Article V.

Option And Obligations Of Airline To Prepay Series 1992 Bonds.

Section 5.1 Option To Prepay Series 1992 Bonds.

The Airline shall have, and is hereby granted, the option to prepay the amounts payable hereunder in whole at any time or in part from time to time (a) to provide for the redemption of the Series 1992 Bonds pursuant to the provisions of Article IV of the 1992 Supplemental Indenture or (b) to provide for the defeasance of the Bonds pursuant to Article VIII of the Indenture. In the event the Airline elects to provide for the redemption of Series 1992 Bonds as permitted by this Section, the Airline shall notify and instruct the Trustee in accordance with Section 5.3 hereof to redeem all or any portion of the Series 1992 Bonds in advance of maturity.

Section 5.2 Obligations To Prepay Series 1992 Bonds.

The Airline covenants and agrees that if all or any part of the Series 1992 Bonds are called for redemption in accordance with the Indenture or become subject to mandatory redemption, it will prepay the amounts due and to become due hereunder in whole or in part in an amount sufficient to redeem

such Series 1992 Bonds on the date fixed for the redemption of the Series 1992 Bonds.

Section 5.3 Notice Of Prepayment; Amount To Be Prepaid.

(a) Unless otherwise provided in Section 5.1 or Section 5.2 hereof, following either (i) the exercise of the options granted to the Airline in Section 5.1 hereof, or (ii) the occurrence of an event described in Section 5.2 hereof giving rise to the obligation to prepay the amounts due hereunder, the Airline shall give 40 days prior written notice of prepayment of such amounts to the City and to the Trustee, if any of the Series 1992 Bonds shall then be unpaid or provision for payment shall not have been made in accordance with the provisions of the Indenture. On the date fixed for redemption of the Series 1992 Bonds as specified in such notice, there shall be deposited with the Trustee from payments by the Airline as required by Section 5.1 or Section 5.2 hereof, as appropriate, for payment into the Bond Fund the amount required in subsection (b) of this Section. The notice shall provide for the date of the application of the prepayment made by the Airline hereunder to the redemption of the Series 1992 Bonds in whole or in part pursuant to a call for redemption and shall specify the redemption date.

(b) The amount payable by the Airline hereunder upon either (i) the exercise of the option granted to the Company in Section 5.1 hereof, or (ii) the occurrence of events specified in Section 5.2 hereof shall be, to the extent applicable and except as otherwise provided in Article V of the Indenture, the sum of the following:

(1) the amount of money that, when added to the moneys on deposit in the Bond Fund prior to the prepayment being made, will be sufficient to provide the amount necessary to redeem the Series 1992 Bonds or portions thereof to be redeemed on the date selected for such redemption, including, without limitation, principal, redemption premium, if any, and all interest accrued and to accrue to said redemption date and redemption expenses; plus

(2) in the event all of the Series 1992 Bonds are to be retired, an amount equal to the Trustee's reasonable fees and expenses under the Indenture accrued and to accrue until the final payment and redemption of the Series 1992 Bonds.

(c) Any prepayment made pursuant to Section 5.1 or Section 5.2 hereof shall be deposited into the Bond Fund. No prepayment or investment of the proceeds thereof (including for this purpose proceeds from the reinvestment thereof) shall be made that shall cause the Series 1992 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 5.4 Relative Position Of Options And Indenture.

The options granted to the Airline in this Article shall be and remain prior and superior to any rights of the City to redeem all or a portion of the Series 1992 Bonds as may be provided in the Indenture and except as the contrary is expressly provided herein may be exercised whether or not the Airline is in default hereunder.

Section 5.5 Termination At Expiration Of Term.

At the acceleration, termination or expiration of the term of this Special Facility Use Agreement and following full payment of the Series 1992 Bonds or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions of this Special Facility Use Agreement and the Indenture, the City shall deliver to the Airline any documents and take or cause the Trustee to take such actions as may be requested of it to effectuate the cancellation and evidence the termination of this Special Facility Use Agreement. Termination of this Special Facility Use Agreement shall not affect the respective rights and obligations of the City and the Airline under the Airport Use Agreement.

Article VI.

Miscellaneous Provisions.

Section 6.1 Severability.

In case any one or more of the provisions contained in this 1992 Supplement shall be invalid, illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 6.2 Counterparts.

This 1992 Supplement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this 1992 Supplement is to be deemed an original thereof and all counterparts collectively are to be deemed but one instrument.

Section 6.3 1982 Agreement Confirmed As Supplemented And Amended.

Except as supplemented and amended by this 1992 Supplement, all of the

provisions of the 1982 Agreement shall remain in full force and effect; and from and after the date of execution and delivery of this 1992 Supplement the 1982 Agreement shall be supplemented and amended in the manner herein set forth.

In Witness Whereof, The City has executed this 1992 Supplement by causing its name to be hereunto subscribed by its City Comptroller and its official seal to be impressed hereon and attested by its City Clerk, and the Airline has executed this 1992 Supplement by causing its corporate name to be hereunto subscribed by its Senior Vice President, and its corporate seal to be impressed hereon and attested by its Secretary or Assistant Secretary, all being done as of the day and year first above written but actually executed by the Airline on _____, 1992, and by the City on _____, 1992.

City of Chicago

By: _____
City Comptroller

[Seal]

Attest:

_____
City Clerk

Delta Air Lines, Inc.

By: _____
Its Senior Vice President

[Seal]

Attest:

Its: _____

State of Georgia)
)
County of Fulton)

I, _____ a notary public in and for the said County in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are respectively, as _____ and _____ of Delta Air Lines, Inc., a Delaware corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said company, and delivered the said instrument as the free and voluntary act of said company and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 1992.

_____
Notary Public in and for Fulton County, Georgia

[Seal]

My commission expires: _____

State of Illinois)
)
County of Cook)

I, _____, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are respectively, as City Comptroller and City Clerk of the City of Chicago, a municipal corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said City, and delivered the said instrument as the free and voluntary act of said City, and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 19__.

_____
Notary Public in and for
Cook County, Illinois

[Seal]

My commission expires: _____.

[Letter Agreement attached to this Third Supplemental Special Facility Use Agreement unavailable at the time of printing.]

Preliminary Official Statement Dated _____, 1992.

New Issue -- Book-Entry Only.

$_____

City Of Chicago

Chicago-O'Hare International Airport

Special Facility Revenue Refunding Bonds, Series 1992.

(Delta Air Lines, Inc. Terminal Project)

The Series 1992 Bonds are limited obligations of the City of Chicago, Illinois (the "Issuer") payable solely from and secured solely by a pledge and assignment of revenues derived by the Issuer under a Special Facility Use Agreement and by other specified sources pledged and assigned under an Indenture of Trust. Debt Service Payments under the Special Facility Use Agreement are absolute and unconditional obligations of

Delta Air Lines, Inc.

Dated: _____ 1, 1992 Due: _____ 1, as shown below

Interest on the Bonds will be initially payable on _____ 1, 1993, and semiannually on each _____ 1 and _____ 1 thereafter. The Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("D.T.C."). D.T.C. will act as securities depository for the Bonds. Purchases of the Bonds will be made only in book-entry form through D.T.C. participants in the denomination of $5,000 or any integral multiple thereof, and no physical delivery of Bonds will be made to purchasers. Payments of principal, redemption premium, if any, and interest on the Bonds will be made to purchasers by D.T.C. through its participants.

The Bonds will be subject to optional and mandatory redemption prior to maturity, in each case at the redemption prices, in the manner and at the times set forth herein.

For information with respect to the business and operations of the Company, see "The Company " herein. For information with respect to the security for and sources of payment of the Bonds and certain risks with respect thereto, see "Security For And Sources Of Payment Of the Bonds" and "Bond Owners' Risks" herein.

In the opinion of Katten Muchin & Zavis (Borge and Pitt), Chicago, Illinois, and Sanchez & Daniels, Chicago, Illinois, Counsel, under existing law, if there is continuing compliance with certain requirements of the Internal Revenue Code, as amended, interest on the Bonds will be exempt from present federal income taxes, except as described in "Matters" in this Official Statement. The Bonds are "refunding bonds" the interest on which does not constitute an item of tax preference in computing federal alternative minimum taxable income. Interest on the Bonds is not exempt from present Illinois income taxes. See "Tax Matters" herein.

$_____ _____% Series 1992 Bonds due _____ -- Price _____%

$_____ _____% Series 1992 Bonds due _____ -- Price _____%

$_____ _____% Series 1992 Bonds due _____ -- Price _____%

$_____ _____% Series 1992 Bonds due _____ -- Price _____%

$_____ _____% Series 1992 Bonds due _____ -- Price _____%

(Accrued interest to be added)

The Bonds are offered when, as and if issued by the Issuer and accepted by Smith Barney, Harris Upham & Co., Incorporated, as Underwriter, subject to prior sale, withdrawal or modification of the offer without notice, the approval of legality by Katten Muchin & Zavis, Chicago, Illinois, and Sanchez & Daniels, Chicago, Illinois, Co-Bond Counsel, and certain other conditions. Certain legal matters with regard to the Issuer are subject to the approval of Kelly R. Welsh, Esq., Corporation Counsel of the Issuer. Certain legal matters with regard to Delta Air Lines, Inc. are subject to the approval of Robert S. Harkey, Esq., its Senior Vice President-General Counsel. Certain legal matters in connection with the Bonds are subject to the approval of Wood Dawson & Hellman, New York, New York, and Haggerty, Koenig & Hill, Chicago, Illinois, Co-Counsel to the Underwriter. It is expected that delivery of the Bonds in definitive form will take place through the facilities of D.T.C. in New York, New York, on or about _____, 1992.

Smith Barney, Harris Upham & Co., Incorporated.

_____, 1992.

Red Herring Legend:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any

jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

City Of Chicago
Chicago-O'Hare International Airport

Mayor
Richard M. Daley

City Treasurer
Miriam Santos

City Clerk
Walter S. Kozubowski

City Council
Committee On Finance
Edward M. Burke, Chairman

Chief Financial Officer
Edward J. Bedore

City Comptroller
Walter K. Knorr

Budget Director
Sidonie E. Walters-Lawrence

Corporation Counsel
Kelly R. Welsh

Department Of Aviation
Commissioner Of The Department Of Aviation
Jay R. Franke

Department Of Public Works
Commissioner Of The Department Of Public Works
David S. Williams, Jr.

Special Counsel To The City
Hopkins & Sutter
Chicago, Illinois

Co-Bond Counsel
Katten Muchin & Zavis (Borge and Pitt)
Chicago, Illinois

This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy any of the Bonds in any jurisdiction to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction. No dealer, salesman or any other person has been authorized to give any information or to make any representations, other than those contained herein, in connection with the offering of the Bonds, and, if given or made, such information or representations must not be relied upon. Neither the delivery of this Official Statement nor any sale hereunder shall, under any circumstances, create any implication that there has been no change in the matters referred to herein since the date hereof.

In Connection With The Offering Of The Bonds, The Underwriters May Overallot Or Effect Transactions That Stabilize Or Maintain The Market Price Of Such Bonds At A Level Above That Which Might Otherwise Prevail In The Open Market; Such Stabilizing, If Commenced, May Be Discontinued At Any Time.

Official Statement

Relating To

$_____

City Of Chicago

Chicago-O'Hare International Airport

Special Facility Revenue Refunding Bonds, Series 1992.

(Delta Air Lines, Inc. Terminal Project)

_____, ____ 1992

Introduction.

The purpose of this Official Statement (including the cover page and Appendix A hereto) of the City of Chicago (the "Issuer") is to furnish information with respect to $_____ principal amount of Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1992 (Delta Air Lines, Inc. Terminal Project) (the "Bonds") to be issued by the Issuer. This Official Statement also furnishes information with respect to the business and operations of Delta Air Lines, Inc. (the "Company"). The Company will be absolutely and unconditionally obligated under the Special Facility Use Agreement, dated as of August 1, 1982, by and between the Issuer and the Company, as supplemented by a First Supplemental Special Use Facility Agreement, dated as of November 15, 1982, [a Second Supplemental Special Facility Use Agreement, dated as of August 1, 1983] and a [Third] Supplemental Special Facility Use Agreement, dated as of _____ 1, 1992 and as amended by amendments thereto dated May 1, 1983, June 1, 1983, August 1, 1983, October 1, 1983, March 1, 1984 and April 1, 1984 (collectively, the "Special Facility Use Agreement"), to make Debt Service Payments sufficient to pay the principal of, premium, if any, and interest on the Bonds. Such Debt Service Payments will be pledged and assigned by the City to Continental Bank, National Association (formerly Continental Illinois National Bank and Trust Company of Chicago), as Trustee (the "Trustee"), under an Indenture of Trust, dated as of November 15, 1982, as supplemented by and Supplemental Indenture of Trust, dated as of January 15, 1983, and a Second Supplemental Indenture of Trust, dated as of _____ 1, 1992 (collectively the "Indenture").

The Bonds are being issued to provide funds, together with other available moneys, to refund $_____ principal amount of the Issuer's Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-C (Delta Air Lines, Inc. Terminal Project), which were issued to pay the cost of the acquisition, construction and installation of an expansion of an existing passenger terminal building for the Company and other facilities (the "Project") at Chicago-O'Hare International Airport (the "Airport"), and related financing costs. See "Application Of Bond Proceeds" below for a description of the estimated application of the Bond proceeds. Certain defined terms are used herein. See "Definitions Of Certain Terms".

The Issuer.

The Issuer is a home rule unit of local government under the 1970 Constitution of the State of Illinois. The Bonds are being issued by the Issuer under the authority and power granted to the Issuer as a home rule unit by Article VII, Section 6(a) of the 1970 Constitution.

The Airport.

The Airport is owned and operated by the Issuer. The Airport serves as the primary commercial airport for the Chicago region, as well as an important transfer and connecting point for numerous domestic and international flights. Measured in terms of total passengers, the Airport was the busiest airport in the world in 1989 for the twenty-eighth consecutive year. In 1989, it was also the busiest airport in the world as measured by total aircraft operations. In 1989, total domestic and international passengers numbered approximately 59,215,032; aircraft operations exceeded 791,754; and air cargo volume was approximately 1,056,708 tons.

In order to improve and expand existing facilities at the Airport, the Issuer has undertaken an airport development plan (the "Airport Development Plan") which includes a series of substantial improvements to the Airport, most of which have already been completed. The Project is consistent with and will be coordinated with the Airport Development Plan. An Amended and Restated Airport Use Agreement and Terminal Facilities Lease, dated as of January 1, 1985 (the "Airport Use Agreement"), is currently in effect between the Issuer and the Company. The Issuer also has in effect separate but substantially identical agreements (the "Airport Use Agreements") with certain other air transportation companies operating at the Airport (the"Airline Parties"). The Airport Use Agreements provide for, among other things, the financing of the Airport Development Plan.

See "Litigation" and "Regulatory Proceedings And Proposed State Actions" for a discussion of certain pending litigation and regulatory proceedings relating to the Airport.

The Bonds.

General.

The Bonds will be dated _____ 1, 1992, and will mature on the dates set forth on the cover page hereof. From and after the initial issuance of the Bonds and until the maturity of the Bonds (subject to redemption prior to maturity), the Bonds will bear interest from their dated date at the interest rates per annum set forth on the cover page hereof.

The Bonds shall be deliverable at all times as fully registered Bonds without coupons in the denomination of $5,000 and any integral multiple of $5,000.

Interest on the Bonds will be initially payable on _____ 1, 1993, and semiannually on each _____ 1 and _____ 1 thereafter (an "Interest Payment Date"), to registered owners as of each _____ 15 and _____ 15, respectively (a "Record Date"). Interest will be computed on the basis of a year of 360 days consisting of twelve 30-day months, and will be payable by check or draft mailed to the registered owners as of the applicable Record Date. It will be the duty of each registered owner to notify the Trustee in writing of the address to which payments should be mailed. The principal of and redemption premium, if any, on the Bonds will be paid by check or draft to the registered owners thereof upon presentation and surrender of the Bonds at maturity, or on the date fixed for redemption prior to maturity, at the principal corporate trust office of the Trustee. If the date for the payment of the principal of, redemption premium, if any, or interest on the Bonds shall not be a "Business Day" i.e., any day other than a Saturday, a Sunday or any other day on which banks located in any of the cities in which the Principal Offices of the Trustee or the Company are located are authorized or required to remain closed, then the date for such payment shall be the next Business Day and no additional interest shall accrue as a result. The foregoing notwithstanding (and in the event the Bonds are no longer registered in the name of Cede & Co.), upon written request of a registered owner of at least $1,000,000 in principal amount of Bonds, all payments of principal of and premium, if any, and interest on the Bonds shall be paid by wire transfer in immediately available funds to an account designated by such registered owner. The Trustee is also the Registrar and Paying Agent for the Bonds.

Book-Entry-Only System.

The Bonds will be registered in the name of Cede & Co., as nominee for D.T.C.. When the Bonds are issued, ownership interests will be available to purchasers only through a book-entry system maintained by D.T.C. (the "Book-Entry-Only System"). The following discussion will not apply to Bonds if issued in physical form due to the discontinuance of the Book-Entry-Only System. See "The Bonds-Book-Entry-Only System -- Discontinuance of Book-Entry-Only System".

D.T.C. and its Participants. D.T.C. is a limited-purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. D.T.C. was created to hold securities of its participants (the "D.T.C. Participants") and to facilitate the clearance and settlement of securities transactions among D.T.C. Participants in such securities through electronic book-entry changes in accounts of the D.T.C. Participants, thereby eliminating the need for physical movement of securities certificates. D.T.C. Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations, some of which (and/or their representatives) own D.T.C.. Access to the D.T.C. system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a D.T.C. Participant, either directly or indirectly (the "Indirect Participants"). D.T.C. Participants and Indirect Participants are referred to herein as "Participants".

Purchase of Ownership Interests. The D.T.C. Participants will receive a credit balance in the records of D.T.C.. The ownership interest of each actual purchaser of each Bond (the "beneficial owner") will be recorded through the records of the D.T.C. Participants. Beneficial owners will not receive written confirmation from D.T.C. of their purchase, but beneficial owners are expected to receive a written confirmation of their purchase providing details of the Bond acquired from the Participant through which the beneficial owner entered into the transaction. Transfers of ownership interests in the Bonds will be accomplished by book entries made by D.T.C. and, in turn, by D.T.C. Participants who act on behalf of the beneficial owners. Beneficial owners will not receive certificates representing their ownership interests in the Bonds, except as specifically provided in the Indenture.

Each person for whom a Participant, as nominee, has an interest in the Bonds may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant and may desire to make arrangements with such Participant to have all notices of redemption and other communications with respect to the Bonds that may affect such person

forwarded in writing by such Participant and to be notified of all interest payments. None Of The Issuer, The Trustee Or The Company Will Have Any Responsibility Or Obligation To Such Participants Or The Persons For Whom They Act As Nominees With Respect To The Payment To, Or The Providing Of Notice For, Such Participants Or The Persons For Whom They Act As Nominees.

Payments of Principal, Redemption Premium, if any, and Interest. So long as all Bonds are registered in the name of D.T.C. or its nominee, all payments of principal, redemption premium, if any, and interest will be made to D.T.C. or its nominee, Cede & Co., as registered owner of such Bonds. Upon receipt of moneys, D.T.C.'s current practice is to immediately credit the accounts of the D.T.C. Participants in accordance with their respective holdings shown on the records of D.T.C.. Payments by D.T.C. Participants and Indirect Participants to beneficial owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such D.T.C. Participant or Indirect Participant and not of D.T.C., the Trustee, the Company or the Issuer, subject to any statutory and regulatory requirements as may be in effect from time to time. Payment of principal and interest to D.T.C. is the responsibility of the Issuer, disbursement of such payments to D.T.C. Participants shall be the responsibility of D.T.C., and disbursement of such payments to the beneficial owners shall be the responsibility of D.T.C. Participants and Indirect Participants.

Notices. Any references in this Official Statement to notices that are to be given to registered owners will be given only to D.T.C.. Except as described in the preceding sentence, conveyance of notices and other communications by D.T.C. to D.T.C. Participants, by D.T.C. Participants to Indirect Participants, and by D.T.C. Participants and Indirect Participants to beneficial owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time. Neither the issuer, the Trustee nor the Company will have any responsibility or obligation to assure that any such notice is forwarded by D.T.C. to the Participants or by any Participants to the beneficial owners.

Transfers and Exchanges of Ownership Interests. Transfers of ownership in the Bonds will be accomplished by book entries made by D.T.C. and the Participants who act on behalf of the beneficial owners. For every transfer and exchange of a Bond, the beneficial owner may be charged a sum sufficient to cover any tax, fee or other governmental charge required to be paid with respect thereto.

Transfers of Bonds. Registered ownership of the Bonds, or any portions thereof, may not be transferred on the books of the Trustee except:

(a) To any successor of D.T.C. or its nominee;

(b) To any substitute depository designated by the Company, upon the resignation of D.T.C. or its successor (or any substitute depository or its successor) from its functions as depository; or

(c) To any person, upon discontinuance of the Book-Entry-Only System as described below.

The Issuer, the Company and the Trustee may treat the registered owner of a Bond (initially, Cede & Co.) as the absolute owner thereof for all purposes of the Indenture and any applicable laws, notwithstanding any notice to the contrary received by any of them; and, except as described above, the Issuer, the Company and the Trustee shall have no responsibility for transmitting payments to, communicating with, notifying or otherwise dealing with any beneficial owners of the Bonds. Neither the issuer, the Company nor the Trustee will have any responsibility or obligation, legal or otherwise, to any party other than to the registered owners of any Bond on the registration books of the Trustee. So long as all Bonds are registered in the name of Cede & Co., the Issuer, the Company and the Trustee shall cooperate with D.T.C. or its nominee in effecting payment of the principal of, redemption premium, if any, and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made to D.T.C. when due.

Discontinuance of Book-Entry-Only System. D.T.C. may determine to discontinue providing its services with respect to the Bonds at any time by giving reasonable notice to the Issuer, the Registrar for the Bonds (initially the Trustee) and the Company and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, or (i) in the event the Company desires to use a similar book-entry system with another securities depository (reasonably acceptable to the Registrar and the Trustee and qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended) or (ii) the Company determines to discontinue participation in the system of book-entry transfer through D.T.C., at any time by giving reasonable notice to D.T.C., whenever D.T.C. or the company, as the case may be, requests the issuer and the Registrar to do so, the Registrar and the Issuer will cooperate with D.T.C. or the company, as the case may be, in taking appropriate action, to make available one or more separate certificates evidencing the Bonds to any D.T.C. Participant having Bonds credited to its D.T.C. account or the Registrar and the Issuer will cooperate with the Company in taking appropriate action to qualify the Bonds with another securities depository. In such event, the Bonds shall not longer be restricted to being registered in the registration books maintained by the Registrar for the Bonds in the name of Cede & Co., as nominee of D.T.C., but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of the Indenture. All references in the Indenture to D.T.C. or Cede & Co. shall thereafter refer to such

depository or its nominee. In addition, the Company, upon reasonable prior written notice to D.T.C., may elect to have the Issuer issue Bonds to registered owners other than D.T.C. or successor securities depository. The Bonds shall thereupon no longer be restricted to being registered in the name of Cede & Co., but may be registered in the names of the owners thereof as shall be provided by D.T.C. or a D.T.C. Participant, and subsequently in whatever name or names owners of the Bonds shall designate.

If the Bonds are issued in physical form due to the discontinuance of the Book-Entry-Only System, the provisions of the Indenture with respect to payment and registration of the Bonds which are not in the Book-Entry-Only System will apply.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through D.T.C. and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners by the Issuer or the Trustee will be given only to be D.T.C..

Redemption Prior To Maturity.

Optional Redemption of Bonds. The Bonds maturing _____ 1, ____ are not subject to optional redemption prior to maturity.

The Bonds maturing on _____ 1, ____ are subject to redemption by the Issuer, at the direction of the Company, at any time and from time to time, in whole or in part, on or after _____ 1, ____, upon written notice of the exercise of the option to redeem delivered to the Issuer and the Trustee by the Company, at the redemption prices (expressed as a percentage of the principal amount thereof) and during the redemption periods set forth below, plus accrued interest, if any, to the date fixed for redemption:

Redemption Periods (Both Dates Inclusive)	Redemption Prices (Percentage of Principal Amount)
_____ 1, ____ to ____ 31, ____	%
_____ 1, ____ to ____ 31, ____	
_____ 1, ____ and thereafter	

Extraordinary Optional Redemption Without Premium. The Bonds are subject to redemption by the Issuer, at the direction of the Company, at any time and from time to time in whole or in part as described below, at a redemption price equal to 100% of the principal amount thereof, without redemption premium, plus accrued interest, if any, to the date fixed for redemption, upon the occurrence of any of the following events:

(a) the Company shall have determined, in its sole discretion, that the continued operation of one or more of the Project or a substantial portion of one or more of the Project is impractical, uneconomical or undesirable for any reason, including, without limitation, the imposition upon the Company with respect thereto of unreasonable burdens or excessive liabilities, which shall be deemed to include, without limitation, the imposition or substantial increase of ad valorem property taxes or taxes on the leasing or use of such Project or a substantial portion thereof or on amounts payable with respect thereto; or

(b) all or a substantial portion of one or more of the Project shall have been damaged, destroyed, condemned, taken by eminent domain or sold under a reasonably apprehended threat of condemnation or such portion of one or more of the Project or the use or control thereof shall have been condemned or taken by eminent domain or sold under a reasonably apprehended threat of condemnation as to render the Project or a substantial portion of one or more of the Project unsatisfactory for their intended uses, as determined by the Company in its sole discretion; or

(c) the construction or operation of one or more of the Project or a substantial portion of one or more of the Project shall have been enjoined or prevented or shall otherwise have been prohibited by, or shall conflict with, any order, decree, rule or regulation of any court or of any federal, state or local regulatory body, administrative agency or other governmental body.

To exercise any such option with respect to all or a portion of the Bonds, the Company shall give written notice to the Trustee, which notice shall specify the Project affected by the above specified events and the principal amount of Bonds to be redeemed, including the maturity or maturities of the Bonds to be redeemed. Such notice shall also specify a redemption date, which date may not be earlier than 30 days after such notice is given, and shall further specify that, as determined by the Company, one or more of such events has occurred or one or more of such conditions is continuing, which determination shall be conclusive.

Mandatory Redemption Without Premium Upon Determination of Taxability. The Bonds shall be redeemed by the Issuer, in whole, or in such part as described below, at a redemption price equal to 100% of the principal amount thereof, without redemption premium, plus accrued interest, if any,

to the redemption date, within 180 days following the receipt by the Trustee of written notice from a current or former registered owner of a Bond or from the Company of (i) the issuance of a published or private ruling or a technical advice memorandum by the Internal Revenue Service in which the Company participated or has been given the opportunity to participate, and which ruling or memorandum the Company, in its discretion, does not contest or from which no further right of judicial review or appeal exists, or (ii) a final determination, from which no further right of appeal exists, of any court of competent jurisdiction in the United States in a proceeding in which the Company has participated or has been a party, or has been given the opportunity to participate or be a party (either such event being a "Determination of Taxability"), in each case, to the effect that, as a result of a failure by the Company to observe any covenant or agreement of the Lease or the inaccuracy of any Company representation or warranty therein, the interest on the Bonds of a series is included in the gross income of the owners thereof for federal income tax purposes, other than a person who is a "substantial user" or a "related person" within the meaning of the Internal Revenue Code of 1986 (the "Code"); provided, however, that no such Determination of Taxability shall be considered to exist unless (i) the registered owner or former registered owner of the Bond involved in such proceeding or action (A) gives the Company and the Trustee prompt notice of the commencement thereof, and (B) (if the Company agrees to pay all expenses in connection therewith) offers the Company the opportunity to control unconditionally the defense thereof, and (ii) either (A) the Company does not agree within 30 days of receipt of such offer to pay such expenses and liabilities and to control such defense, or (B) the Company shall exhaust or choose not to exhaust all available proceedings for the contest, review, appeal or rehearing of such decree, judgment or action which the Company determines to be appropriate. No Determination of Taxability described above will result from the inclusion of interest on any Bond in the computation of minimum or indirect taxes or if the events which would otherwise give rise to a Determination of Taxability are the result of a change in the Code or the Income Tax Regulations promulgated pursuant to the Code or, if applicable, the Internal Revenue Code of 1954 (the "Income Tax Regulations"), enacted and becoming effective after the date of issuance of the Bonds. All of the Bonds shall be redeemed upon a Determination of Taxability as described above unless, in the opinion of Bond Counsel, redemption of a portion of the Bonds of one or more Series or one or more maturities would have the result that interest payable on the remaining Bonds outstanding after the redemption would not be so included in any such gross income.

If All Of The Bonds Of A Series Are Redeemed As Provided Herein, Then The Failure By The Company To Observe Or Perform A Covenant Or Agreement In The Special Facility Use Agreement Or The Inaccuracy Of Any Representation Or Warranty Made By The Company In The Special Facility Use Agreement Which Results In A Determination Of Taxability With Respect To Such Series Shall Not Constitute An Event Of Default Under The Indenture Or The Special Facility Use Agreement And Payment

Of The Redemption Price Specified Herein Shall Constitute Full And Complete Payment And Satisfaction To The Registered Owners Of The Bonds For Any Claims, Damages, Costs Or Expenses Arising Out Of Or Based Upon Such Failure By The Company.

If The Lien Of The Indenture Has Been Defeased Prior To A Determination Of Taxability, The Bonds Will Not Be Subject To Redemption In The Manner Described In This Section, Except For Any Redemption Provided For In Connection With Such Defeasance. See "The Indenture -- Defeasance".

Selection of Bonds for Redemption. If less than all the Bonds shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be selected by the Trustee, in such manner as the Trustee in its discretion may deem proper, in the principal amount designated to the Trustee by the Company or otherwise as required by the Indenture; provided, however, that if, as indicated in a certificate of the Company delivered to the Trustee, the Company shall have offered to purchase all Bonds then outstanding and less than all of such Bonds shall have been tendered to the Company for such purchase, the Trustee, at the direction of the Company, shall select for redemption all such Bonds which have not been so tendered.

In selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by the then-minimum authorized denomination. If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then, upon notice of intention to redeem such unit or units, the owner of such Bond shall forthwith surrender such Bond to the Trustee for (i) payment to such owner of the redemption price of the unit or units of principal amount called for redemption, and (ii) delivery to such owner of a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the owner thereof without charge therefor. If the owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond nevertheless shall become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption (and to that extent only) and interest thereon shall cease to accrue.

Notice of Redemption. The Trustee shall give notice, in the name of the Issuer, of the redemption of Bonds, which notice shall (i) specify the Bonds to be redeemed, the date fixed for redemption, the redemption price and the place where amounts due upon such redemption will be payable (which shall be the principal corporate trust office of the Trustee) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds and the portions of such Bonds (in units of authorized denominations only) so to be redeemed,

(ii) state that, on the date fixed for redemption, the Bonds to be redeemed (or portions thereof) shall cease to bear interest, (iii) explain that the redemption is conditional upon sufficient moneys to effect such redemption being received by the Trustee by 12:00 Noon, New York City time, on the date fixed for redemption, and (iv) state that if the moneys referred to in clause (iii) shall not have been so received such notice shall be of no force and effect and that the Issuer shall not redeem such Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that such moneys were not so received and such redemption did not take place. Such notice may set forth any additional information relating to such redemption. Such notice shall be given by first-class mail (except that if an owner of Bonds owns $1,000,000 or more in aggregate principal amount of such Bonds such notice shall be given by certified mail, return receipt requested) at least 30 days prior to the date fixed for redemption to the owners of Bonds to be redeemed at the address for each such owner as shown in the registration books kept by the Trustee. The failure to duly give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds with respect to which no such failure or defect occurred. In addition, notice of redemption shall be sent by certified mail, return receipt requested, contemporaneously with such mailing to Securities Depositories (as defined in the Indenture) that are owners of Bonds to be redeemed (provided that if any such Securities Depository is also an owner of $1,000,000 or more in aggregate principal amount of such Bonds then only one such notice by certified mail, return receipt requested, need be given) and to two or more Information Services (as defined in the Indenture). A second notice of redemption shall be given by registered or certified mail, return receipt requested, mailed not less than 60 days nor more than 90 days after the redemption date to any owner of Bonds to be redeemed that has not surrendered the Bonds called for redemption, at the address shown on the registration books of the Issuer maintained by the Trustee.

Notwithstanding any of the foregoing, if there shall have occurred and be continuing an Event of Default under the Indenture, there shall be no redemption of less than all of the Bonds, unless, in the opinion of Bond Counsel, partial redemption is required to prevent or rescind a Determination of Taxability as to the Bonds remaining outstanding.

Security For And Sources Of Payment Of The Bonds.

General.

The Bonds are not general obligations of the Issuer, but are limited obligations payable solely from certain revenues and receipts derived by the Issuer under the Special Facility Use Agreement and as authorized and provided in the Indenture.

The Bonds and the interest thereon do not constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation nor give rise to a charge against its general credit or taxing powers. Neither the faith and credit nor the taxing power of the State of Illinois, the Issuer or any other political subdivision of the State of Illinois is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

The provisions of the Special Facility Use Agreement and the Indenture are summarized under "The Special Facility Use Agreement" and "The Indenture" below.

Pledge And Assignment Of The Company's Debt Service Payments.

The Bonds will be secured by an irrevocable pledge and assignment of the Debt Service Payments made by the Company under the Special Facility Use Agreement. Such payments will be pledged and assigned by the Issuer to the Trustee, under the Indenture.

Under the Special Facility Use Agreement, the Company is obligated to make Debt Service Payments in an amount sufficient to pay the principal of, premium, if any, and interest on the Bonds to the extent not provided for out of the proceeds of the Bonds. The obligation of the Company to make the Debt Service Payments shall be absolute and unconditional, and until such time as the Bonds shall have been paid in full or provision for such payment shall have been made in accordance with the Indenture, the Company will not abate, suspend, postpone or discontinue any Debt Service Payments and will not terminate the Special Facility Use Agreement for any cause.

Additional Bonds.

Under certain circumstances, at the request of the Company, the Issuer may issue Additional Bonds on a parity with the Bonds and any Additional Bonds therefore or thereafter issued and payable from the Bond Fund created and established under the Indenture for certain purposes specified in the Special Facility Use Agreement. See "The Special Facility Use Agreement -- Issuance Of Bonds By The Issuer" below. Prior to the delivery of any such Additional Bonds, the Special Facility Use Agreement must be amended to increase the Debt Service Payments by an amount at least sufficient to provide for the payment when due of the principal of, premium, if any, and interest on such Additional Bonds.

Purpose Of Issue And Plan Of Refunding.

The proceeds of the Bonds will be used, along with certain other moneys, to provide the funds required to accomplish the current refunding of the Series 1982-C Bonds. The proceeds of the sale of the Bonds, together with other available moneys, will be applied to the purchase of Government Obligations, or held in cash, which will be deposited with the Trustee to be deposited in escrow deposit fund. The Series 1982-C Bonds will be secured by, and the redemption price and interest accrued to the redemption date thereof will be payable from, such amounts on deposit in such escrow deposit fund, including the income from the temporary investment thereof. The Series 1982-C Bonds will have an express lien on the Government Obligations and all moneys in the Escrow Deposit Fund.

Application Of Bond Proceeds.

All of the proceeds of the Bonds are expected to be applied to the redemption of the Series 1982-C Bonds as described under "Purpose Of Issue And Plan Of Refunding" herein.

Bond Owners' Risks.

Payments By The Company Under Special Facility Use Agreement Constitute Principal Security For The Payment Of The Bonds.

The Bonds are limited obligations of the Issuer and are secured solely by and payable solely from the sources of payment set forth under "Security For And Sources Of Payment Of The Bonds" above. Certain rental payments the Company is obligated to make under the Special Facility Use Agreement constitute the principal security for the payment of the principal of, redemption premium, if any, and interest on the Bonds. The obligation of the Company to make such rental payments with respect to payment of the Bonds constitute an absolute and unconditional obligation of the Company. The only other source of payment of the debt service on the Bonds are certain moneys in the Bond Fund, which are limited both in nature and amount. Accordingly, it is likely that the payment in full of the debt service on the Bonds will be made only if the Company makes the required payments under the Special Facility Use Agreement.

Considerations Under The United States Bankruptcy Code.

In the event a bankruptcy case is filed with respect to the Company, a bankruptcy court could determine that the Special Facility Use Agreement

is an executory contract or unexpired lease pursuant to Section 365 of the United States Bankruptcy Code. In that event, a trustee in bankruptcy or a debtor-in-possession might reject the Special Facility Use Agreement. Under the United States Bankruptcy Code, any rejection of the Special Facility Use Agreement could result in a claim for damages, which claim would rank as that of a general unsecured creditor of the Company. If the Special Facility Use Agreement were determined to be an unexpired lease of non-residential real property, the amount of such claim would be limited to the rent payable under the Special Facility Use Agreement (without acceleration) for the greater of one year or fifteen percent (15%) of the remaining term of the Special Facility Use Agreement, but not to exceed three years, following the earlier of (i) the date the bankruptcy petition was filed, and (ii) the date on which the Issuer repossessed, or the Company surrendered, the leased property, plus any unpaid rentals under the Special Facility Use Agreement (without acceleration) on the earlier of such dates. In this event any claim with respect to Bonds that do not mature (absent acceleration) within the period of one year or fifteen percent (15%) of the remaining term of the Special Facility Use Agreement (but not in excess of three years) following the bankruptcy commencement date (i.e., the earlier of (i) or (ii) above) could be limited to the interest which would accrue on such Bonds during such period and may not permit a claim for the recovery of principal.

No representation or warranty is made by the Company or any other party that any claim under the Special Facility Use Agreement will be allowed or that any recovery on any such claim will be permitted under the United States Bankruptcy Code.

Effect On Bonds Of Merger Or Other Corporate Reorganization Of The Company.

The Company has covenanted in the Special Facility Use Agreement that, so long as the Bonds remain outstanding, it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and licenses and will not consolidate with or merge into another corporation or other entity. The Company is permitted, however, to consolidate with or merge into another corporation or other entity or to permit one or more corporations or entities to consolidate with or merge into it, or to transfer or convey all or substantially all of its property, assets or licenses to another corporation or other entity, but only on the condition that the corporation or entity resulting from or surviving such merger (if other than the Company) or consolidation or the corporation or entity to which such transfer or conveyance is made (i) expressly assumes in writing and agrees to perform all of the Company's obligations under the Special Facility Use Agreement, (ii) is qualified to do business in the State of Illinois, and (iii) if such corporation or other entity is not organized and existing under the laws of the United States of America or any State or territory thereof or the District of Columbia, irrevocably consents to service of process in, and

the jurisdiction of the courts of, the State of Illinois with respect to any action or suit, in law or in equity, brought by the Issuer or the Trustee to enforce the Special Facility Use Agreement. If the Company is the surviving corporation in such a merger, the express assumption referred to in clause (i) above is not required.

In the event the Company were to participate in a merger or other corporate reorganization permitted under the Special Facility Use Agreement, either voluntarily or otherwise, the financial condition and prospects of the surviving or resulting corporation or transferee could be materially different from those of the Company, and the security for the payment of the Bonds, and the ratings thereon and market price thereof, could be adversely affected as a result of such merger or other corporate reorganization.

Possible Loss Of Tax-Exempt Status Of Interest On Bonds.

On the date of and payment for the Bonds, Co-Bond Counsel will render their opinions with respect to the tax-exempt status of the interest on the Bonds, the form of which is set forth in Appendix A and Appendix B hereto. See "Tax Matters" herein.

In the event the interest on the Bonds is finally determined to be includable in gross income for federal income tax purposes because of a breach by the Company of its tax covenants and a resulting Determination of Taxability, the Bonds will be subject to mandatory redemption to the extent and as described under "The Bonds -- Redemption Prior To Maturity -- Mandatory Redemption Without Premium Upon Determination Of Taxability". In the event the interest on the Bonds is determined to be includable in gross income for federal income tax purposes for any reason other than as a result of a Determination of Taxability, the Bonds will not be subject to mandatory redemption. In either such event, there will be no adjustment in the interest rate on the Bonds and the owners will not be indemnified against losses sustained as a result of a determination that the interest on Bonds is not excludable from gross income for federal income tax purposes. A Determination of Taxability may not occur for a substantial period of time after interest first becomes includable in the gross income of the owners thereof for federal income tax purposes. No Determination of Taxability will result if the events that would otherwise give rise to a Determination of Taxability are the result of a change in the Code or the Income Tax Regulations, enacted and becoming effective after the date of issuance of the Bonds. Additionally, if, prior to a Determination of Taxability, the lien of the Trust Indenture has been defeased pursuant to the provisions thereof summarized under "The Indenture -- Defeasance", the Bonds will not be subject to mandatory redemption as a result of a Determination of Taxability. In certain circumstances, the loss of the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes could be retroactive to the date of issuance of

the Bonds. The tax liability of the owners of Bonds for failure to include interest on the Bonds in their gross income may extend to years for which interest was received on the Bonds, or some portion thereof, and for which the relevant statute of limitations has not yet run.

Limitation Of Remedies.

Under the terms of the Indenture and the Special Facility Use Agreement, the only Events of Default which may result in the acceleration of the Bonds are those Events of Default relating to failure to make payments on the Bonds when due or relating to the bankruptcy or insolvency of the Company. See "The Indenture -- Events of Default and Remedies", "The Special Facility Use Agreement -- Events of Default" and "The Special Facility Use Agreement -- Trustee's Remedies on Default". Remedies for other Events of Default may be limited to such other actions which may be taken at law or in equity. As described above under "Bond Owners' Risks -- Possible Loss of Tax-Exempt Status of Interest on Bonds", failure of the Company to comply with its tax covenants in the Special Facility Use Agreement or the related tax agreements would not, by itself, result in an Event of Default under the Indenture which would permit an acceleration of the Bonds unless a Determination of Taxability has occurred and the Company has failed to redeem the Bonds or such portion thereof as may be required by the Indenture.

The Company.

General.

The Company is a major air carrier engaged in domestic, overseas and foreign air transportation and is one of the largest certificated air carriers of passengers, property and mail in the United States. The Company provides scheduled air transportation over a network of routes throughout the United States, and between the United States and other countries in North America, Europe, the Middle East and Asia. As of December 31, 1991, the Company's domestic route system included 160 cities in 45 states, the District of Columbia and Puerto Rico. The Company serves 55 cities in 32 foreign countries. The Company operates hubs in Atlanta, Cinncinati, Dallas/Fort Worth, Los Angeles, Orlando and Salt Lake City. The Company also operates international hubs at New York/John F. Kennedy International Airport and Portland, Oregon, and a European hub in Frankfort, Germany. In addition to passenger services, which account for over 93% of revenues, the Company also offers air freight, mail and other related aviation services. As of December 31, 1991, the Company operated a fleet of 276 owned and 262 leased aircraft.

The Company is incorporated under the laws of the State of Delaware. The Company's principal executive offices are located at Hartsfield Atlanta International Airport, Atlanta, Georgia 30320, and its telephone number is (404)715-2600.

Recent Operating Results.

Fiscal Year Ended June 30, 1991. For the fiscal year ended June 30, 1991, the Company recorded a net loss of $324.4 Million ($7.73 primary and fully diluted loss per share after preferred stock dividend requirements) compared to net income of $302.8 Million ($5.79 primary and $5.28 fully diluted earnings per share after preferred stock dividend requirements) earned in fiscal 1990. The loss from operations totaled $450 Million in fiscal 1991, compared to operating income of $419.5 Million in fiscal 1990. These losses were primarily the result of generally weak economic conditions; the Middle East crisis which caused a sharp increase in jet fuel prices and negatively impacted traffic; increased fare competition; and other cost increases, including expenses related to the expansion of the Company's route system.

Operating revenues for the fiscal year were $9.17 Billion, an increase of 7% from the $8.58 Billion recorded in fiscal 1990. Passenger revenue increased 7% to $8.57 Billion, the result of a 5% increase in passenger traffic and a 1% gain in passenger mile yield. Cargo revenues rose to $475.5 Million as cargo ton miles grew 12%. All other revenues totaled $128.4 Million, a 4% increase over fiscal 1990.

Operating expenses totaled $9.62 Billion, 18% higher than fiscal 1990. Operating capacity grew 8% to 104.3 Billion available seat miles, and revenue plane miles increased 7%. Salaries and related costs increased 10%, principally the result of a 5% rise in the level of employment; wage increases for pilot personnel; and higher costs of employee benefits. Aircraft fuel expense increased 30%, as the average cost per gallon rose 24% and fuel gallons consumed increased 5%. Travel agency commissions rose 20%, primarily the result of an increase in passenger revenues; an increase in the percentage of tickets sold by travel agencies; and a larger percentage of passenger revenues from international operations, where commission rates are significantly higher than domestic operations.

Rentals and landing fees rose 23%, reflecting the addition of 38 leased aircraft to the Company's fleet during the year; new passenger and operating facilities; rate increases for existing facilities; and increases in landing fee rates. Aircraft maintenance materials and repairs expense increased 35%, primarily reflecting the Company's growth in operations; increased overhaul activity; higher engine material costs; and a lower level of warranty credits. All other expenses were up 20%, mainly reflecting increases in bad debt expenses; cargo commissions; depreciation and amortization; passenger service expense; and services purchased.

Nonoperating expense totaled $50.2 Million in fiscal 1991 compared to nonoperating income of $48.4 Million in fiscal 1990. Net interest expense increased $70.8 Million, reflecting a higher level of outstanding debt. Miscellaneous income decreased $26.7 Million, primarily due to lower interest income. The $500.2 Million pretax loss was reduced by an income tax credit of $162.6 Million and by the amortization of investment tax credits totaling $13.2 Million.

At June 30, 1991, long-term debt and capital lease obligations, including current maturities, totaled $2.08 Billion and common stockholders' equity was $2.46 Billion, or $49.73 per share. The Company's debt-to-equity position, excluding short-term borrowings, was 46% debt and 54% equity at June 30, 1991, compared to 34% debt and 66% equity at June 30, 1990.

Six months ended December 31, 1991. For the six months ended December 31, 1991, the Company recorded an unaudited net loss of $174.5 Million ($3.72 primary and fully diluted loss per share after preferred stock dividend requirements) and an operating loss of $210.2 Million, compared with a net loss of $259.4 Million ($6.19 primary and fully diluted loss per share after preferred stock dividend requirements) and an operating loss of $385.6 Million in six months ended December 31, 1990. The losses for the six months ended December 31, 1991, reflect a generally weak economy, intense fare competition and cost increases, particularly those associated with the expansion of the Company's route system and the acquisition of Pan Am routes in Europe, the Middle East and Asia on November 1, 1991.

Operating revenue for the six months ended December 31, 1991, totaled $5.2 Billion, an increase of 20% over the $4.3 Billion recorded in the six months ended December 31, 1990. Passenger revenues grew 19% to $4.9 Billion, as revenue passenger miles increased 17% and the average passenger mile yield increased 2%. Cargo revenue rose 24%, while all other revenues grew 5%.

Operating expenses for the six months ended December 31, 1991, totaled $5.4 Billion, an increase of 14% over the six months ended December 31, 1990. Capacity rose 14% to 58.7 Billion available seat miles, and revenue plane miles grew 11%. Salaries and related costs increased 14% primarily due to a 12% growth in the number of employees, higher employee travel expenses and increases in employee benefits and payroll taxes. Aircraft fuel expense declined 18% due to a 26% decrease in the average fuel price per gallon, partially offset by a 12% increase in gallons consumed. Aircraft maintenance materials and outside repairs rose 23%, the result of an increase in the number of aircraft operated by the Company, and a heavy schedule of aircraft modifications and a concentration of aircraft and engine overhauls. Rentals and landing fees increased 45%, primarily resulting from the addition of 52 leased aircraft, increased operations, new and expanded facilities, and higher rates for facilities and landing fees.

Passenger service expense and travel agency commissions rose 25% and 28%, respectively, reflecting higher traffic and revenue levels as well as higher unit costs associated with international operations. All other cash costs increased 28% due to growth in traffic and capacity. Depreciation and amortization expense increased 16% due to growth in the fleet and other acquired assets.

Nonoperating expense for the six months ended December 31, 1991, was $60.9 Million compared to $19.8 Million for the same period in 1990. Net interest expense increased $20.1 Million due to a higher level of outstanding debt. Gains on the sale of flight equipment increased $4.6 Million and miscellaneous income fell $25.6 Million, primarily the result of $43 Million in nonoperating expenses included in the $50 Million write-off relating to the Company's participation in the failed reorganization of Pan Am Corporation and certain of its subsidiaries.

The pretax loss of $271.1 Million for the six months ended December 31, 1991, was reduced by an income tax credit of $91.2 Million, while amortization of investment tax credits totaled $9.3 Million.

At December 31, 1991 and 1990, long-term debt and capital lease obligations, including current maturities, totaled $2.53 Billion and $1.52 Billion, respectively. Common stockholders' equity was $2.26 Billion, or $45.69 per share, compared to $2.04 Billion, or $48.15 per share, at December 31, 1991 and 1990, respectively. The Company's debt-to-equity position, excluding short-term borrowings, was 53% debt and 47% equity at December 31, 1991, compared to 43% debt and 57% equity at December 31, 1990.

Capitalization.

The following table sets forth the unaudited consolidated capitalization of the Company at December 31, 1991.

	December 31, 1991 (in thousands) (unaudited)
Short-term debt:	
Current portion of long-term debt	$ 26,142
Current portion of capital leases	12,164
Short-term borrowings (1)	356,294
Total short-term debt	394,600

(1) At February 10, 1992, short-term borrowings were approximately $710.9 Million.

Long-term debt:	
Long-term debt	$2,381,413
Capital leases	112,634
Total long-term debt	2,494,047
Employee Stock Ownership Plan Preferred Stock:	
Series B ESOP Convertible Preferred Stock, $1.00 par value, $72.00 stated and liquidation value; 6,938,848 shares issued and outstanding	499,595
Less:	
Unearned compensation under employee stock ownership plan	430,254
	69,341
Common Stockholders' Equity:	
Common stock -- par value $3.00 per share (54,402,447 shares issued)	163,207
Additional paid-in capital	884,995
Reinvested earnings	1,547,632
Less:	
Net unrealized loss on noncurrent marketable equity securities	---
Treasury stock at cost (4,983,162 shares)	337,647
Total common stockholders' equity	2,258,187
Total Capitalization	$5,216,175

Selected Financial And Operating Information.

The following table summarizes selected consolidated financial and operating information of the Company. Financial statements for each of the fiscal years ended June 30, 1987 through 1991 have been audited by Arthur Andersen & Co., independent public accountants. The selected consolidated financial data for the six months ended December 31, 1991 and 1990 are unaudited, but in the opinion of management include all adjustments (consisting only of normal recurring adjustments) necessary for a fair presentation of the results of operations for such interim periods. This summary should be read in conjunction with the financial statements and notes thereto and other information incorporated by reference in the documents incorporated by reference herein.

	Six Months Ended December 31,		Year Ended June 30,				
	1991	1990	1991	1990	1989	1988	1987
	(unaudited)						
FINANCIAL DATA(1):							
($000's)							
Income Statement							
Operating revenues	$5,196,168	$4,347,145	$9,170,613	$8,582,231	$8,089,484	$6,915,377	$5,318,172
Operating income (loss)	(210,176)	(385,574)	(449,982)	419,512	678,325	497,084	404,525
Interest expense, net (2)	58,820	38,736	97,541	26,711	38,869	65,204	61,908
Gain (loss) on disposition of flight equipment	4,631	77	16,843	17,906	16,562	(1,016)	96,270
Income (loss) before income taxes	(271,101)	(405,329)	(500,184)	467,912	711,218	455,856	447,199
Net income (loss)	(174,535)	(259,440)	(324,380)	302,783	460,918	306,826	263,729
Balance Sheet							
Total debt at end of period (3)	2,888,647	2,090,455	2,137,644	1,420,638	719,873	765,940	1,065,580
Common stockholders' equity at end of period	2,258,187	2,039,974	2,456,985	2,595,569	2,619,707	2,208,823	1,937,912
Total assets at end of period	9,082,614	7,326,666	8,410,679	7,227,002	6,483,986	5,748,355	5,342,383
Other							
Ratio of earnings to fixed charges (4)(5)	-	-	-	2.57	3.84	2.88	3.34
OPERATING DATA:							
Available seat miles (000,000)	58,670	51,579	104,328	96,463	90,742	85,834	69,014
Revenue passenger miles (000,000)	35,419	30,236	62,086	58,987	55,904	49,009	38,415
Cost per available seat mile (cents)	9.21	9.18	9.22	8.46	8.17	7.48	7.12
Yield per passenger mile (cents)	13.71	13.45	13.80	13.63	13.56	13.15	12.81
Passenger load factor (%)	60.37	58.62	59.51	61.15	61.61	57.10	55.66
Breakeven load factor (%)	62.98	64.18	62.64	57.96	56.09	52.69	51.09

(1) The financial and operating data presented above reflect the Company's acquisition of Western Air Lines, Inc. on December 18, 1986. Western Air Lines, Inc. was merged into the Company on April 1, 1987.

(2) Interest expense has been reduced by interest capitalized in the following amounts ($000's): 36,235 | 32,913 | 65,287 | 57,226 | 31,778 | 32,329 | 32,092

(3) Figures shown reflect short-term notes payable and commercial paper in the following amounts ($000's): 356,294 | 567,333 | 56,020 | 65,351 | 0 | 16,163 | 25,836

(4) The ratio of earnings to fixed charges represents the number of times that fixed charges were covered by earnings. For purposes of computing the ratio of earnings to fixed charges, "earnings" represents net income plus the provision for income taxes (prior to any amortization of investment tax credit) and fixed charges, excluding capitalized interest and interest offset on the Guaranteed Serial ESOP Notes. "Fixed charges" represents gross interest (which includes gross interest on the Guaranteed Serial ESOP Notes and capitalized interest) plus one-third of rentals, which is considered representative of the interest factor.

(5) Earnings for the six months ended December 31, 1991, for the twelve months ended June 30, 1991 and for the six months ended December 31, 1990 were inadequate to cover fixed charges. Additional earnings of $309.3 million during the six months ended December 31, 1991, of $568.6 million during the twelve months ended June 30, 1991, and of $438.9 million during the six months ended December 31, 1990 would have been necessary to bring the ratio to 1.0 in the respective periods.

Recent Developments Relating To Pan Am Corporation.

The following summary of the Asset Purchase Agreement, the Letter Agreement and the D.I.P. Loan (as those terms are defined below) is qualified in its entirety by reference to Exhibits 28.1 to 28.3 to the Company's Current Report on Form 8-K dated September 9, 1991, and Exhibits 28.1 and 28.2 to the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 1991.

Asset Purchase Agreement. Pursuant to an asset purchase agreement dated July 27, 1991, as amended (the "Asset Purchase Agreement"), with Pan Am Corporation and certain of its subsidiaries, debtors-in-possession under Chapter 11 of the Bankruptcy Code ("Pan Am"), the Company recently purchased certain assets relating to Pan Am's Shuttle (the "Shuttle Assets") and route authorities to Europe, Asia and Africa (the "North Atlantic Assets"). The purchased assets include (i) substantially all of Pan Am's transatlantic route authorities and related beyond rights; (ii) certain take-off and landing authorizations and slots; (iii) equity interests in three used A310-200 aircraft as well as certain aircraft spare engines and spare parts; and (iv) leasehold interests in certain airport facilities.

On September 1, 1991, the Company acquired the Shuttle Assets and began operating a Boston -- New York -- Washington, D.C. Shuttle. On November 1, 1991, the Company purchased the North Atlantic Assets (except that the transfer of Pan Am's Detroit -- London route authority to the Company remains subject to the approval of the United States Department of Transportation (the "D.O.T.")), and started service between New York's Kennedy Airport and 15 nonstop transatlantic destinations, between Miami and London; between Washington, D.C. and Frankfurt; and between Frankfurt and nine nonstop destinations in Europe, the Middle East and India. The process of the Company's obtaining possession of certain aircraft spare parts included in the North Atlantic Assets is ongoing. During the two months ended December 31, 1991, the Company's Shuttle operations and flights on international routes acquired under the Asset Purchase Agreement constituted approximately 7.95% and 6.47% of the Company's total available seat miles and revenue passenger miles, respectively.

The Company's purchase price under the Asset Purchase Agreement was $416 Million, subject to certain adjustments. Under the Asset Purchase Agreement, the Company also assumed certain liabilities, including $65.6 Million in mortgages on acquired assets and up to $100 Million of Pan Am passenger tickets under certain circumstances. In addition, the Company hired approximately 7,800 Pan Am personnel and entered into operating leases with respect to four A310-200, 14 A310-300, and 24 Boeing 727-200 used aircraft.

Historical financial data relating to Pan Am's operation of the route authorities included in the North Atlantic Assets is limited. However, in information filed by Pan Am with the D.O.T. which is based on allocations

performed in accordance with that agency's requirements, Pan Am reported operating losses from its Atlantic operations (which included certain route authorities in addition to those purchased by the Company) of $110.2 Million and $72.8 Million for the three months ended June 30, 1991 and September 30, 1991, respectively. Although the Company is unable to predict its future financial results, the Company believes that the Pan Am results discussed in the preceding sentence are not indicative of results which the Company anticipates achieving on the international routes acquired under the Asset Purchase Agreement. The Company expects, however, that its start-up of these routes will have a negative effect on its financial results for the fiscal year ending June 30, 1992.

Participation in Plan of Reorganization. Pursuant to a letter agreement dated August 11, 1991, as amended on October 22, 1991 (the "Letter Agreement"), among the Company, Pan Am and the Official Committee on Unsecured Creditors of Pan Am (the "Creditors Committee"), the Company agreed, subject to certain terms and conditions, to participate in a plan of reorganization for Pan Am, to provide certain debtor-in-possession financing (the "D.I.P. Loan") to Pan Am prior to the effective date of its proposed plan of reorganization, and to amend the Asset Purchase Agreement in certain respects (including increasing the purchase price thereunder to the purchase price indicated above).

On December 1, 1991, the Company advised Pan Am that it could not agree to Pan Am's request to provide additional financing to Pan Am prior to the effective date of Pan Am's proposed plan of reorganization. Pan Am ceased operations on December 4, 1991, and its proposed plan of reorganization before the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") was not confirmed. Pan Am has begun liquidating its assets.

As of the date hereof, $115 Million principal amount of the D.I.P. Loan, plus accrued interest, is outstanding. This loan is secured by a lien on substantially all of Pan Am's remaining assets, but is subject to prior liens of approximately $60 Million in favor of the Shuttle Estate and certain other liens on specific assets. As a result of the anticipated sale of Pan Am's assets, the Company expects Pan Am will have sufficient funds to repay the D.I.P. Loan in full, although there can be no assurance this will be the case.

On December 18, 1991, the Company announced that it would write off approximately $50 Million in the quarter ended December 31, 1991 for expenses relating to the Company's participation in Pan Am's reorganization efforts.

C.R.A.F.. To resolve certain claims against Pan Am by the United States Air Force (the "Air Force") related to Pan Am's participation in the Civil Reserve Air Fleet Enhancement Program ("C.R.A.F."), the Company entered into an agreement in principal dated October 17, 1991 with the Air Force. Under the agreement in principal, the Company committed to

C.R.A.F. for five years aircraft having a certain point value. This commitment initially will be met by the Company's making available 42 of its international-range aircraft for use by the military under certain stages of readiness related to national emergencies.

Litigation Relating to the Company's Participation in the Plan of Reorganization. Pan Am and the Creditors Committee have filed separate lawsuits in the Bankruptcy Court against the company relating to the Company's participation in Pan Am's plan of reorganization. In its complaint, Pan Am alleges, among other things: that the Company breached its contractual obligations and promises to participate in the plan of reorganization; violated its duty of good faith and fair dealing; breached its fiduciary duties to Pan Am; and acted in bad faith. Pan Am's complaint also asserts, among other things, that the Company induced Pan Am and the Creditors Committee to approve the sale of the Shuttle Assets and the North Atlantic Assets in exchange for the Company's commitment to participate in the proposed plan of reorganization; that once it acquired the Shuttle Assets and the North Atlantic Assets, the Company, acting in bad faith, refused to participate in the plan of reorganization; that the Company erected substantial obstacles to the successful completion of the plan of reorganization; that the Company failed to provide all the financing it committed to provide and delayed making known its decision not to participate in the plan of reorganization until the last possible moment, thereby precipitating Pan Am's shutdown; that, following the Bankruptcy Court's approval of the Asset Purchase Agreement, the Company controlled Pan Am and was an active participant in every material decision concerning Pan Am's operations, including the development of a business plan for reorganized Pan Am; and that, to the degree there was any deterioration of the business plan for reorganized Pan Am, the Company either caused or materially contributed to such deterioration. Pan Am is seeking to disallow, or to subordinate to the claims of Pan Am's general unsecured creditors, all claims the Company may have against Pan Am, including the repayment of the D.I.P. Loan; to impose a constructive trust for the benefit of Pan Am's creditors on the profits the Company receives or should have received from the Shuttle Assets and the North Atlantic Assets; to recover at least $2.5 Billion in damages plus costs and attorneys' fees; and to obtain such other relief as the Bankruptcy Court deems appropriate.

The Creditors Committee, in its amended complaint, asserts claims and seeks relief similar to the claims asserted and the relief sought by Pan Am. In addition, the Creditors Committee is seeking to rescind the Company's acquisition of the Shuttle Assets and the North Atlantic Assets. The Creditors Committee lawsuit also includes as defendents unnamed individuals or entities who acted as agents or representatives for, or otherwise acted in concert with, the company to commit certain acts.

Several other legal actions relating to the Company's participation in Pan Am's plan of reorganization are also pending including, among others, the following: Evergreen International Airlines, Inc. and Evergreen Ventures,

Inc., administrative creditors of Pan Am (collectively, "Evergreen"), have appealed to the United States District Court for the Southern District of New York certain Bankruptcy Court orders which approved the D.I.P. Loan, granted the Company a lien on certain of Pan Am's assets and granted the company a superpriority claim over many other Pan Am administrative claimants. Evergreen is appealing on the grounds that the bankruptcy Court allegedly abused its discretion and gave inadequate notice in approving the D.I.P. Loan, and that the Company allegedly did not act in good faith in providing the D.I.P. Loan.

A purported class action complaint was commenced against the Company in the Supreme Court of the State of New York, County of New York, on behalf of Pan Am debenture holders alleging that the Company breached its contractual obligations with respect to the reorganization. The debenture holders, who allege they are third party beneficiaries of the Company's contractual obligations, are seeking unspecified damages, costs and attorneys' fees, and other unspecified relief. The Company has removed this action to the Bankruptcy Court.

A purported class action complaint was commenced against the Company in the Supreme Court of the State of New York, County of New York, on behalf of participants of Pan Am's WorldPass Frequent Flyer Program who elected to obtain Pan Am Frequent Flyer travel certificates rather than to transfer their accumulated miles into the Company's Frequent Flyer Program. The WorldPass participants are seeking unspecified damages, costs and attorneys' fees, and other unspecified relief. The Company has removed this action to the Bankruptcy Court.

At a pretrial conference in the Bankruptcy Court on January 30, 1992, Pan Am and the Creditors Committee indicated their intention to file a consolidated amended complaint which would supersede their existing complaints. The Bankruptcy Court extended the Company's time to answer or move against all actions pending against the Company in the Bankruptcy Court until 30 days after the Company is served with Pam Am's and the Creditors Committee's consolidated amended complaint.

The Company believes that it complied with all of its obligations to Pan Am and the Creditors Committee and that these actions are without merit, and it intends to defend these matters vigorously. While the outcome of this litigation is difficult to predict, the Company believes that these actions are not likely to have a material adverse effect on the Company's financial condition. It is possible that other actions and claims will be filed against the Company relating to its participation in Pam Am's plan of reorganization.

Other Matters. On December 10, 1991, the Company and Pan Am entered into an agreement providing for the Company's purchase of Pan Am's New York -- Mexico City route authority for $25 Million. The completion of this transaction is subject to certain regulatory approvals, including the D.O.T.,

and certain other customary conditions. Pursuant to temporary exemption authority granted by the D.O.T., the Company began serving the New York -- Mexico City route on December 7, 1991, and the Detroit -- London route on December 14, 1991.

Available Information.

The Company is subject to the informational requirements of the Securities Exchange Act of 1934 (the "Exchange Act"), and in accordance therewith files reports and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy and information statements and other information filed by the Company can be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, and at the following Regional Offices of the Commission: Chicago Regional Office, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661-2511 and New York Regional Office, 75 Park Place, 14th Floor, New York, New York 10007. Copies of such material can be obtained from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. Certain securities issued by the Company are listed on the New York Stock Exchange where reports, proxy and information statements and other information relating to the Company can be inspected.

Incorporation Of Certain Documents By Reference.

The Annual Report of the Company on Form 10-K for the fiscal year ended June 30, 1991, the Company's Quarterly Reports on Form 10-Q for the quarters ended September 30, 1991 and December 31, 1991 and the Company's Current Reports on Form 8-K dated September 9, 1991 and November 14, 1991 are hereby incorporated by reference in this Official Statement and made a part hereof.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date of this Official Statement and until the time when the Official Statement is available to any person from a nationally recognized securities information repository, but in no case less than 25 days from the end of the underwriting period (i.e., being the later of such time as (i) the Issuer delivers the Bonds to the Underwriter, or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of Bonds for sale to the public), shall be deemed to be incorporated by reference in this Official Statement and to be a part hereof from the date of filing of such documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein, or contained in this Official Statement, shall be deemed to be modified or superseded for purposes of this Official Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or

supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Official Statement.

The Company will provide without charge to each person to whom this Official Statement is delivered, on written or oral request of such person, a copy (without exhibits) of any or all documents incorporated by reference in this Official Statement. Requests for such copies should be directed to the Corporate Secretary, Delta Air Lines, Inc., Hartsfield Atlanta International Airport, Atlanta, Georgia 30320, telephone (404) 715-2600.

Definitions Of Certain Terms.

The following terms are defined in the Special Facility Use Agreement or the Indenture as set forth below:

"Bonds" shall mean the Bonds and any Additional Bonds.

["Common Improvements" means new common use facilities or improvements or extensions of existing common use facilities to be acquired, constructed and installed as part of the Project, whether at the site of the Terminal or elsewhere at the Airport, which are appropriate or necessary for the convenient use of the New Company Terminal, including, but not limited to, vehicular roadways, aircraft taxiways, hot and chilled water lines and utility lines brought from existing locations to the site of the New Delta Terminal and improvements to accommodate the construction of a passenger transit system.]

["Completion Date" means the date of completion of the construction of the Project as that date shall be certified as provided in the Special Facility Use Agreement.]

["Cost of Common Improvements" means an amount equal to all costs paid or incurred by the Company in connection with the acquisition, construction and installation of the Common Improvements as set forth in the cost allocation certificate required by the Special Facility Use Agreement.]

["Date of Beneficial Occupancy" means the earlier of (a) the date 30 days following the date on which the Project is certified to be substantially complete by the architect or (b) the date on which the Company first occupies the Leased Premises for the purpose of conducting its air transportation business.]

"Debt Service Payment or Payments" means the amount or amounts payable by the Company to the Trustee under the Special Facility Use Agreement at least one business day before each interest payment date on which any interest on the Bonds is payable from sources other than moneys on deposit in the Capitalized Interest Account and at least one business day before each principal installment date, the same being equal to the amount payable on such interest payment date or principal installment date as principal of (whether at maturity or by optional redemption or mandatory sinking fund redemption as provided in the Indenture or by acceleration as provided in the Indenture), premium, if any, and interest on the Outstanding Bonds as provided in the Indenture.

["Exclusive Aircraft Parking Area" means the aircraft apron to be constructed as part of the Project, including all utilities, fueling facilities and other improvements related thereto.]

["Exempt Facilities" means facilities which qualify as airport facilities or facilities functionally related and subordinate thereto as defined in Section 103(b)(4) of the Internal Revenue Code of 1954, as amended.]

["General Airport Revenue Bonds" means bonds or other evidences of indebtedness issued by the Issuer for the purpose of financing the improvement or expansion of the Airport and payable out of general Airport revenues, including any such bonds or evidences of indebtedness to which other revenues or funds of the Issuer may be pledged as additional or incidental and not primary security, but not including: (a) special facility revenue bonds; (b) bonds or other evidences of indebtedness pledging the full faith and credit and taxing power of the Issuer; (c) bonds or other evidences of indebtedness payable solely from the avails of a passenger facility charge or head tax or to the payment of which any such charge or tax is pledged as primary and not as additional or incidental security; or (d) any bonds or other evidences of indebtedness which are payable from special fees or charges imposed upon the Company which are not imposed upon other Airport users of the same class.]

"Leased Premises" means the Exclusive Aircraft Parking Area and those portions of the Terminal identified as Leased Premises in certain specified exhibits to the Special Facility Use Agreement, together with any expansion thereof effected in accordance with the Special Facility Use Agreement and any equipment, but shall not include certain other machinery or equipment.

"Net Proceeds", when used with respect to any insurance or condemnation award, means the proceeds from such insurance or

condemnation award, and any interest or investment earnings thereon, remaining after payment of all expenses (including attorneys' fees) incurred in the collection of such proceeds.

["Net Project Costs" means the total cost of designing, acquiring, constructing and installing the Project, including the costs of the issuance of Bonds prior to the date of the completion certificate required by the Special Facility Use Agreement and amounts withdrawn from the Capitalized Interest Account used to pay interest on the Bonds, reduced by any investment earnings on Bond proceeds, or the reinvestment thereof, during the construction period, used to pay the cost of designing, acquiring, constructing and installing the Project.]

"Permitted Encumbrances" means, as of any particular time, (a) the Airport Use Agreement, the Special Facility Use Agreement and the Indenture; (b) the restrictions, exceptions, reservations, limitations and other matters set forth in the Lease; (c) utility, access and other easements and rights-of-way, mineral rights, encroachments, leases, restrictions and exceptions which the Company certifies will not interfere with or impair the operation of the Leased Premises; and (d) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist in respect to properties similar in character to the Leased Premises and as do not in the opinion of independent counsel materially impair the marketable value or utility of the property affected thereby for the purposes for which it was acquired or is held by the Issuer.

"Project" means the Terminal, the Common Improvements, the Exclusive Aircraft Parking Area and tenant improvements, including equipment.

["Public Use Premises" means those areas and facilities within the Terminal other than Common Improvements and Leased Premises, including concession areas, Issuer offices, basement areas, public corridors, public restrooms, mechanical and electrical areas, entrances, exits and chases.]

"United States Government Obligations" means direct obligations of, or obligations the full and timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

Summary Of Certain Provisions Of The Special Facility Use Agreement.

The following is a summary of certain provisions of the Special Facility Use Agreement. This summary does not purport to be comprehensive or definitive and is qualified by reference to and is subject to the provisions of the complete Special Facility Use Agreement, copies of which may be obtained in the manner set forth under "Miscellaneous" below.

Effective Date And Duration.

The Special Facility Use Agreement, subject to extension, shall be in effect for a period of 35 years from the Date of Beneficial Occupancy, unless sooner terminated in accordance with the provisions thereof, provided that, regardless of any delay in the Date of Beneficial Occupancy, it shall terminate in any event not later than January 1, 2030, unless extended pursuant to its terms, and, if so, then January 1, 2040, and, provided further that in the event construction of the Project has not been commenced by July 1, 1992 (or if commenced has been abandoned), and on such date there are no Bonds Outstanding, the Special Facility Use Agreement shall terminate and be of no further force and effect.

Termination Of Special Facility Use Agreement.

So long as any Bonds are Outstanding, neither the Issuer nor the Company has any right to terminate the Special Facility Use Agreement.

[Non-Exclusive Right To Use Public Use Premises And Common Improvements.

Under the Special Facility Use Agreement, the Company is granted a non-exclusive right to use the Public Use Premises and the Common Improvements for itself and its employees and its passengers and other invitees, such premises and improvements at all times to remain public facilities available for use by the general public.]

Payments By The Company Under The Special Facility Use Agreement.

Under the Special Facility Use Agreement, the Company is obligated (a) to make Debt Service Payments, (b) to pay certain fees and expenses of the Trustee and other paying agents for the Bonds, and (c) to pay directly to the Issuer an amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer in connection with the issuance of the Bonds and the performance of the Issuer's obligations thereunder.

With regard to Debt Service Payments, the Company has agreed to pay to the Trustee, at least one business day before each interest payment date on which any interest on the Bonds is payable from sources other than moneys on deposit in the Capitalized Interest Account and at least one business day before each principal installment date, a sum equal to the amount payable on such interest payment date or principal installment date as principal of, premium, if any, and interest on the Outstanding Bonds as provided in the Indenture.

Amounts held by the Trustee in the Bond Fund on a Debt Service Payment date that are not required for the payment of Bonds (including any interest and premium thereon) or coupons which have matured or been called for redemption but not yet presented for payment shall be credited against the Debt Service Payment due on such date.

Obligations Of The Company To Make Debt Service Payments Unconditional.

The obligations of the Company to make the Debt Service Payments are absolute and unconditional and, until such time as the principal of, premium, if any, and interest on the Bonds have been paid in full or provision for such payment has been made in accordance with the Indenture, the Company will not abate, suspend, postpone or discontinue any Debt Service Payments and will not terminate the Special Facility Use Agreement for any cause.

Prepayment Of Debt Service Payments.

The Company has the right, and is authorized and permitted, at any time it may choose (but not earlier than the date on which all Existing Revenue Bonds have been paid or redeemed) to prepay all or any part of the Debt Service Payments. All Debt Service Payments so prepaid shall be a credit against the Debt Service Payments in the order of their due dates, or applied to the retirement of Bonds prior to maturity (either by redemption or purchase) in accordance with the Indenture and as specified by the Company.

Issuance Of Bonds By The Issuer.

Obligation of Issuer to Issue Bonds. Provided that there is no event of default occurring under the Indenture or the Special Facility Use Agreement and subject to the execution of a new airport use agreement by the Company and certain other conditions set forth in the Special Facility Use Agreement, the Issuer is obligated to issue Bonds from time to time in one or more issues or series, to the extent permitted by law, at the request of

the Company, in an aggregate principal amount or amounts and for such term or terms as shall be specified by the Company, (a) to pay the Project costs; (b) to provide interim and permanent financing for the Project, including refunding of Bonds originally issued for the Project; (c) to pay the costs of the issuance and sale of Bonds so issued, capitalized interest for such period, the funding of such reserves, and such other costs reasonably related to the financing, all as shall be specified by the Company; and (d) to fund any Award Deficiency or Insurance Deficiency.

Issuance of Bonds at Issuer's Discretion. Provided that there is no event of default occurring under the Indenture or the Special Facility Use Agreement and subject to the execution of a new airport use agreement by the Company and certain other conditions set forth in the Special Facility Use Agreement, the Issuer at its discretion on request of the Company, and if legally permissible, may issue Bonds (a) to pay the costs of making such additions and alterations in, on or to the Leased Premises as the Company may deem necessary or desirable and as will not impair the nature of the Leased Premises or the Project as Exempt Facilities; and (b) to pay the costs of the issuance and sale of Bonds so issued, capitalized interest for such period, the funding of such reserves, and such other costs reasonably related to the financing, all as shall be agreed upon by the Company and the Issuer.

The Company's Rights Of Approval Of Bonds.

The Issuer may not issue any Bonds unless the Company has approved in writing the terms of such Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed.

Limitations On Bond Issuance.

Notwithstanding the provisions summarized above: (a) the Issuer shall be under no obligation to issue any Bonds when, in the reasonable judgment of the Issuer, such issuance would conflict with the marketing of any other bonds issued or to be issued by the Issuer; (b) the Issuer shall be under no obligation to issue Bonds having a maturity beyond the expiration of the term of the Special Facility Use Agreement; (c) the Issuer shall be under no obligation to make any financial contribution or commitment to the Project other than as expressly set forth in the Special Facility Use Agreement or the Airport Use Agreement; and (d) nothing in the Special Facility Use Agreement shall obligate the Issuer, directly or indirectly or contingently, to levy any form of taxation for the payment of the principal of, premium, if any, or interest on the Bonds.

[Design And Construction Of The Project.

The Project consists of the Terminal, the Common Improvements, the Exclusive Aircraft Parking Area and tenant improvements, including accessway and taxiway modification and fueling facilities. Because of the urgent need for the Project and the necessity that it be designed and constructed in a manner consistent with the requirements of the Company, the Company has agreed to undertake the design and construction of the Project on behalf of the Issuer, utilizing "fast tract" construction procedures, and will supervise the design, construction and installation of the Project until its completion.]

Arbitrage.

The Company has covenanted with the purchasers and holders of the Bonds that 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 the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated or proposed thereunder.

Indemnity.

The Company has agreed to pay, and to protect, indemnify and save the Issuer and the Trustee harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses of the Company, the Issuer and the Trustee), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising out of the following except when caused by the Issuer's sole negligence or the Trustee's sole negligence, as the case may be, or by the joint negligence of the Issuer, or the Trustee, as the case may be, and any person other than the Company, its agents and contractors: (a) the design, construction and installation of the Project; [(b) the use by the Company of the Public Use Premises;] (c) the violation by the Company of any agreement, warranty, covenant or condition of the Special Facility Use Agreement; [(d) the violation by the Company of any other contract, agreement or restriction relating to the Public Use Premises;] and [(e) the violation by the Company of any law, ordinance, regulation or court order affecting the Public Use Premises or the ownership, occupancy or use thereof].

Event Of Default.

The following are "events of default" under the Special Facility Use Agreement: (a) the Company's failure to pay the Debt Service Payments at the times specified, if such failure results in any failure to pay the principal of, premium, if any, or interest on the Bonds when due; (b) the Company's failure to observe and perform (or to institute corrective action with respect to its failure to observe and perform) certain provisions of the Special Facility Use Agreement pertaining to construction of the Project, compliance with laws, use of Bond proceeds to provide Exempt Facilities, arbitrage, maintenance of corporate existence, qualification in the State of Illinois, and provision of financial information, for a period of 30 days after written notice, given to the Company by the Trustee, specifying such failure and requesting that it be remedied, unless (i) the Trustee shall agree in writing to an extension of such time prior to its expiration; or (ii) the failure cannot, with due diligence, be cured within such period and corrective action is instituted; provided that if by reason of force majeure the Company is unable to comply with such provisions, it shall not be in default during the period of such inability; (c) the dissolution or liquidation of the Company; or (d) the occurrence of certain events of insolvency or the initiation and continuation of certain proceedings in bankruptcy with respect to the Company.

Trustee's Remedies On Default.

Whenever any event of default has happened and is subsisting, the Trustee may: (a) declare all Debt Service Payments for the remainder of the term of the Special Facility Use Agreement to be immediately due and payable; (b) take whatever action at law or in equity appears necessary or desirable to collect the Debt Service Payments and any other amounts payable by the Company then due and/or thereafter to become due; or (c) terminate the Special Facility Use Agreement by written notice to the Company. No such termination shall affect the obligation of the Company to pay such amounts, which obligation shall be absolute and unconditional and shall survive the termination of the Special Facility Use Agreement (other than payment by the Company to the extent of such payment) taken as remedy for default shall relieve the Company from the Company's payment obligations, all of which shall survive all such action, and the Trustee may take whatever action appears necessary to collect the Debt Service Payments and other amounts due or to enforce the performance and observance of any obligation, agreement or covenant of the Company. [Limit acceleration to payment defaults and bankruptcy or insolvency?]

Issuer's Remedies On Non-Performance.

So long as any Bonds are Outstanding, if the Company fails to observe and perform (or to institute corrective action with respect to its failure to observe and perform) any covenant, condition or agreement in the Special Facility Use Agreement (other than the "events of default" referred to above, with respect to which enforcement action may be taken solely by the Trustee) for a period of 30 days after written notice that specifies such failure and requests that it be remedied has been given to the Company by the Issuer (unless (i) the Issuer agrees in writing to an extension of such time prior to its expiration, or (ii) the failure cannot with due diligence be cured within such period and corrective action is instituted), the Issuer may initiate, to the exclusion of any other remedy provided for in the Special Facility Use Agreement, such action against the Company as it deems necessary to compel performance or to recover damages for non-performance.

No Remedy Exclusive.

Except as stated above with respect to the absolute and unconditional nature of the Company's Debt Service Payment obligation and with respect to the Trustee's exclusive right to enforce certain of the Company's covenants under the Special Facility Use Agreement, no remedy conferred in the Special Facility Use Agreement upon or reserved to the Issuer, the Company or the Trustee is intended to be exclusive of any other available remedy or remedies. Each remedy shall be cumulative and shall be in addition to every other remedy given under the Special Facility Use Agreement or existing at law or in equity or by statute.

Limitation Of Issuer's Liability.

Any obligation the Issuer may incur requiring the payment of money under the Special Facility Use Agreement shall not constitute a general obligation of the Issuer and shall be payable solely from the revenues and receipts derived by the Issuer under the Special Facility Use Agreement, the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, the sale of Bonds or General Airport Revenue Bonds, insurance proceeds and condemnation awards as provided, and, during any Non-Use Agreement Period, rates and charges imposed by the Issuer at the Airport.

Summary Of Certain Provisions Of The Indenture.

The following is a summary of certain provisions of the Indenture and is not to be considered a full statement of the provisions thereof. This summary does not purport to be comprehensive or definitive and is qualified by reference and is subject to the provisions of the complete Indenture, copies

of which may be obtained in the manner set forth under "Miscellaneous" below.

Pledge And Assignment Of Certain Rights Under Special Facility Use Agreement.

Under the Indenture the Issuer has pledged and assigned to the Trustee certain of its rights and interests under the Special Facility Use Agreement, including the Debt Service Payments payable by the Company under the Special Facility Use Agreement.

Bond Fund.

All Debt Service Payments payable by the Company pursuant to the Special Facility Use Agreement will be paid directly to the Trustee for deposit in the Bond Fund created by the Indenture. The Trustee will pay from the moneys in the Bond Fund available therefor the principal of, premium, if any, and interest on the Bonds as and when due. Any amounts remaining in the Bond Fund after payment in full of the principal of, premium, if any, and interest on the Bonds (or provision for payment thereof as provided in the Indenture), the fees, charges and expenses of the Issuer, the Trustee and any paying agent, and all other amounts required to be paid under the Indenture, will be paid to the Company.

Investment Of Moneys.

All moneys held in the Bond Fund shall be invested and reinvested by the Trustee, at the request of the Company, to the extent permitted by law, in the following: (a) United States Government Obligations; (b) deposits in interest-bearing time deposits or certificates of deposits or similar arrangements secured by obligations described in (a) hereof; (c) obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export-Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, the Federal National Mortgage Association to the extent that such obligations are guaranteed by the Government National Mortgage Association, and any agency or instrumentality of the United States of America and any cooperation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America; (d) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both

principal and interest by a requisition or payment agreement with the United States of America; (e) direct and general obligations of, or obligations guaranteed by, any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, or their successors; (f) deposits in interest-bearing time deposits or certificates of deposit, bankers acceptances or similar arrangements (without regard to whether such deposits or arrangements are insured by the Federal Deposit Insurance Corporation) which are obligations of a bank (including the Trustee) having a combined capital, surplus and undivided profits in excess of $250,000,000; (g) fixed income securities of any corporation organized and existing under the laws of any state of the United States of America or the District of Columbia which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Services Inc., or their successors; and (h) commercial paper or finance company paper rated not less than A-1 or prime-one or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, or their successors.

Additional Bonds.

One or more subsequent series of additional parity bonds ("Additional Bonds") may be issued under the circumstances described below.

Provided that there is no event of default occurring under the Indenture or the Special Facility Use Agreement, and subject to the execution of a new airport use agreement and certain other conditions set forth in the Special Facility Use Agreement, the Issuer is obligated to issue Bonds for the following purposes: (a) to pay the Project costs; (b) to provide interim and permanent financing for the Project including the refunding of any issue of series of Bonds originally issued to provide interim construction financing or permanent financing for the Project, or originally to refund or refinance any prior issue or series of interim or permanent Bonds; (c) to pay the costs of the issuance and sale of such Bonds, capitalized interest for such period, the funding of such reserves, and such other costs reasonably related to the financing, all as shall be specified by the Company; and (d) to fund any Award Deficiency or Insurance Deficiency.

The Issuer may, at its discretion, at the request of the Company, issue Bonds for the following purposes: (a) to pay the costs of making such additions and alterations in, on or to the Leased Premises as the Company may deem necessary or desirable and as will not impair the nature of the Leased Premises or the Project as Exempt Facilities; and (b) to pay the costs of the issuance and sale of such Bonds, capitalized interest for such period, the funding of such reserves, and such other costs reasonably related to the financing, all as shall be agreed upon by the Company and the Issuer.

Covenants.

Limitation of Issuer's Liability. Except as provided with respect to the Issuer's obligation to retire the Existing Revenue Bonds, any obligation the Issuer may incur requiring the payment of money under the Indenture shall not constitute a general obligation of the Issuer and shall be payable solely from the revenues and receipts derived by the Issuer under the Special Facility Use Agreement, the New Airport Use Agreement and any similar agreements entered into between the Issuer and other companies engaged in the air transportation business at the Airport, the sale of Bonds or General Airport Revenue Bonds and insurance proceeds and condemnation awards and, during any Non-Use Agreement Period, rates and charges imposed by the Issuer at the Airport.

Defeasance.

If the principal of, premium, if any, and interest on the Bonds is paid, or provision is made for payment of the same, together with all other sums payable under the Indenture by the Issuer, and all fees, compensation and expenses of the Issuer, the Trustee and any paying agents have been paid or provided for, then the lien of the Indenture will terminate and be discharged and satisfied.

Bond will be deemed to be paid when payment of the principal of and the applicable redemption premium, if any, on such Bond, plus accrued interest to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in the Indenture or otherwise), either (a) has been made or has been caused to be made in accordance with the terms of the Indenture, or (b) has been provided for by irrevocably depositing with the Trustee, (i) moneys sufficient to make such payment and/or (ii) United States Government Obligations, the principal of an interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to make such payment when due, and to pay all necessary and proper fees, compensation and expenses of the Trustee and any paying agent, and any required notice of redemption or payment has been given. At such time as a Bond is deemed to be paid, it will no longer be entitled to the benefits of the Indenture except for purposes of any payment from such moneys and/or United States Government Obligations.

Upon a discharge of the lien of the Indenture resulting from the depositing with the Trustee of sufficient moneys and/or United States Government Obligations as aforesaid, the Company shall have the option (but only if the exercise of such option would not adversely affect the exemption from federal income taxation of interest on the Bonds) to cause all mandatory sinking fund redemptions pertaining to Bonds and scheduled to occur subsequent to the discharge of such lien to be disregarded with the effect that all Bonds for which redemption (other than mandatory sinking fund redemption) and

notice thereof have not been adequately provided theretofore will become due and payable on their stated maturity dates.

If the lien of the Indenture has been defeased prior to a Determination of Taxability, the Bonds will not be subject to redemption as described in "The Bonds -- Redemption Prior to Maturity", except for any redemption provided for in connection with such defeasance.

Events Of Default And Remedies.

The Indenture provides that each of the following will constitute an event of default:

(a) default in the due and punctual payment of any interest on any Bond;

(b) default in the due and punctual payment of (i) the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, upon proceedings for redemption thereof, or upon the maturity thereof by declaration, or (ii) any sinking fund payment required by the Indenture;

(c) the occurrence of an "event of default" under the Special Facility Use Agreement; or

(d) default by the Issuer in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in the Bonds, any Additional Bonds or in the Indenture for 60 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee, or by the holders of not less than 50% in aggregate principal amount of the Bonds then Outstanding.

Upon the occurrence of certain payment defaults and certain events of bankruptcy or insolvency and so long as such event is continuing the Trustee may, and upon the written request of the holders of not less than 50% in aggregate principal amount of all then Outstanding Bonds shall (a) by notice in writing delivered to the Issuer declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable; (b) institute any action or proceeding for the collection of all sums due and unpaid under the Special Facility Use Agreement and pledged under the Indenture or the Bonds; and (c) in each case, proceed by such suits, actions or proceedings as the Trustee deems most effectual to protect the rights of the Bondholders. The Trustee is entitled to require satisfactory indemnification prior to taking certain actions under the Indenture in connection with defaults.

The above provisions, however, are subject to the condition that upon the written request of the holders of a majority in aggregate principal amount of all Bonds then Outstanding, the Trustee shall waive any event of default under the Indenture and rescind any acceleration of principal of and interest on the Bonds; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any Outstanding Bonds at the date of maturity, or upon proceedings for sinking fund redemption pursuant to the Indenture in the case of Bonds or any mandatory sinking fund payments required by any supplemental indenture with respect to any Additional Bonds, or (b) any default in the payment when due of the interest or premium on any such Bonds, unless prior to such waiver or rescission of all arrears of interest, with interest (to the extent permitted by law) on overdue installments of interest or all arrears of payments of principal or premium, if any, when due (whether at the stated maturity thereof or upon proceedings for sinking fund redemption pursuant to the Indenture) as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the Bondholders and the bearers of coupons shall be restored to their former positions and rights thereunder, respectively, but not such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

No holder of any Bond or Additional Bond shall have the right under the Indenture to institute any suit for any remedy (other than to enforce such holder's right to receive principal of, premium, if any, and interest on such Bond or Additional Bond when due), unless written notice of any event of default shall have been given to the Trustee, the holders of not less than 50% in aggregate principal amount of such then Outstanding Bonds and Additional Bonds shall have made written request of the Trustee to institute any such suit, satisfactory indemnity, shall have been offered to the Trustee against the cost and expenses to be incurred and the Trustee shall not have complied with such request within a reasonable time.

Supplemental Indenture.

The Issuer and the Trustee are permitted, without the consent of or notice to any of the Bondholders, to enter into an indenture or indentures supplemental to the Indenture (a) to cure any ambiguity, formal defect or omission in the Indenture; (b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority; (c) to subject to the lien and pledge of the Indenture additional revenues, properties or collateral; and (d) to comply with the requirements of the Trust Indenture Act of 1939 or any similar Federal statute hereafter in effect or under any state "blue sky" law.

The Issuer and the Trustee are required, without the consent of, or notice to, any of the Bondholders, to enter into an indenture or indentures supplemental to the Indenture (a) in connection with the issuance of Additional Bonds; (b) to identify more precisely the land, buildings, machinery and equipment which may form a part of the Project or the Leased Premises or to substitute or add additional land, buildings, machinery and equipment; or (c) with respect to any changes required to be made in the description of the Project or the Leased Premises in order to conform with similar changes made in the Special Facility Use Agreement.

Exclusive of supplemental indentures referred to above, the holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding shall have the right, from time to time, to consent to and approve the execution by the Issuer and the Trustee of supplemental indentures for the purpose of modifying, amending, adding to or rescinding in any particular, any of the terms or provisions contained in the Indenture or in any supplemental indenture; provided, however, that no such supplemental indenture shall permit, or be construed as permitting, (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of, or extension of the time of payment of, interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder or holders of such Bonds, (b) a reduction in the amount or extension of the time of any payment required by the sinking fund provided in the Indenture, (c) the creation of any lien (other than any Permitted Encumbrances) prior to or on a parity with the lien of the Indenture, (d) a reduction in the aforesaid aggregate principal amount of Bonds, the holder or holders of which are required to consent to any such supplemental indenture, without the consent of the holder or holders of all the Bonds at the time Outstanding which would be affected by the action to be taken, (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bond.

Any supplemental indenture which affects any rights of the Company will not become effective unless and until the Company shall have consented to the execution and delivery thereof.

Amendment Of Special Facility Use Agreement.

The Trustee, at the request of the Issuer, is required, without the consent of or notice to the Bondholders, to consent to any amendment, change or modifications of the Special Facility Use Agreement as may be required (a) by the provisions of the Special Facility Use Agreement and the Indenture; (b) in connection with the issuance of Additional Bonds; (c) for the purpose of curing any ambiguity or formal defect or omission; (d) in connection with the lands and interests in land, buildings, machinery and equipment described in Exhibits A and B to the Special Facility Use Agreement so as to identify more precisely the same or substitute or add additional land and interests in land, buildings, machinery and equipment; [(e) in connection with such

changes in or modifications to the "fast track" construction procedures specified in the Special Facility Use Agreement as are agreed upon by the Issuer and the Company;] (f) in connection with any change therein which, in the opinion of independent counsel in which the Trustee concurs, is not to the prejudice of the Trustee or materially adverse to the holder or holders of the Bonds; or (g) in connection with any change therein other than as referred to in clauses (a) through (e), but which may include matters in clause (f), which does not affect the Company's obligations under the Special Facility Use Agreement pertaining to construction of the Project, compliance with laws, use of Bond proceeds to provide Exempt Facilities, arbitrage, maintenance of corporate existence, qualification in the State of Illinois, and provision of financial information and which, in the opinion of independent counsel (on which the Trustee may conclusively rely), is not to the prejudice of the Trustee or materially adverse to the holder or holders of the Bonds.

Except for amendments, changes or modifications referred to above neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Special Facility Use Agreement without notice to and the written approval or consent of the holder or holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and procured as provided in the Indenture.

Underwriting.

The Underwriter has agreed, subject to certain customary conditions to closing, to purchase the Bonds from the Issuer at an aggregate discount of $_____ from the initial public offering prices set forth on the cover page of this Official Statement. The Underwriter will be obligated to purchase all such Bonds if any such Bonds are purchased. The Bonds may be offered and sold to certain dealers (including Underwriters and other dealers depositing such Bonds into investment trusts) at prices lower than such public offering prices, and such public offering prices may be changed from time to time by the representatives of the Underwriter. The Underwriter is Smith Barney, Harris Upham & Co. Incorporated.

Litigation.

Except for those matters described below, there is no litigation pending or threatened against the Issuer relating to the Airport other than various legal proceedings arising out of the ordinary course of business of the Airport and having no material impact on the financial condition or the operation of the Airport. Upon the delivery of the Bonds, the Issuer will furnish a certificate to the effect that, among other things, there is no litigation pending in any court seeking to restrain or enjoin the issuance or delivery of

the Bonds, or in any way contesting the validity or enforceability of the Bonds, the Indentures or the Agreements.

Two lawsuits are pending against the Issuer in the United States District Court for the Northern District of Illinois, each concerning the Issuer's regulation of ground transportation to and from the Airport. The complaints allege, among other things, violations of the Sherman Antitrust Act and seek damages and certain other relief relating to such regulation.

The following three lawsuits against the Issuer contain claims based on noise and other effects of aircraft operations arising out of the operation of the Airport. These lawsuits are more fully described as follows:

(a) *Bieneman v. City of Chicago, et al.*, No. 84 C 10388 (N.D. Ill). This civil action, filed December 4, 1984, brought as a class action on behalf of all people affected by the Airport, sought damages for personal injuries and property damage allegedly resulting from operations at the Airport, primarily from noise and air pollution associated with airplane operations. The complaint, as amended, alleged that the class of plaintiffs included "several hundred thousand members" and alleged damages related to civil rights claims in an amount in excess of $10,000 for each member. Punitive damages and awards based upon inverse condemnation were also sought. Plaintiff also sought an injunction requiring implementation of alternatives to increased aircraft operations at the Airport and requiring mitigation measures at the Airport to reduce the continuing injuries which plaintiff claimed. The personal injury count was based on the Civil Rights Act, 42 U.S.C. §1983. The property damage claim was based on the theory of inverse condemnation. Another count sought relief against various airline defendants. Relief was also sought on a variety of other state law and constitutional theories. By memorandum opinion and order dated June 8, 1987, the District Court granted the Issuer's motion to dismiss. Plaintiff appealed the judgment to the United States Court of Appeals. On February 3, 1988, the United States Court of Appeals dismissed this appeal for lack of jurisdiction because the District Court had not disposed of the class allegations. On June 24, 1988, the District Court ruled that the suit could not be maintained as a class action and entered a final judgment order dismissing the case. On December 13, 1988, the United States Court of Appeals affirmed the judgment of the District Court to the extent that it found all claims under the United States Constitution to be barred, rejected claims under 42 U.S.C. §1983 and held that class certification should be denied, but vacated the District Court judgment to the extent that it held that claims under state law were preempted, and remanded the case to the District Court with instructions that the court relinquish jurisdiction so that the plaintiff "may pursue his state law contentions in state court". The effect of the Court of Appeals decision is complete dismissal of this case on all grounds. The court's holding with respect to preemption leaves open the possibility that the plaintiff in this case can proceed to state court and seek damages there

under state tort law theories. The United States Supreme Court denied certiorari and this litigation is concluded.

(b) *Biddison v. City of Chicago, et al.*, No. 85 C 10295 (N.D. Ill). On December 11, 1985, plaintiff filed an eight-count complaint against the Issuer, officials of the Issuer and seven domestic airlines which is virtually the same as the first amended complaint in Bieneman. Plaintiff seeks unspecified actual damages against the Issuer in excess of $10,000. By memorandum opinion and order dated June 8, 1987, the District Court granted the Issuer's motion to dismiss all claims except as to the count based upon an inverse condemnation claim. As to the inverse condemnation count, the Issuer filed a motion for summary judgment based upon an inverse condemnation claim. As to the inverse condemnation count, the Issuer filed a motion for summary judgment based upon the statute of limitations. On July 28, 1989, the District Court granted the Issuer's motion for summary judgment, and dismissed all remaining counts of the complaint. As a result, all proceedings in the District Court in this case have been concluded. Plaintiff has appealed to the United States Court of Appeals for the Seventh Circuit from the District Court's order granting summary judgment for the Issuer. The matter was briefed by the parties. Oral argument was heard by the court on October 2, 1990. No date has been set for decision.

(c) *People of the State of Illinois ex rel. James E. Ryan, State's Attorney of DuPage County, et al. v. The City of Chicago, et al.* (Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Wheaton, Illinois) No. 89 MR 0314. This Complaint for Declaratory Judgment, Damages and Other Relief was filed on June 12, 1989, by People of the State of Illinois by the State's Attorney, the Regional Board of School Trustees of DuPage County, the Superintendent of Schools of DuPage County and several DuPage County school districts. The defendants are the Issuer and six of the airlines which provide service at the Airport. The complaint has 11 counts alleging deprivation of students rights to education, interference with and impairment of statutory and regulatory obligations, continuing nuisance, taking of property in violation of the Constitution of Illinois, and damaging of property. The suit also seeks a declaratory judgment that certain defenses relied upon by the Issuer in prior litigation are invalid. In addition to declaratory relief, damages in excess of $1,000,000 are claimed and injunctive relief is requested. On August 30, 1989, the Issuer filed a motion to dismiss the seven counts of the complaint seeking relief against the Issuer (the airline defendants have filed a motion to dismiss the counts seeking relief against them). Briefs have been filed by the parties. A hearing on the Issuer's motion was held on September 18, 1990. No date for decision has been set, but a status hearing is scheduled for November 16, 1990. On May 16, 1990, United Airlines, a co-defendant in the case, filed a motion for change of venue, which motion was denied on August 21, 1990, without prejudice to the refiling of the motion at a later time.

The Biddison and Ryan suits will be vigorously defended by the Issuer. As of the date of this Official Statement, however, the Issuer and its Special Counsel, Hopkins & Sutter, are unable to predict whether such litigation might result in the delay or modification of the implementation of the Airport Development Plan, or might result in substantial changes in the operation of the Airport or the flight operations it will handle, or whether any damages will be awarded against the Issuer and the Airline Parties or if such damages are awarded, the amount of such damages. A judgment in the amounts claimed in these lawsuits would not have a substantial impact on the various Airport fees and charges, but if the principles of law on which plaintiffs claims are based are established by the courts, subsequent lawsuits based on these principles could result in aggregate damages which could have a substantial impact on the various fees and charges. The Airline Parties are responsible for defending these lawsuits and are responsible for reimbursing the Issuer for any resulting judgment as an operating expense allocable to the airfield and chargeable through landing fees.

A court-ordered restraint on the level, timing or type of aircraft operations at the Airport or an award of damages, depending on the significance of such restraint or award, could materially adversely affect per-passenger charges for the use of the Airport, the consequences of which cannot be predicted at this time.

Certain Airline Parties have threatened litigation against the Issuer concerning the amount of indirect or "overhead" costs properly chargeable (for fiscal years beginning with 1984) as expenses of the Airport, pursuant to the Airport Use Agreements. The Issuer and these Airline Parties have negotiated settlement arrangements regarding the amount of indirect costs chargeable as expenses of the Airport for the years 1984 -- 1987. All of the affected Airline Parties have already executed these agreements, and execution by the Issuer is expected shortly. The Issuer and these Airline Parties are negotiating to finalize the amount of indirect costs chargeable as expenses of the Airport through 1989 and are also negotiating regarding future years. The Issuer is of the view that the ultimate resolution of the dispute will not have a material adverse effect on the Airport.

In addition, there are, from time to time, lawsuits which arise out of the various construction contracts entered into in connection with various construction projects at the Airport.

Regulatory Proceedings And Proposed State Actions.

Federal Aviation Administration.

Since 1969, the Airport has operated under the F.A.A.'s "High Density Rule", which imposed limits on hourly aircraft operations. The F.A.A.

amended the Rule effective June 1, 1984, increasing the number of aircraft operations permitted at the Airport from 135 operations per hour to 155 operations per hour while extending the hours during which restrictions are applicable. The amendment also resulted in a modification of the allocation of hourly operations among the three classes of users -- air carriers, commuter airlines and other categories. The F.A.A. has the power to regulate the number of operations at the Airport by various means in addition to the High Density Rule and has from time to time exercised those powers. It is not possible to predict whether, or the extent to which, the F.A.A. may from time to time modify, replace or remove operational limits applicable to the Airport. Recently enacted federal legislation obligates the Secretary of Transportation by July 1, 1991 to initiate a rule-making proceeding to consider more efficient methods of allocating existing capacity at high density traffic airports (which would include the Airport) in order to provide improved opportunities for operations by air carriers having less than 12 operating rights at such airports.

Proposed State Actions.

A regulatory proceeding considering the issuance of proposed aircraft noise regulations was begun in 1977 and is still pending before the Illinois Pollution Control Board. On April 10, 1986, the Board issued a Proposed Opinion and Order of the Board which includes definitive proposed regulations. The Board may or may not adopt these regulations in the form proposed. However, if enacted in their present form the proposed regulations could severely restrict operations at the Airport. The Issuer's Special Counsel, Hopkins & Sutter, is of the opinion that the proposed regulations in their present form raise significant issues under existing case law and that portions of the proposed regulations may be found unenforceable by state or federal courts.

In 1988 the Illinois Department of Transportation ("I.D.O.T.") proposed to locate the planned Elgin-O'Hare expressway along the southwestern boundary of the Airport. Through November 1989, I.D.O.T. and the Issuer discussed the preferred alignment that the expressway should take. The Issuer would not accept any alignment that would compromise or preclude future Airport development options. No agreement was reached regarding the Elgin-O'Hare expressway proposal. Although discussions are presently suspended, they are expected to revive at some time in the future. The resolution of this matter will not have an impact on completion of the Airport Development Plan.

Proposed Airport Oversight Board.

The Illinois General Assembly has in recent sessions considered, but failed to adopt, various proposed bills which, if adopted, would have created an airport authority with membership comprised of suburban and Issuer

representatives and having certain oversight authority over the Airport, or which would have had the effect of restricting operations at the Airport. Similar legislation can be expected to be introduced in future sessions of the General Assembly. It is expected that the Issuer will continue to oppose such legislation.

Third Airport Feasibility.

In July 1988, a study (the "1988 Study") sponsored by I.D.O.T. was completed concerning the advisability and feasibility of either constructing an additional airport or expanding an existing Airport to service the Chicago Region. The 1988 Study concluded that unless an additional Airport is built, a portion of total passenger demand in the Chicago Region by (or before) the year 2020 will not be accommodated at the Issuer's Airports. In order to evaluate the preliminary recommendation of the 1988 Study, I.D.O.T. in conjunction with the Federal Aviation Administration has selected a consultant to conduct a second study relative to a site selection and master plan for a third airport (the "Site Study"). This Site Study will include a review of the forecasts of aviation demand developed in the 1988 Study and will include a report to a committee comprised of representatives of Illinois, Indiana and the Issuer as a result of the July, 1990 Memorandum of Understanding (the "Bi-State Committee") which will evaluate the consultant's report taking into consideration environmental, financial feasibility, airspace, human resource implications, ground access, cost and service capability factors and make a recommendation on a final site.

In February 1990, the Issuer, on the basis of a feasibility study commissioned by the Issuer, announced its support for the construction of a third commercial airport in the Lake Calumet area on the Issuer's southeast side, approximately 14 miles southeast of the Issuer's central business district. The Lake Calumet airport may replace Midway Airport as a commercial air carrier facility and is anticipated to service domestic and international passenger and cargo traffic on a scale similar to that of the Airport. The Lake Calumet airport is projected to begin operations in the year 2010. It is not possible to predict at this time what impact the Lake Calumet airport might have on the Airport.

On July 10, 1990, the States of Illinois and Indiana and the Cities of Chicago, Illinois and Gary, Indiana, in cooperation with the U.S. Department of Transportation, jointly announced the expansion of the membership of the Bi-State Committee from eight to twelve members with three of the additional members being selected by the Issuer and the fourth member, who will serve as Committee chairman, being selected by the unanimous agreement of the Governors of Illinois and Indiana and the Mayor of the Issuer. In addition, it was announced that the Site Study will now include in its evaluation the Issuer's Lake Calumet airport site, along with the four other sites previously identified as possible locations for a third airport in the Chicago Region.

Special Florida Blue Sky Requirements.

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

In addition, the Issuer has issued industrial development bonds and multi-family housing revenue bonds for the benefit of private users that are payable primarily or entirely from payments made by such users. The Issuer makes no representation as to whether any such bonds are or are not in default. In the view of the Issuer, disclosure of defaults of industrial development or multi-family housing revenue bonds, if any, would not be appropriate or material to the sale of the Bonds because the Bonds are payable from amounts paid by the Company under the Agreements, an entirely separate source of revenue than such bonds. "Security For And Sources Of Payment Of The Bonds".

Tax Matters.

Summary Of Co-Bond Counsel Opinions.

The Internal Revenue Code of 1986, as amended (the "Code"), contains certain requirements that must be satisfied from and after the date of issuance of the Bonds in order to preserve the exemption from federal income

taxes of interest on the Bonds. These requirements relate to the use and investment of the proceeds of the Bonds and the use of the property financed with the proceeds of the Bonds. The Company has covenanted in the Agreement to comply with these requirements.

Co-Bond Counsel are of the opinion that, under existing law, interest on the Bonds is not includible in the gross income of the owners thereof for federal income tax purposes and consequently is exempt from present federal income taxes based on gross income. If there is continuing compliance with the requirements of the Code described above, Co-Bond Counsel are of the opinion that interest on Bonds will continue to be exempt from present federal income taxes based on gross income.

Interest on the Bonds does not constitute an item of tax preference for purposes of computing individual and corporate alternative minimum taxable income (because the Bonds are issued to refund bonds issued before August 8, 1986) but is includible in the earnings and profits of a corporation and consequently must be taken into account when computing corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax and the corporate environmental tax.

Co-Bond Counsel express no opinion as to the exemption from present federal income taxes of interest on any Bond for any period during which such Bond is held by a person who is a "substantial user" of the facilities finances with the proceeds of the Bonds or a "related person" (as defined in Section 147(a) of the Code). Interest on the Bonds is not exempt from present Illinois income taxes.

Continuing Legal Requirements.

The Code sets forth certain requirements that must be satisfied on a continuing basis in order to preserve the exemption from federal income taxes of interest on the Bonds. Among these requirements are the following:

Rebate of Arbitrage Profit. Earnings from the investment of the "gross proceeds" of the Bonds in excess of the earnings that would have been realized if such investments had been made at yield equal to the yield on the Bonds are required to be paid to the United States of America at periodic intervals. For this purpose, the term "gross proceeds" includes the original proceeds of the Bonds, proceeds of the Prior Bonds that remain unspent upon the payment of the Prior Bonds, amounts received as a result of investing such proceeds and amounts to be used to pay debt service on the Bonds.

Investment Restrictions. Except during certain "temporary periods", proceeds of the Bonds and investment earnings on those proceeds (other than amounts held in a reasonably required reserve or replacement fund,

if any, or as part of a "minor portion") may not be invested in taxable investments having a yield that is materially higher (1/8 of one percent) than the yield on the Bonds. Except during such "temporary periods", the amount invested in taxable investments having a yield that is materially higher than the yield on the Bonds may not exceed 150% of the scheduled payments of principal and interest to be made with respect to the Bonds during the current year.

Restrictions on Use. The Code includes restrictions on the types of facilities (including liquor stores and airplanes) that may be financed with the proceeds of the Bonds. Such provisions may restrict future changes in the use of any property financed with the proceeds of the Bonds.

Risk Of Non-Compliance.

In the event that the Issuer or the Company fails to comply with the requirement of the Code, interest on the Bonds may become subject to federal income taxation retroactively to the date of issue. See "The Bonds -- Redemption Prior To Maturity -- Mandatory Redemption Upon Determination Of Taxability."

Federal Income Tax Consequences.

Pursuant to Section 103 of the Code, interest on the Bonds is not includible in the gross income of the owners thereof for Federal income tax purposes. The Code, however, contains a number of other provisions relating to the treatment of interest on the Bonds which may affect the taxation of certain types of owners, depending on their particular tax situations. Some of the potentially applicable Federal income tax provisions are described in general terms below. Prospective Purchasers Should Consult Their Tax Advisors Concerning The Particular Federal Income Tax Consequences Of Their Ownership Of The Bonds. No opinion is expressed by Co-Bond Counsel with respect thereto.

A. In General. Owners of the Bonds will generally be denied a deduction for otherwise deductible interest on any debt which is treated for Federal income tax purposes as having been incurred or continued to purchase or carry the Bonds.

B. Corporate Owners. Interest on the Bonds is generally taken into account in computing the earnings and profits of a corporation and consequently may be subject to Federal income taxes based thereon. Thus, for example, interest on the Bonds is taken into account not only in computing the corporate alternative minimum tax and the corporate environmental tax, but also the branch profits tax imposed on certain

foreign corporations, the passive investment income tax imposed on certain S corporations, and the accumulated earnings tax.

C. Individual Owners. Receipt of interest on the Bonds may increase the amount of social security and railroad retirement benefits included in the gross income of the recipients thereof for Federal income tax purposes.

D. Certain Blue Cross or Blue Shield Organizations. Receipt of interest on the Bonds may reduce a special deduction otherwise available to certain Blue Cross or Blue Shield organizations.

E. Property or Casualty Insurance Companies. Receipt of interest on the Bonds may reduce otherwise deductible underwriting losses of a property or casualty insurance company.

F. Financial Institutions. A financial institution may be denied a deduction for its otherwise allowable interest expense in an amount determined by reference, in part, to its adjusted basis in the Bonds.

Original Issue Discount.

In the opinion of Co-Bond Counsel, under existing statutes, regulations, published rulings and judicial decisions, the difference between the principal amount payable at maturity on the Bonds and the initial offering price at which a substantial amount of the Bonds is sold to the public (the "Offering Price"), to the extent properly allocable to each owner of the Bonds, is excluded from gross income for Federal income tax purposes with respect to such owner to the same extent as interest on the Bonds as described above.

Under the Code, for purposes of determining the adjusted basis of an owner in the Bonds, interest on the Bonds is treated as compounding semiannually, on _____ 1 and _____1 of each year, at a rate sufficient to produce the yield to maturity of the Bonds based on the Offering Price thereof, and on a daily, ratable basis for any day between such dates. The adjusted basis is used to determine taxable gain or loss upon disposition (including redemption or payment at maturity).

The Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of Bonds who purchase such Bonds after the initial offering of a substantial amount thereof. Owners who do not purchase such Bonds in the initial offering at the initial offering price should consult their tax advisors with respect to the tax consequences of their ownership of such Bonds.

No opinion is expressed with respect to the income tax treatment of the original issue discount on the Bonds under the laws of any state. In some states, interest accruing on the Bonds may be treated as income realized in

the year of accrual and may be taxable in such year. Owners of the Bonds should consult their tax advisors with regard to such matters.

Approval Of Legal Proceedings.

The authorization and issuance of the Bonds are subject to the approving opinions of Katten Muchin & Zavis, Chicago, Illinois, and Sanchez & Daniels, Chicago, Illinois, Co-Bond Counsel, which opinions will be printed on the Bonds and will be substantially in the form set forth in Appendix A.

Certain legal matters with regard to the Company are subject to the approval of Robert S. Harkey, Esq., Senior Vice President-General Counsel of the Company. Certain legal matters with regard to the Issuer are subject to the approval of Kelly R. Welsh, Esq., Corporation Counsel of the Issuer.

Certain legal matters in connection with the Bonds are subject to the approval of Wood Dawson & Hellman, New York, New York, and Haggerty, Koenig & Hill, Chicago, Illinois, Co-Counsel to the Underwriter.

Miscellaneous.

The foregoing summaries or descriptions of provisions of the Special Facility Use Agreement and the Indenture and all references to other materials not purporting to be quoted in full are qualified in their entirety by reference to the complete provision of the documents and other materials summarized or described. Copies of the Special Facility Use Agreement and the Indenture may be obtained from the Trustee or, during the offering period, from the Underwriter.

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of such estimates will be realized. Information and financial data in this Official Statement and in Appendix A hereto concerning the Company has been selected and prepared by or on behalf of the Company for inclusion herein. The Issuer does not assume any responsibility as to the accuracy or completeness of any such information or financial data relating to the Company or the Project contained herein.

This Official Statement has been duly authorized by the Issuer.

Appendix "A" attached to this Official Statement reads as follows:

Appendix "A".

Co-Bond Counsel Will Render Their Separate Opinions

Relating To The Series 1992 Bonds In

Substantially The Following Form:

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

Ladies and Gentlemen:

We have acted as Co-Bond Counsel in connection with the authorization and issuance by the City of Chicago, an Illinois municipal corporation and home rule unit of local government under the 1970 Illinois Constitution (the "City"), of its

City of Chicago

$_____

Chicago-O'Hare International Airport

Special Facility Revenue Refunding Bonds,

Series 1992

(Delta Air Lines, Inc. Terminal Project)

(the "Bonds"), under the provisions of Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance adopted by the City Council of the City (the "Bond Ordinance").

The Bonds mature on _____, ____, and bear interest as provided in the hereinafter defined Indenture. The Bonds are issuable only as registered bonds without coupons in the authorized denominations referred to in the Indenture. The Bonds are subject to redemption prior to maturity at the times, in the manner and upon the terms set forth in the Indenture.

The Bonds are being issued for the purpose of currently refunding the City's $ _____ aggregate principal amount of Chicago-O'Hare International Airport Special Facility Revenue Bonds (Project), Series 1982-C. The outstanding bonds of the City being refunded were issued primarily to pay or reimburse a portion of the cost of improving and expanding portions of Terminal 3 and the construction of Concourse 1 and related improvements (the "Project") at Chicago-O'Hare International Airport (the "Airport").

The City and Delta Air Lines, Inc., a Delaware corporation (the "Company"), have entered into a Special Facility Use Agreement dated as of August 1, 1982, as amended and supplemented (the "Special Facility Use Agreement"), pursuant to which the Company is obligated to make payments in amounts equal to the principal of and interest on the Bonds. Such payments have been assigned and pledged by the City to Continental Bank National Association (formerly, Continental Illinois National Bank and Trust Company of Chicago), as trustee (the "Trustee") under an indenture of Trust dated as of November 15, 1982, as amended and supplemented (the "Indenture"), pursuant to which the Bonds are issued and secured.

In connection with the issuance of the Bonds we have examined the following:

(a) the Constitution of the State of Illinois, a certified copy of the Bond Ordinance and such laws as we deemed pertinent to this opinion;

(b) executed counterparts of the Special Facility Use Agreement and the Indenture; and

(c) such other documents, showings and related matters of law as we have deemed necessary in order to render this opinion.

Based upon our examination of the foregoing, we are of the opinion that:

(1) The City is a municipal corporation and governmental unit duly organized and validly existing under the laws of the State of Illinois and is a home rule unit of local government within the meaning of Section 6(a) of Article VII of the 1970 Illinois Constitution. The City has all requisite power and authority under the Constitution and the laws of the State of Illinois and the Bond Ordinance (i) to enter into the Indenture with the Trustee and to issue the Bonds thereunder, and (ii) to enter into the Special Facility Use Agreement with the Company.

(2) The Special Facility Use Agreement and the Indenture have been duly authorized, executed and delivered by the City, constitute valid and

binding obligations of the City and are legally enforceable in accordance with their terms.

(3) The Bonds have been duly authorized and issued, are the legal, valid and binding obligations of the City (payable solely from amounts to be received by the City under the Special Facility Use Agreement and other funds pledged therefor under the Indenture), are entitled to the benefits and security of the Indenture, and are enforceable in accordance with their terms.

(4) The Bonds and the interest thereon do not constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation nor give rise to a charge against its general credit or taxing powers, and the Bonds are payable solely from the revenues and other receipts derived from the Special Facility Use Agreement and certain other amounts as provided in the Indenture. Neither the faith and credit nor the taxing power of the State of Illinois, the City or any other political subdivision of the State of Illinois is pledged to the payment of the principal of, premium, if any, or interest on the Bonds. Neither the members of the City Council of the City nor any person executing the Bonds shall be liable personally on such Bonds by reason of the issuance thereof.

(5) The Indenture creates the valid and binding assignment and pledge that it purports to create of the amounts receivable by the City under the Special Facility Use Agreement and other amounts assigned and pledged to the Trustee under the Indenture.

(6) The Special Facility Use Agreement and the Indenture constitute a "Special Facility Financing Agreement" relating to a "Special Facility Improvement" within the meaning of "An Ordinance Authorizing The Issuance By The City Of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds", adopted by the City Council of the City on March 31, 1983 (the "General Airport Revenue Bond Ordinance"), with the result that (a) the amounts to be derived by the City from the Special Facility Use Agreement and other amounts assigned and pledged to the Trustee under the Indenture do not constitute "Revenues" within the meaning of the General Airport Revenue Bond Ordinance pledged to the payment of bonds heretofore or hereafter issued thereunder and (b) such "Revenues" are not assigned or pledged and will not be available to pay the principal of or interest on the Bonds.

(7) The Internal Revenue Code of 1986, as amended (the "Code"), contains certain requirements that must be satisfied from and after the date hereof in order to preserve the exemption from Federal income taxes of interest on the Bonds. These requirements relate to the use and investment of the proceeds of the Bonds. The Company has covenanted in the Special Facility Use Agreement to comply with these requirements.

(8) Under existing law, interest on the Bonds is not includible in the gross income of the owners thereof for Federal income tax purposes and consequently is exempt from present Federal income taxes based on gross income. If there is continuing compliance with the requirements of the Code described in the preceding paragraph, we are of the opinion that interest on the Bonds will continue to be exempt from present Federal income taxes based on gross income. Interest on the Bonds does not constitute an item of tax preference for purposes of computing individual and corporate alternative minimum taxable income (because the Bonds are issued to refund bonds issued before August 8, 1986) but is includible in the earnings and profits of a corporation and consequently must be taken into account when computing corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax and the corporate environmental tax. We express no opinion as to the exemption from present Federal income taxes of interest on any Bond for any period during which such Bond is held by a person who is a "substantial user" of the facilities financed with the proceeds of the Bonds or a "related person" (as defined in Section 147(a) of the Code). Interest on the Bonds is not exempt from present Illinois income taxes.

In rendering the foregoing opinion, we advise you that the enforceability (but not the validity or binding effect) of the Special Facility Use Agreement, the Bonds and the Indenture (i) may be limited by any applicable bankruptcy, insolvency or other laws affecting the rights or remedies of creditors generally now or hereafter in effect, and (ii) is subject to principles of equity in the event that equitable remedies are sought.

With respect to the due authorization, execution and delivery by the Company of the Special Facility Use Agreement, and with respect to the enforceability against the Company of such instrument in accordance with its terms, we have relied upon certain opinions of other counsel, copies of which opinions have been furnished to you.

Respectfully yours,

EXECUTION OF AGREEMENT WITH CHICAGO TRANSIT AUTHORITY TO PROVIDE MENTAL HEALTH CARE SERVICES TO CHICAGO TRANSIT AUTHORITY EMPLOYEES AND FAMILIES.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a service agreement between the Chicago Department of Health and the Chicago Transit Authority, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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"), acting through its Department of Health, Bureau of Mental Health, desires to provide quality mental health care services to patients in the City; and

WHEREAS, The Chicago Transit Authority, a municipal corporation and unit of local government organized and existing under the laws of the State of Illinois (the "C.T.A."), is desirous of making available such mental health care services to its employees; and

WHEREAS, It is necessary and desirable that the City enter into a service agreement with the C.T.A. pursuant to which the City will provide mental health care services to C.T.A. employees and their families under certain terms and conditions; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part of the ordinance.

SECTION 2. The Mayor or the Commissioner of the Department of Health is hereby authorized to execute, and the City Clerk to attest, subject to review by the Corporation Counsel, a service agreement substantially in the form attached hereto as Exhibit A (the "Service Agreement").

SECTION 3. Such revenues that may be generated pursuant to the Service Agreement are hereby appropriated from Fund 100.

SECTION 4. This ordinance shall be in full force and effect by and from the date its its passage.

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

Exhibit "A".

Service Agreement.

This Service Agreement entered into as of the ____ day of _____, 1992 (hereinafter referred to as the "Agreement"), by and between the City of Chicago, a home rule unit and municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois, through its City of Chicago Department of Health, Bureau of Mental Health (hereinafter referred to as "Service Provider") and the Chicago Transit Authority, a municipal corporation and unit of local government organized and existing under and by virtue of the Constitution and laws of the State of Illinois (hereinafter referred to as the "C.T.A.").

Witnesseth:

In consideration of the following recitals, of the mutual covenants hereafter set forth, and of other good and valuable considerations, the C.T.A. and Service Provider agree as follows:

I. General Conditions.

A. The Service Provider agrees that services to be provided under the terms of this Agreement shall be made available without regard to race, religion, color, creed, age, sex, marital status, national origin, handicap status, and in such a manner as to protect the dignity of the individual.

B. The Service Provider agrees that all information obtained by Service Provider or its personnel from C.T.A. employees or their families related to their examination, care and treatment shall be held in confidence and will be divulged only with the client's consent. The Service Provider will send evaluation and other reports to the C.T.A. as required by the Employee Assistance Program (hereinafter referred to as "E.A.P.") and Benefit Services.

C. The Service Provider agrees to utilize qualified clinical personnel who are experienced, degreed, certified and/or licensed as the following:

psychiatrists

psychologists

social workers

certified alcoholism counselors

community mental health workers.

D. All documents, including reports and all other work products, produced by the Service Provider under this Agreement shall be shared jointly with the C.T.A..

E. The Service Provider agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act (Ill. Rev. Stat. Ch. 68, Par. 1-101, et seq.) and agrees to act in conformity with 44 Ill. Adm. Code 750 APP.A.

The Service Provider agrees to comply with the Federal Civil Rights Act of 1964 as amended, the Federal Rehabilitation Act of 1973, and all other federal and

State of Illinois laws, regulations or orders which prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental handicap.

F. This Agreement may not be amended without prior written approval of both the Service Provider and the C.T.A..

II. Scope Of Services.

A. The Service Provider will provide services as described in Appendix A, attached hereto and incorporated herein, and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this service agreement.

B. All services provided shall be governed by the following:

1. The Service Provider shall perform all services required by this Agreement and carry out these services, in a satisfactory manner, as determined by the established standard of practice.

2. Prior written approval by the C.T.A. and Service Provider is required for revisions regarding the scope or nature of service activities. All proposed changes must include a description of and justification for the change.

3. At the termination of the Agreement (unless this Agreement is renewed or replaced by a similar agreement between the parties), all property shall become the sole property of the Service Provider.

4. All records pertaining to any matter covered by this Agreement shall be available from the Service Provider Monday -- Friday, 9:00 A.M. -- 5:00 P.M. during normal office hours.

III. Payment.

A. C.T.A. shall make payments to Service Provider during the term of this Agreement.

These amounts shall be based on the following rates:

I. Individual, Family and Couple Therapy/Counseling -- Forty-two Dollars ($42) per hour.

II. Comprehensive Assessment -- Fifty Dollars ($50) per hour.

III. Psychiatric Evaluation -- Seventy Dollars ($70) per hour.

IV. Medication Review/Administration -- Sixty-five Dollars ($65) per hour.

V. Group Therapy -- Thirteen Dollars ($13) per hour.

VI. Psychological Testing -- Four Hundred Fifty Dollars ($450) for full battery of tests (6 to 9 hours).

B. Payments under this Agreement shall be made after the Service Provider submits written documentation of the number of service hours performed to the C.T.A. on a monthly basis.

The designated financial officer for Service Provider shall certify that all documents are true representations of Service Provider's services.

C. Notwithstanding the provisions of the above, the C.T.A. shall have the right to make any changes in the method of making payments as may be necessary.

IV. Independent Contractor.

Service Provider, in performing the services herein specified, is acting as an independent contractor, and shall perform such services in its professional capacity in accordance with currently approved methods and practices and city, county, state and federal laws and regulations. This Agreement does not in any way create the relationship of principal/agent between the C.T.A. and Service Provider, and under no circumstances shall Service Provider be considered an agent of C.T.A.. Service Provider will not act or represent themselves directly or

indirectly or by implication as an agent of C.T.A. or in any manner assume or create or attempt to create any obligation on behalf of or in the name of C.T.A..

V. Amendment.

This Agreement can be modified only in writing executed by both parties hereto.

VI. Termination.

This Agreement may be terminated at any time by either party upon giving at least 30 days prior written notice.

VII. Choice Of Law.

This Agreement, including all matters relating to the validity, construction, performance, and enforcement thereof, shall be governed by the laws of the State of Illinois.

VIII. Term.

The term of this Agreement shall commence on _____ and end on _____ unless terminated in accordance with the provisions of Section VI.

IX. Notice.

All notices provided for hereunder shall be in writing and if to the C.T.A. shall be addressed to:

Manager, Benefit Services
Chicago Transit Authority
Merchandise Mart Plaza
Chicago, Illinois 60654

with a copy to the General Attorney located at the same address, Room 440;

and if to the City of Chicago shall be addressed to:

Manager
City of Chicago Department of Health
Bureau of Mental Health
121 North LaSalle Street
Chicago, Illinois 60602

with a copy to Corporation Counsel at the same address, Room 501.

All notices shall be sent, at a minimum, by first class mail, postage prepaid.

X. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original.

XI. Entire Agreement.

This Agreement constitutes the entire agreement between the parties, and cannot be modified or amended except by mutual written agreement of the parties.

XII. Ordinances.

Execution of this Agreement by the City of Chicago is authorized by virtue of an ordinance passed by the City Council of the City of Chicago on _____. Execution of this Agreement by the Chicago Transit Authority is authorized by virtue of an ordinance passed by the Chicago Transit Board of the Chicago Transit Authority on _____.

In Witness Whereof, the City of Chicago has caused this Agreement to be signed by its _____ and its seal to be hereto affixed and duly attested by its City Clerk, and the Chicago Transit Authority has caused the same to be executed by the Chairman of the Chicago Transit Board, approved by the Chicago Transit Board and duly attested to by its Secretary as of the day and year first above written.

Approved As To Form
And Legality:

City of Chicago,
Department of Health
Bureau of Mental Health

_____
Corporation Counsel

(Signed) By: Sheila Lyne, R.S.M.
Commissioner

By: _____
Bureau Chief

Attest:

_____
City Clerk

Authorized by ordinance

No. _____

Chicago Transit Authority,
a municipal corporation

Attest:

By: _____

_____
Secretary

Approved As To Form And Legality:
(subject to proper authorization
and execution thereof)

_____
General Attorney

Appendix "A" attached to this Service Agreement reads as follows:

Appendix "A".

The Chicago Department of Health, Bureau of Mental Health provides the following mental health and substance abuse outpatient services that will be available to Chicago Transit Authority employees, their spouses and children.

Individual Therapy. A treatment approach in which a professional deliberately establishes a relationship with an individual client in ongoing periodic formal sessions with the goal of ameliorating or reducing the symptoms of emotional, cognitive or behavioral disorders and promoting positive, emotional, cognitive and behavioral development.

Group Therapy. An approach to treatment in which one or more professionals deliberately establish a relationship with two or more clients seen simultaneously in periodic formal sessions with the goal of ameliorating or reducing the symptoms of emotional, cognitive or behavioral disorders and promoting positive, emotional, cognitive development.

Family Therapy. A treatment approach in which one or more professionals deliberately establish a relationship with a client and his or her immediate family in ongoing periodic formal sessions, when the client's problems are perceived to be substantially due to impaired relations within the family. The goal is to modify family relationships, which will result in amelioration or reduction of the client's symptoms of emotional, cognitive or behavioral disorders.

Comprehensive Assessment. The formal process of gathering into a written report(s) demographic data, presenting problems, history or cause of illness, history of treatment, psychosocial, substance abuse and current functioning in emotional, cognitive, social and behavioral domains through a face-to-face process with the client and collaterals, which results in identifying the client's mental health and/or substance abuse needs, and recommendations for service delivery, and may include a tentative diagnosis.

Psychiatric Evaluation. An in depth evaluation of the client conducted by a psychiatrist, or a physician with training in mental health services or one year of clinical experience, under supervision, in treating problems related to mental illness. The psychiatric evaluation covers all aspects of assessment generally accepted as reasonable clinical practice in the field of psychiatry including a statement of assets and deficits and results in a formulation of problems, diagnosis, and treatment recommendations.

Psychological Assessment. An assessment of the client's functioning in emotional, cognitive, intellectual and/or behavioral domains by a licensed clinical psychologist using nationally standardized psychological assessment instruments. The assessment results in a formulation of problems, tentative diagnosis and recommendation for treatment or service(s).

Psychotropic Medication Monitoring Review and Training. Ongoing observation of the client's response to his or her medication and information provided to a client with mental illness regarding the appropriate use of the psychotropic medication prescribed for his or her mental illness.

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH REZMAR CORPORATION UNDER TERMS OF MULTI-PROGRAM FOR REHABILITATION OF PROPERTY AT 7640 -- 7656 SOUTH STEWART AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with Rezmar Corporation for the rehabilitation of the property located at 7640 -- 7656 South Stewart Avenue, for the amount of $960,000, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low- and moderate-income; and

WHEREAS, The City has determined that the continuance of a shortage of affordable rental housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has programmed $7,250,000 of Community Development Block Grant funds under its Housing Rehabilitation and New Construction Program (the "Multi-Program") in Program Year XVIII, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to a limited partnership to be formed (the "Borrower") of which Rezmar Corporation will be the sole general partner, in an amount not to exceed $960,000 (the "Loan"), to be funded from Multi-Program Year XVIII 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 hereto, the Commissioner of D.O.H. (the "Commissioner") is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized 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, an Illinois corporation, as a sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.	
Project:	Rehabilitation of a building located at 7640 -- 7656 South Stewart Avenue, Chicago, Illinois (the "Property") and of 48 dwelling units contained therein as one-, two-, three- and four-bedroom units for low- and moderate-income families.	
Loan:	Source:	Multi-Program Year XVIII.
	Amount:	Not to exceed $960,000.
	Term:	Not to exceed 32 years.
	Interest:	3% per annum.
	Security:	Non-recourse loan; second mortgage on the property.

Additional Financing:	1.	Amount:	$960,000 loan.
		Term:	18 years.
		Source:	Harris Trust and Savings Bank or a financial institution acceptable to the Commissioner.
		Interest:	Adjustable rate, not to exceed 12% per annum.
		Security:	Non-recourse loan; first mortgage on the Property.
	2.	Low-Income Housing Tax Credit ("L.I.H.T.C.")	
		Proceeds:	Approximately $1,413,192.
		Source:	To be derived from the syndication by the General Partner of $273,214 L.I.H.T.C. allocation by the Illinois Housing Development Authority.
Total Project Costs:			Approximately $3,333,192.

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH REZMAR CORPORATION UNDER TERMS OF MULTI-PROGRAM FOR REHABILITATION OF PROPERTY AT 7000 -- 7010 SOUTH SANGAMON STREET.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with Rezmar Corporation for the rehabilitation of the property located at 7000 -- 7010 South Sangamon Street, for the amount of $653,500, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 $7,250,000 of Community Development Block Grant funds under its Housing Rehabilitation and New Construction Program (the "Multi-Program") in Program Year XVIII,

wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to a limited partnership to be formed (the "Borrower") of which Rezmar Corporation will be the sole general partner, in an amount not to exceed $653,500 (the "Loan"), to be funded from Multi-Program Year XVIII 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 hereto, the Commissioner of D.O.H. (the "Commissioner") is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized 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, an Illinois 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 7000 -- 7010 South Sangamon Street, Chicago, Illinois (the "Property") and of 31 dwelling units contained therein as one-, two- and three-bedroom units for low- and moderate-income families.		
Loan:	Source:		Multi-Program Year XVIII.
	Amount:		Not to exceed $653,500.
	Term:		Not to exceed 32 years.
	Interest:		2% per annum.
	Security:		Non-recourse loan; second mortgage on the Property.
Additional Financing:	1.	Amount:	$654,000.
		Term:	18 years.
		Source:	Harris Trust and Savings Bank or a financial institution acceptable to the Commissioner.
		Interest:	Adjustable rate, not to exceed 12% per annum.
		Security:	Non-recourse loan; first mortgage on the Property.
	2.	Low-Income Housing Tax Credit ("L.I.H.T.C.") Proceeds:	Approximately $1,015,033.
		Source:	To be derived from the syndication by the General Partner of $196,012 L.I.H.T.C. allocation by the Illinois Housing Development Authority.
Total Project Costs:			Approximately $2,322,533.

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH MR. MICHAEL A. BLANCHARD, JR. UNDER TERMS OF MULTI-PROGRAM FOR REHABILITATION OF PROPERTIES AT 6217 --- 6219 AND 6221 -- 6223 SOUTH KENWOOD AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan and security agreement with Michael A. Blanchard, Jr. for the rehabilitation of the properties located at 6217 -- 6219 and 6221 -- 6223 South Kenwood Avenue, for the amount of $488,000, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 $7,250,000 of Community Development Block Grant funds for its Housing Rehabilitation and New Construction Program (the "Multi-Program") in Program Year XVIII, 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 to it in Section 17 of the United States Housing Act of 1937, as amended, created the Rental Rehabilitation Program in Section 301 of the Housing and Urban Renewal Recovery Act of 1983, (which was repealed as of October 1, 1991 by the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. §12701, et seq.) which provided 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, Prior to October 1, 1991, the United States Department of Housing and Urban Development approved an allocation of $2,441,000 of Rental Rehabilitation Program grant funds to the City for Program Year VII (1991); and

WHEREAS, D.O.H. administers the Rental Rehabilitation Program grant funds on behalf of the City; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Michael A. Blanchard, Jr., an individual (the "Borrower"), in an amount not to exceed $488,000 (the "Loan"), to be funded from $108,000 of Multi-Program Year XVIII funds and $380,000 of Rental Rehabilitation Program Year VII 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 hereto, the Commissioner of D.O.H. (the "Commissioner") is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Loan and the terms and program objectives of the Multi-Program and Rental Rehabilitation Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Commissioner is hereby authorized 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:	Michael A. Blanchard, Jr..	
Project:	Rehabilitation of two buildings located at 6217 -- 6219 and 6221 -- 6223 South Kenwood Avenue, Chicago, Illinois 60637 ("Property") and of 24 dwelling units contained therein as one- and two-bedroom units for low- and moderate-income families.	
Loan:	Source:	Multi-Program Year XVIII.
	Amount:	Not to exceed $108,000.
	Source:	Rental Rehabilitation Program Year VII.

		Amount:	Not to exceed $380,000.
		Term:	Not to exceed 32 years.
		Interest:	0% per annum.
		Security:	Non-recourse loan; second mortgage on the Property.
Additional Financing:	1.	Amount:	$492,000.
		Term:	30 years.
		Source:	Harris Trust and Savings Bank, or a financial institution acceptable to the Commissioner.
		Interest:	Adjustable rate, not to exceed 12% per annum.
		Security:	First mortgage on the Property.
	2.	Equity:	Approximately $134,000.
		Source:	Borrower.
Total Project Costs:			$1,114,000.

EXECUTION OF ADMINISTRATION AGREEMENT WITH GEORGE K. BAUM & COMPANY FOR OPERATION OF CHICAGO MORTGAGE CREDIT CERTIFICATE PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the City to enter into an agreement with George K. Baum and Company to oversee the operation of the City's Mortgage Credit Certificate 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,
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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of Illinois provides that "any city which has a population of more than 25,000 . . . (is) a Home Rule Unit" and the City of Chicago, Illinois (the "City"), has a population of more than 25,000 and is therefore a Home Rule Unit and may, under the power granted by said Section 6(a), exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the borders of the City a recognized need for a decent, safe, sanitary and well-constructed and maintained housing which persons of low- and moderate-income can afford; and

WHEREAS, The United States government has authorized the several states and their political subdivisions to issue mortgage credit certificates (the "Certificates") pursuant to Section 25 of the Internal Revenue Code of

1986, as amended (the "Code") in lieu of qualified mortgage bonds as defined in Section 143(a) of the Code ("Qualified Mortgage Bonds") which entitle qualifying individuals to a credit against their individual federal income tax; and

WHEREAS, Pursuant to its home rule powers and an Ordinance adopted by the City Council of the City on December 11, 1991 and published at pages 10552 through 10569 of the Journal of Proceedings of the City Council of the City of said date, the City authorized the execution and filing of a Mortgage Credit Certificate Election ("the Election") pursuant to which the City elected not to issue Qualified Mortgage Bonds in a principal amount of $63,000,000 to issue Certificates; and

WHEREAS, The Election has been duly filed with the Internal Revenue Service pursuant to Section 25 of the Code; and

WHEREAS, To provide for the issuance of the Certificates it is necessary for the City to authorize the execution of an Administration Agreement, in substantially the form before this meeting (the "Administration Agreement", among the City, George K. Baum & Company, as Program Administrator (the "Program Administrator"), and a Local Administrator to be appointed by the City Comptroller of the City (together with any additional or substitute Local Administrator, the "Local Administrator"); now, therefore,

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

SECTION 1. Home Rule Authority. The City is a home rule unit under the provisions of the 1970 Constitution of Illinois, and as a home rule unit may, under the powers granted by Section (6)a of Article VII thereof, "exercise any power and perform any function pertaining to its government and affairs", and this Ordinance is adopted pursuant to the City's home rule powers.

SECTION 2. Declaration of Public Purpose. It is hereby found, determined and declared that the purpose of this Ordinance is to take steps designed to reduce the cost of financing for both the acquisition and improvement of principal residence housing located in the City to provide decent, safe and sanitary housing for qualifying persons of low- and moderate-income. It is further hereby found, determined and declared that such principal residence ownership and improvement will provide for and promote the public health, safety, morals and welfare, maintain and foster the increase of industrial and commercial activity and economic development, and preserve and increase the ad valorem tax base of the City and its environs. The foregoing are hereby declared and determined to be public purposes and functions pertaining to the government and affairs of the City.

SECTION 3. Administration Agreement. For the purpose of administering the details of the City's Mortgage Credit Certificate Program (the "Program") and to provide for the issuance of the Certificates, the form, terms and provisions of the proposed Administration Agreement before this meeting be, and they hereby are, in all respects approved, and the City Comptroller and City Clerk of the City be, and they hereby are, authorized to execute and deliver the Administration Agreement in the name and on behalf of the City and thereupon to deliver the Administration Agreement to the other parties thereto. The Administration Agreement is to be in substantially the form before this meeting and hereby approved, or with such changes therein as shall be approved by the City Comptroller, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of Administration Agreement before this meeting. From and after the execution and delivery of the Administration Agreement, the officials, agents and employees of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Administration Agreement (as executed and as amended from time to time).

SECTION 4. Appointment of Program Administrator; Local Administrator. George K. Baum & Company, a Missouri corporation, is hereby designated to serve in the capacity of the Program Administrator under and pursuant to the terms of the Administration Agreement. The Program Administrator shall evidence its acceptance of the rights, duties, responsibilities and obligations as Program Administrator by its execution of the Administration Agreement.

Authority is hereby delegated to the City Comptroller to appoint a Local Administrator under the Administration Agreement and from time to time to substitute a new Local Administrator or appoint one or more additional Local Administrators. Any such appointment or substitution shall be subject to the condition that the Local Administrator be a bank, trust company or savings and loan association located in the City and authorized to enter into the Administration Agreement.

SECTION 5. Credit Rate. The Certificates shall carry an initial Credit Rate (as defined in the Administration Agreement) of 35%. Authority is hereby delegated to the City Comptroller to amend the Credit Rate without further City Council approval, provided that in no event shall the Credit Rate be less than 10% nor more than 50%.

SECTION 6. Fees to City. Pursuant to the Administration Agreement, the City shall be entitled to retain a portion of the Program Fees (as defined therein) paid by Borrowers (as defined therein) participating in the Program to reimburse the City for its reasonable administrative costs in implementing and carrying out the Program. The City hereby allocates a portion of each Program Fee paid with respect to each Certificate issued, in an amount equal to .25% of the aggregate principal indebtedness amount

specified in such Certificate, to the Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation established to provide financial and other assistance to address the permanent housing needs of residents of the City whose income is at or below 50% of the median income of all residents of the City.

SECTION 7. Ratification. The actions of the officials of the City heretofore taken in connection with the Certificates and the Program are hereby ratified and confirmed.

SECTION 8. Approval of Further Actions. The officials, agents and employees of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed, and to further the purposes and intent of this Ordinance, including the preambles hereto. All acts and doings of the officials of the City which are in conformity with the purposes and intent of this Ordinance and in furtherance of the issuance of the Certificates and the establishment of the Program be, and the same are hereby in all respects, approved and confirmed.

SECTION 9. Severability. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declarations shall not affect the validity of the remainder of the sections, phrases or provisions.

SECTION 10. Repeal of Conflicting Ordinances, Resolutions, Et Cetera. All ordinances, resolutions, orders or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 11. Effective Date. This Ordinance shall be in full force and effect from and after its passage.

Administration Agreement attached to this ordinance reads as follows:

City Of Chicago, Cook County, Illinois

Administration Agreement

Single-Family Mortgage Credit Certificate Program

Series 1992.

In Consideration of the promises and mutual agreements contained herein, the City of Chicago, Cook County, Illinois (the "Issuer") a home rule unit of the State of Illinois, George K. Baum & Company, a Missouri corporation (the "Program Administrator") and _____, a _____ (the "Local Administrator") agree as follows:

Article I.

Definitions.

Section 1.01 Definitions.

The following words and phrases shall have the following meanings:

"Allocation" means an amount equal to the Certificate Authority.

"Annual Income" means the product of the Gross Monthly Income of a person or family (consisting of one or more persons all of whom occupy or will occupy the Home and are primarily or secondarily liable on indebtedness incurred in connection with the Home), multiplied by 12.

"Applicant" means any person who has completed and executed an Application and delivered it, or caused it to be delivered, to the Local Administrator.

"Application" means the Application Affidavit in substantially the form attached hereto as Exhibit B.

"Approval Letter" means the letter indicating conditional acceptance into the Program issued to an Applicant pursuant to Section 4.03 hereof.

"Approval Letter Proceeds" means the sum of the Proceeds of each unexpired Approval Letter. For this purpose an Approval Letter for which a Certificate has been issued shall be treated as expired.

"Area Median Income" means the median income for the metropolitan statistical area in which the Issuer is located and if the Issuer is not located in a metropolitan statistical area, for the county determined in a manner consistent with the determination of "median gross income" under Section 8 of the United States Housing Act of 1937. Area Median Income shall be the median family income figures contained in the most current "Income Limits for Low-Income and Very Low-Income Families Under the Housing Act of 1937". The Area Median Income (until

revised area median family income figures are published by the Department of Housing and Urban Development) is $48,400.

"Average Area Purchase Price" means the most current average purchase price safe harbor limitations from time to time published by the Department of Treasury for the metropolitan statistical area in which the Home is located, stated separately with respect to residences which have not been previously occupied ("Average Area Purchase Price -- New") and residences which have been previously occupied ("Average Area Purchase Price -- Existing") and also determined separately for single-family and two-, three- and four-family residences. The Average Area Purchase Price figures (until such figures are amended by the Department of Treasury), are as follows:

Average Area Purchase Price -- New	$183,900
Average Area Purchase Price -- Existing	$118,100

Notwithstanding the foregoing, Average Area Purchase Price may be determined by any other method, provided that the Issuer, the Program Administrator and the Local Administrator are furnished an opinion of nationally recognized municipal bond counsel to the effect that the use of such method of determination will not adversely affect the status of the Certificates as "qualified mortgage credit certificates" entitled to the federal income tax credit specified in Section 25 of the Code.

"Borrower" means a person who qualifies to receive a Certificate in connection with financing the acquisition of a Home or a Qualified Home Improvement Loan, who will commence maintaining the Home as such Borrower's Principal Residence within a reasonable period not to exceed sixty (60) days of the issuance of the Certificate and who has an Annual Income equal to or less than the Maximum Annual Income.

"Borrower Affidavit" means the Borrower's Closing Affidavit in the form attached hereto as Exhibit D, which is to be completed and executed by the Borrower in connection with the issuance of the Certificate.

"Certificate" means the Issuer's Single-Family Mortgage Credit Certificate, Series 1992, in the form attached hereto as Exhibit A, issued in accordance with the terms of this Administration Agreement and pursuant to the Issuer's Election.

"Certificate Authority" means $15,750,000 which is twenty-five percent (25%) of the Nonissued Bond Amount.

"Code" means the Internal Revenue Code of 1986, as amended.

"Cosignor/Guarantor Affidavit" means the Affidavit of Cosignor/Guarantor in the form attached hereto as Exhibit C, which may be required to be completed and executed by any cosignor or guarantor obligated on any note delivered in connection with a mortgage loan for which a Certificate is issued.

"Credit Rate" means that rate which a Borrower applies to the interest paid on its Indebtedness Amount in determining the amount of federal income tax credit for a taxable year, which rate shall be thirty-five percent (35%) with respect to any Certificate; provided that the Credit Rate may be changed by the Issuer, which change shall be conclusively evidenced by delivery to the Program Administrator and the Local Administrator of a written certificate of the City Comptroller of the Issuer stating the new Credit Rate and the effective date of the change.

"Default" and "Event of Default" means any occurrence or event specified in Section 8.01 hereof.

"Election" means the Mortgage Credit Certificate Election of the issuer dated June 29, 1992, in which the Issuer elected to issue the Certificates and not to issue the Nonissued Bond Amount of Qualified Mortgage Bonds.

"Existing Mortgage" means any mortgage or other indebtedness (including a deed of trust, conditional sales contract, pledge, agreement to hold title on escrow, or any other form of owner-financing), whether or not previously repaid, held by the Applicant on the Home with respect to which the Certificate is to be issued at any time to the issuance of the Certificate, other than (a) a construction period loan or (b) bridge loans or similar temporary initial financing having a term of twenty-four (24) months or less and not providing for scheduled payments of principal during such term.

"Expiration Date" means the date on which the right to a particular Indebtedness Amount will expire if the Borrower has not previously obtained and closed on the Underlying Indebtedness, which shall be the earlier of (a) the Program Expiration Date and (b) the date that is four months after the date of issuance of the related Approval Letter, or such later date resulting from extension of expiration of the Approval Letter.

"First Time Homebuyer" means a Borrower who has had no Present Ownership Interest in a Principal Residence (except for the Home with respect to which the Certificate is to be issued) at any time within the three (3) year period immediately preceding the date on which the mortgage on the Home with respect to which the related Certificate is being provided is executed.

"Form 8329" means the form 8329 which a Lending Institution providing indebtedness to a Borrower is required to file with the Internal Revenue Service under Section 1.25-8T(a) of the Income Tax Regulations.

"Form 8330" means the form 8330 which is required to be filed with the Internal Revenue Service by or on behalf of the Issuer on or before each Quarterly Report Date.

"Gross Monthly Income" means the sum of monthly gross pay; any additional income from overtime, part-time employment, commissions and bonuses; income from dividends, interest, royalties, pensions, Veterans Administration compensation, net rental income, etc.; and any other income such as alimony, child support, public assistance, sick pay, social security benefits, unemployment compensation, income received from trusts and income received from business activities or investments.

"Holder" means the Borrower to whom a Certificate is issued pursuant to the Program.

"Home" means a one- to four-family residential housing unit consisting of land and improvements thereon located within the Program Area, which otherwise meets the requirements of this Administration Agreement, and one unit of which is or is to be the Principal Residence of the Borrower. In the case of two or more family residential housing units (if permitted as set forth in the preceding sentence), home includes only residences that were first occupied for residential purposes at least five years before the execution of the mortgage loan to which the Certificate relates. Home includes manufactured housing which has a minimum of 400 square feet of living space, a minimum width in excess of 102 inches and is of a kind customarily used at a fixed location, provided that it is permanently affixed to real property. Home includes stock held buy a tenant shareholder in a cooperative housing corporation (as those terms are defined in Section 216(b)(1) and (2) of the Code). Land appurtenant to a Home can be considered as part of the Home only if the land reasonably maintains the basic livability of the Home and does not provide, other than incidentally, a source of income to the Borrower.

"Income Tax Regulations" means the regulations applicable to, or promulgated pursuant to, the Code.

"Income Tax Return Affidavit" means the affidavit relating to filing of income tax returns by the Borrower in the form attached hereto as Exhibit E, which is to be completed and executed only by those Borrowers which were not required to file a tax return for one or more of the three preceding years.

"Indebtedness Amount" means the amount of indebtedness specified in a Certificate, which is the amount of indebtedness for which the Holder is entitled to the federal income tax credit described in Section 25 of the Code and which amount shall not exceed the amount of indebtedness incurred by the Holder to finance a Home or incurred by the Holder for a Qualified Home Improvement Loan in connection with the Program.

"Issue Date" means the date of issuance of a particular Certificate, which is the date on which a closing agreement is signed with respect to the Underlying Indebtedness.

"Issuer" means the City of Chicago, Cook County, Illinois.

"Lender Certificate" means the Certificate of Lender in the form attached hereto as Exhibit F completed and executed by an authorized officer of a Lending Institution in connection with the issuance of a Certificate.

"Lending Institution" means any mortgage lending institution in the business of funding mortgage loans in the Program Area or any other person or entity seeking to fund a mortgage loan in the Program Area in connection with the purchase or improvement and repair of a Home.

"Local Administrator" shall mean _____, a _____.

"Maximum Annual Income" means (a) in the case of an Applicant having a family of two or fewer persons 100% (120% for Applicants financing Homes in Targeted Areas, if any) of the greater of (1) the Area Median Income or (2) the State Median Income and (b) in the case of an Applicant having a family of three or more persons 115% (140% for applicants financing Homes in Targeted Areas, if any) of the greater of (1) the Area Median Income or (2) the State Median Income.

"Maximum Home Value" means an amount, determined as of the date a Home is purchased, which does not exceed 90% (110% for Homes in Targeted Areas, if any) of the applicable (Average Area Purchase Price -- New) in the case of a Newly Constructed Home or of the applicable (Average Area Purchase Price -- Existing) in the case of a Previously Occupied Home. In the case of a two- to four-family Home (if such Homes are permitted under the Program as described above under the definition of "Home"), the Maximum Home Value is the Maximum Home Value for a one-family previously occupied Home multiplied by the following adjustment factor: 1.126 for two-family Homes, 1.363 for three-family Homes and 1.585 for four-family Homes.

"Newly Constructed Home" means a Home which, at the time of the issuance of the Certificate has not been previously occupied as a residence other than by a Borrower on a temporary basis pending the

funding of the indebtedness and issuance of the Certificate or permanently financed as a residence by any person other than the Borrower. This term includes a commercial, industrial or manufacturing facility that was not previously used as residential housing but which has been rehabilitated to provide residential housing, so long as it otherwise meets the terms of this definition.

"Nonissued Bond Amount" means the $63,000,000 principal amount of Qualified Mortgage Bonds which the Issuer elected not to issue pursuant to the Program.

"Ordinance" means, collectively, the ordinance adopted by the governing body of the Issuer on December 11, 1991 authorizing the execution, delivery and filing of the Election and the ordinance adopted by the governing body of the Issuer on July ____, 1992 authorizing the execution and delivery of the Agreement.

"Present Ownership Interest" means (a) a fee simple interest; (b) a joint tenancy, a tenancy in common, or tenancy by the entirety; (c) the interest of a tenant-shareholder in a cooperative; (d) a life estate; (e) a land contract (i.e., a contract pursuant to which possession and the benefits and burdens of ownership are transferred although legal title is not transferred until some time later); and (f) an interest held in trust for the Borrower (whether or not created by the Borrower) that would constitute a present ownership interest if held directly by the Borrower. The term "Present Ownership Interest" excludes (a) a remainder interest; (b) a lease with or without an option to purchase; (c) a mere expectancy to inherit an interest in a Principal Residence; (d) the interest that a purchaser of a residence acquires on the execution of a purchase contract; and (e) an interest in other than an interest in a Principal Residence during the previous three (3) years. A Present Ownership Interest in a mobile home or other factory-made housing that was permanently affixed to real property owned by the Borrower constitutes a Present Ownership Interest.

"Previously Occupied Home" means a Home which, at the time of the issuance of the Certificate, does not qualify as a Newly Constructed Home.

"Principal Residence" means a Home (including any real property and improvements permanently affixed thereto, but not including property not constituting "fixtures" under State law) which, at the time the financing on the Home is executed and depending on all the facts and circumstances in each case (including the good faith intent of the occupant), is occupied or can reasonably be expected to be occupied primarily for residential purposes by the Borrower and as the principal residence of the Borrower. A "Principal Residence" does not include a Home used or can reasonably be expected to be used as an investment property or as a recreational Home or a Home that is primarily intended

to be used in a trade or business, as evidenced by the use in a trade or business of more than 15% of the total area. Any use of a Home that does not qualify for a deduction (whether or not the deduction is taken) allowable for certain expenses incurred in connection with the business use of a Home under Section 280A of the Code will not be considered as a use in a trade or business.

"Proceeds" means, with respect to any single Certificate or Approval Letter the product of:

(a) The Indebtedness Amount of the Certificate or Approval Letter, multiplied by; and

(b) The Credit Rate specified in such Certificate or Approval Letter.

"Program" means the Issuer's Single-Family Mortgage Credit Certificate Program, Series 1992, described in this Administration Agreement.

"Program Administrator" means George K. Baum & Company, a Missouri corporation, and its successors and assigns hereunder.

"Program Area" means the incorporated area of the Issuer.

"Program Expiration Date" means December 31 of the second calendar year following the calendar year in which the Issuer elected not to issue Qualified Mortgage Bonds, which is December 31, 1994.

"Program Fee" means an amount equal to _____ percent (_____%) of the Indebtedness Amount.

"Publication Date" means July ____, 1992, the date the Issuer announced the Program by publishing notice of the Program in a newspaper of general circulation in the incorporated area of the Issuer.

"Purchase Price" means the cost of acquiring a Home from the Seller as a completed residential unit.

(a) Purchase Price includes the following:

(1) All amounts paid, either in cash or in kind, by the purchaser (or a related party or for the benefit of the purchaser) to the Seller (or a related party or for the benefit of the Seller) as consideration for a Home. A Residence includes property such as light fixtures or wall-to-wall carpeting, so long as such property is considered to be a

fixture under State law. If the Borrower purports to separately purchase such fixture, the cost of those fixtures must be included in the Purchase Price. Property such as furniture or appliances is not considered part of a Home so long as such property is not considered to be a fixture under State law and the cost of acquiring such items is not included in Purchase Price (unless the cost of acquiring such items is in excess of fair market value, in which case the amount of the excess must be included in the Purchase Price of the Home). Thus, if the Borrower agrees to purchase the refrigerator, washer, and dryer from the Seller for $1,000 more than the fair market value of such items, the additional $1,000 must be included in the Purchase Price. In addition, if in connection with the purchase of a Home the Borrower agrees to pay or assume liability for a debt of the Seller, the amount of such debt must be included as part of the Purchase Price.

(2) If a Home is incomplete or in need of rehabilitation, the reasonable cost of completing or rehabilitating the Home whether or not such cost is to be financed with the Indebtedness Amount. For example, where a mortgagor purchases a building which is so incomplete that occupancy of the building is not permitted under local law, the Purchase Price includes the cost of completing the building so that occupancy of the building is permitted.

(3) Where a Home is purchased subject to a ground lease, the capitalized value of the ground rent, which shall be calculated using a discount rate equal to the interest rate of the Indebtedness Amount.

(b) Purchase Price does not include the following:

(1) The usual and reasonable settlement or financing costs. Settlement costs include titling and transfer costs, title insurance, survey fees, or other similar costs. Financing costs include credit reference fees, legal fees, appraisal expenses, "points" that are paid by the Borrower (but not the Seller, even though borne by the Borrower through a higher Purchase Price) or other costs of financing the Home. However, such amounts will be excluded in determining Purchaser Price only to the extent that the amounts do not exceed the usual and reasonable costs which would be paid by a buyer where financing is not provided in connection with a mortgage credit certificate program. For example, if the Borrower agrees to pay to Seller more than a pro rata share of property taxes, such excess shall be treated as part of the Purchase Price of a Residence.

(2) The value of services performed by the Borrower or members of the Borrower's family in completing the Home. For purposes of the preceding sentence, the family of an individual shall include only the individual's brothers and sisters (whether by the whole or half blood), spouse, ancestors, and lineal descendants. For example, where the Borrower builds a Home alone or with the help of family members, the Purchase Price includes the cost of materials provided and work performed by subcontractors (whether or not related to the Borrower) but does not include the imputed cost of any labor actually performed by the Borrower or a member of the Borrower's family in constructing the Home. Similarly, where the Borrower purchases an incomplete Home the Purchase Price includes the cost of material and labor paid by the Borrower to complete the Home but does not include the imputed value of the Borrower's labor or the labor of the Borrower's family in completing the Home.

(3) The cost of land which has been owned by the Borrower for at least two years prior to the date on which construction of the Home begins.

"Qualified Home Improvement Loan" means the financing (whether or not secured by a mortgage), in an amount not to exceed $15,000 with respect to any Home, of alterations, repairs and improvements on, or in connection with, a Home by the owner thereof but only if such alterations, repairs and improvements substantially protect or improve the basic livability or energy efficiency of the Home. Renovation of plumbing or electrical facilities, installation of improved heating air conditioning systems, addition of living space, renovation of a kitchen area or similar improvements substantially protect or improve the basic livability or energy efficiency of a Home. Installation of a swimming pool, tennis courts, saunas or other recreational or entertainment facilities do Not substantially protect or improve the basic livability of a Home. Not more than one Certificate may be issued to the same Borrower in connection with Qualified Home Improvement Loans.

"Qualified Mortgage Bond" means any bond the proceeds of which are used, in whole or in part, directly or indirectly, to fund mortgage loans on owner-occupied residences and which conforms, or is purported to conform, with the requirements of Section 143 of the Code, or the requirements of Section 103A of the Internal Revenue Code of 1954, as amended, in such manner as to exclude interest on the bond from inclusion in gross income.

"Qualified Veterans Bond" means any bond the proceeds of which are used, in whole or in part, directly or indirectly, to fund mortgage loans on owner-occupied residences for veterans and which conforms, or is purported to conform, with the requirements of Section 143 of the Code,

or the requirements of Section 103A of the Internal Revenue Code of 1954, as amended, in such manner as to exclude interest on the Bond from inclusion in gross income.

"Quarterly Report Date" means April 30 for the quarter ending March 31; July 31 for the quarter ending June 30; October 31 for the quarter ending September 30; and January 31 for the quarter ending December 31; commencing on the Quarterly Report Date relating to the quarter in which the Issuer elected to issue the Certificates and ending on the Quarterly Report Date relating to the quarter in which the Program Expiration Date occurs.

"Reporting Period" means each one year period beginning July 1 and ending June 30 during which Certificates are issued under the Program.

"Seller" means the seller of the Home.

"Seller Affidavit" means the affidavit of the Seller in the form attached hereto as Exhibit G.

"State" means the State of Illinois.

"State Median Income" means the median income for the State determined in a manner consistent with the determinations of Area Median Income. State Median Income (until revised State median family income figures are published by the Department of Housing and Urban Development), is $45,000.

"Targeted Area" means an area that has been or may be designated from time to time as an area of chronic economic distress in accordance with Section 143(j)(3) of the Code, or qualified census tracts as specified in accordance with Section 143(j)(2) of the Code. The initial Targeted Areas, if any, are the "census tracts" as designated on the Bureau of Census' map for the 1980 census as set forth in Schedule I hereto. The Targeted Areas may change from time to time.

"Targeted Area Reservation" means $3,150,000.

"Targeted Area Reservation Date" means October ____, 1993.

"Total Proceeds" means the sum of the Proceeds of each Certificate issued hereunder.

"Underlying Indebtedness" means the indebtedness incurred by the Holder to finance a Home or for a Qualified Home Improvement Loan pursuant to the Program.

"Underlying Mortgage" means the mortgage securing the Underlying Indebtedness.

"Unused Allocation" means the Allocation minus the sum of (a) the Total Proceeds and (b) the Approval Letter Proceeds.

Section 1.02 Administration Agreement To Constitute A Contract.

This Administration Agreement shall be deemed to be and shall constitute a contract between the Issuer, the Program Administrator and the Local Administrator.

Section 1.03 Table Of Contents, Titles And Headings.

The table of contents, titles and headings of the articles and sections of this Administration Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Administration Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

Unless the context requires otherwise, words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Administration Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Administration Agreement.

Article II.

Representations.

Section 2.01 Representations, Warranties And Covenants By Issuer.

The Issuer represents and warrants to, and covenants with the Program Administrator and the Local Administrator that:

(a) The Issuer is a political subdivision of the State and, pursuant to the State constitution adopted in 1970 and effective on July 1, 1971, had home rule powers as of January 1, 1990. Pursuant to the Ordinance, the Issuer has authorized the execution of this Administration Agreement.

(b) The Issuer has heretofore found and determined that issuance of Mortgage Credit Certificates under the terms of this Administration Agreement is in the public interest, serves a public purpose and is a function pertaining to the government and affairs of the Issuer and reference is hereby made to such findings and determination.

(c) The Issuer has full power and authority under the Ordinance to consummate all transactions contemplated by this Administration Agreement.

(d) The Issuer is authorized to issue Qualified Mortgage Bonds and, pursuant to its home rule status, is automatically entitled to a portion of the State's volume cap authority to issue private activity bonds.

(e) The Issuer has formally elected to issue the Certificates and not issue the Nonissued Bond Amount of Qualified Mortgage Bonds.

(f) To accomplish the foregoing, the Issuer proposes to establish its Mortgage Credit Certificate Program as specified in this Administration Agreement.

(g) The Issuer will not knowingly take any action or permit any action within its control (other than a Certificate subject to revocation as provided in this Administration Agreement) to be taken which would impair the federal income tax credit available in connection with any of the Certificates.

(h) The Issuer is a "home rule unit" pursuant to the provisions of Section 6 of Article VII of the Constitution of the State and hereby agrees to notify the Program Administrator and Local Administrator if such status shall change prior to the Program Expiration Date.

(i) The Issuer will not, directly or indirectly, prohibit an Applicant from obtaining financing from one or more lenders or require an Applicant to obtain financing from one or more lenders. For purposes of the preceding sentence, a lender is any person or entity, including an issuer of mortgage credit certificates, that provides financing for the acquisition of qualified home improvements of a residence.

(j) Taking into account all the facts and circumstances, the Program Fee is reasonably necessary to cover the administrative costs incurred by the Issuer and its agents in issuing the Certificates.

Section 2.02 Representations, Warranties And Covenants Of The Program Administrator.

The Program Administrator represents and warrants to, and covenants with, the Issuer and the Local Administrator that:

(a) The Program Administrator is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization, has the power and authority to own its properties and carry on its business as it is now being conducted, and is duly qualified, in good standing and authorized to do business in the State.

(b) The Program Administrator agrees that, so long as it shall continue to serve in the capacity contemplated under the terms of this Administration Agreement, it will remain subject to the supervision of, and examination by state or federal authorities, as may be applicable, and that it will remain in good standing and qualified to do business under the laws of its then state of organization and that it is qualified to do business in the State, will not dissolve or otherwise dispose of all or substantially all of its assets or business and will not voluntarily consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided that the Program Administrator may, without violating the agreement contained in this paragraph, consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, or sell or otherwise transfer to another such entity all or substantially all of its assets or business as an entirety and thereafter dissolve, if the surviving, resulting or transferee entity, as the case may be, (1) shall be subject to the supervision of an examination by state or federal authorities, as may be applicable to the status of the transferee, (2) shall be authorized to do business in the State and (3) (unless the Program Administrator is the surviving entity) shall assume in writing all of the obligations of Program Administrator under this Administration Agreement.

(c) The Program Administrator has the power and authority to accept this Administration Agreement, to enter into the transactions contemplated by, and to perform the terms of, this Administration Agreement, and has duly authorized the acceptance and performance of this Administration Agreement.

(d) Neither the acceptance of this Administration Agreement nor the performance of the Program Administrator's obligations hereunder require the consent of or approval or other action by any governmental body (other than any consents and approvals already obtained).

(e) Neither the acceptance of this Administration Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Administration Agreement conflict with or result in a breach of any of the terms, conditions or provisions of any legal restriction or any agreement or instrument to which Program Administrator is now a party or by which it is bound, or constitute a default under any of the foregoing.

(f) The Program Administrator will not take any action or permit any action which is within its control to be taken which would impair the federal income tax credit available in connection with any of the Certificates (other than a Certificate subject to revocation as provided in this Administration Agreement) or, except as may be required by applicable law, impair or prejudice the rights of the Issuer, a Local Administrator or any Holder.

(g) The Program Administrator covenants to comply in all respects with the provisions of Section 25 of the Code and the regulations promulgated thereunder and the Ordinance; notwithstanding any other provision of this Administration Agreement, to the extent any provision of this Administration Agreement shall conflict with any provisions of Section 25 or the Ordinance, the provisions of Section 25 or the Ordinance shall be deemed to be controlling.

(h) Taking into account all the facts and circumstances, including without limitation, the upfront fees and expenses in establishing and promoting the Program and the contingent and deferred nature of the Program Administrator's compensation hereunder, the portion of the Program Fee payable to the Program Administrator is reasonably necessary to cover the administrative costs, including profit, of the Program Administrator in connection with its acting as such hereunder.

The representations and warranties contained in this Section 2.02 shall be true and correct when made and shall be true and correct throughout the term hereof.

Section 2.03 Representations, Warranties And Covenants Of The Local Administrator.

The Local Administrator represents and warrants and covenants with the Issuer and the Program Administrator that:

(a) The Local Administrator is duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization, has the power and authority to own its properties and carry on its business as it is now being conducted, and is duly qualified, in good standing and authorized to do business in the State.

(b) The Local Administrator agrees that, so long as it shall continue to serve in the capacity contemplated under the terms of this Administration Agreement, it will remain subject to the supervision of and examination by state or federal authorities, as may be applicable, and that it will remain in good standing and qualified to do business under the laws of its then state of organization and that it is qualified to do business in the State, will not dissolve or otherwise dispose of all or

substantially all of its assets or business and will not voluntarily consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided that the Local Administrator may, without violating the agreement contained in this paragraph, consolidate with or merge into another entity, or permit one or more entities to consolidate with or merge into it, or sell or otherwise transfer to another such entity all or substantially all of its assets or business as an entirety and thereafter dissolve, if the surviving, resulting or transferee entity, as the case may be, (1) shall be subject to the supervision of and examination by state or federal authorities, as may be applicable to the status of the transferee, (2) shall be authorized to do business in the State, and (3) (unless the Local Administrator is the surviving entity) shall assume in writing all of the obligations of Local Administrator under this Administration Agreement.

(c) The Local Administrator has the power and authority to accept this Administration Agreement, to enter into the transactions contemplated by, and to perform the terms of, this Administration Agreement, and has duly authorized the acceptance and performance of this Administration Agreement.

(d) Neither the acceptance of this Administration Agreement nor the performance of Local Administrator's obligations hereunder require the consent of or approval or other action by any governmental body (other than any consents and approvals already obtained).

(e) Neither the acceptance of this Administration Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Administration Agreement conflict with or result in a breach of any of the terms, conditions or provisions of any legal restriction or any agreement or instrument to which Local Administrator is now a party or by which it is bound, or constitute a default under any of the foregoing.

(f) The Local Administrator will not refuse to review an application for a Certificate for a Home within the Program Area nor will it fail to approve any such application for any reason other than that permitted under this Administration Agreement. In the case of an Applicant, the Local Administrator will comply with all applicable federal, state and local laws, ordinances and regulations with respect to equal opportunity and non-discrimination and, in so doing, will not arbitrarily vary the terms of a Certificate or the application procedures therefor or refuse to review or approve a Certificate because of race, color, religion, national origin, age (provided the applicant has legal capacity to enter into a contract), sex or marital status or the fact that all or part of the Applicant's income derives from any public assistance program or the

fact that the Applicant has in good faith exercised any right under the Federal Consumer Protection Act.

(g) All applications for Certificates shall be reviewed and either approved or rejected by the Local Administrator on a "first come first served" basis.

(h) The Local Administrator will not take any action or permit any action which is within its control to be taken which would impair the federal income tax credit available in connection with any of the Certificates (other than a Certificate subject to revocation as provided in this Administration Agreement) or, except as may be required by applicable law, impair or prejudice the right of the Issuer, the Program Administrator or any Holder.

(i) The Local Administrator covenants to comply in all respects with provisions of Section 25 of the Code and the regulations promulgated thereunder and the Ordinance; notwithstanding any other provision of this Administration Agreement, to the extent any provision of this Administration Agreement shall conflict with any provisions of Section 25 and the Ordinance, the provisions of Section 25 and the Ordinance shall be deemed to be controlling.

(j) Taking into account all the facts and circumstances, the portion of the Program Fee payable to the Local Administrator is reasonably necessary to cover the administrative costs, including profit, of the Local Administrator in connection with its acting as such hereunder.

The representations and warranties contained in this Section 2.03 shall be true and correct when made and shall be true and correct throughout the term hereof.

Article III.

Issuance Of Mortgage Credit Certificates.

Section 3.01 Agreement To Issue Certificates.

The Issuer hereby authorizes the issuance and delivery of its Single-Family Mortgage Credit Certificates, Series 1992 to eligible, qualifying Borrowers in the manner and on the terms and basis set forth in this Administration Agreement.

Section 3.02 Program Fee.

Issuer hereby directs that the Program Fee shall be remitted and distributed as provided in Article V hereof.

Section 3.03 Reservation Of Allocation For Particular Project.

The Issuer hereby directs and instructs the Program Administrator and the Local Administrator that no portion of the allocation may be reserved or otherwise set aside for any developer of any particular development,unless, the developer provides a certification to the purchaser of the residence and the Issuer stating that the purchase price of that residence is not higher than the price would be if the Issuer had not allocated Certificates to the development. The certification must be made by the developer if a natural person or, if not, by a duly authorized official of the developer. The requirements of the exception set forth in the preceding sentence will be met if the Issuer, the Program Administrator or the Local Administrator obtains from the holder of the Certificate an affidavit stating that he has received from the developer the certification described above.

Article IV.

Administration Of Program.

Section 4.01 The Program Administrator.

The Program Administrator hereby covenants and agrees to administer and supervise the Program, and to take all reasonable steps necessary to promote its success throughout the Program Area. Subject to and not inconsistent with the terms set forth in this Administration Agreement, the Program Administrator shall have full power and authority, upon consultation with appropriate representatives of the Issuer, to do any and all things in connection with administering the Program that it may deem necessary or desirable. Included among the Program Administrator's duties and responsibilities hereunder are those set forth below:

(a) Public Notice. In addition to the notice required by law which was published prior to the execution and delivery of this Administration Agreement, the Program Administrator may upon consultation with appropriate representatives of the Issuer, issue press releases, conduct interviews, hold informational seminars, prepare brochures and otherwise advertise the Program to such extent and in such manner as the Program Administrator shall believe is necessary to ensure the

success of the Program. The Program Administrator shall place advertisements in newspapers and other appropriate media giving public notice of the availability of Certificates for Homes located in a Targeted Area, if any; and

(b) Applications. The Program Administrator shall mail an Application and supporting materials to any person requesting one within three (3) business days of receipt of the request. In addition, the Program Administrator shall provide a reasonable number of Applications and supporting materials to any Lending Institution requesting Applications in bulk for redistribution to prospective Applicants; and

(c) Program Supervision. The Program Administrator shall supervise administration of the Program by the Local Administrator to assure compliance with Section 25 of the Code and with the terms of this Administration Agreement. Such supervision shall include assisting the Local Administrator in determining whether or not, under the facts relating to a particular Application, the Applicant satisfies an eligibility requirement imposed by Section 25 of the Code or by the terms of this Administration Agreement. In the event of any dispute between the Local Administrator and the Program Administrator which arises concerning the terms and provisions of this Administration Agreement, the interpretation thereof, or with respect to actions taken hereunder, the reasonable interpretations and judgments of the Program Administrator shall govern; and

(d) Explanatory Materials. As a part of its duties to promote the success of the Program and to assist potential Applicants, the Program Administrator shall prepare or cause to be prepared explanatory materials and forms for Applicants, lending institutions, realtors and other interested parties as the Program Administrator shall determine to be necessary; and

(e) Recordkeeping and Reporting. The Program Administrator shall maintain such files and records as will allow it to prepare and file the quarterly reports pursuant to Section 6.01 of this Administration Agreement and the annual reports pursuant to Section 6.03 of this Administration Agreement. The Program Administrator is hereby authorized to execute and file, on behalf of the Issuer, all such quarterly and annual reports. The Program Administrator shall provide the Issuer with a copy of each such report. The Program Administrator shall also maintain such files and records as will enable it to report to the Issuer, from time to time, on the then current status of the Program, including the amount of Certificates issued, the average annual income of the Holders and the average Purchase Price of Homes for which Certificates have been issued.

(f) Targeted Area. The Program Administrator shall use reasonable diligence to cause Certificates to be issued for Homes located in Targeted Areas.

Section 4.02 The Local Administrator. The Local Administrator hereby covenants and agrees to administer and supervise the processing of Applications, issuance of Certificates, dissemination of information regarding the Program and distribution of Applications all in a manner designed to promote the success of the Program throughout the Program Area.

As a part of its duties and responsibilities hereunder the Local Administrator shall take the following actions:

(a) Applications. The Local Administrator shall mail or otherwise provide an Application to any person in any part of the Program Area requesting one within three (3) business days of receipt of the request. In addition, the Local Administrator shall provide a reasonable number of Applications to any Lending Institution requesting Applications in bulk for redistribution to prospective Applicants. In addition, the Local Administrator shall provide with the Application a description of the location of all Targeted Areas within the Issuer.

(b) Processing Applications. Upon receipt of a completed, or partially completed Application the Local Administrator shall make the determinations required in Section 4.02(c) hereof and, within seven (7) business days of receipt of the Application, depending on the appropriate response, either (1) issue an Approval Letter or a Certificate, as appropriate, (2) reject the Application as ineligible and mail the Applicant an explanation of the rejection or (3) return the incomplete Application, together with an explanatory letter, to the Applicant. An extension of the seven business day period may be obtained from the Program Administrator upon a showing of good cause.

(c) Applicant Eligibility. The Local Administrator shall determine whether or not the Applicant is eligible to participate in the Program. To be eligible, an Applicant must satisfy each of the following conditions and the Local Administrator hereby represents, warrants and covenants with the Issuer and Program Administrator that it will determine that each of the following conditions is satisfied before issuing an Approval Letter or a Certificate, as appropriate:

(1) The Certificate will be provided in connection with a loan for the acquisition of a Home or a Qualified Home Improvement Loan which, at the time the Underlying Indebtedness is incurred, can reasonably

be expected to become (or, in the case of a Qualified Home Improvement Loan, to continue to be) the Principal Residence of the Holder of the Certificate within a reasonable time (not to exceed 60 days) after the financing is executed or incurred. The Local Administrator shall also determine that the Applicant has pledged to provide notification to such Local Administrator in the event the Home ceases to be the Applicant's Principal Residence. The requirements of this subsection shall be met if the Local Administrator relies on the relevant provisions of a properly executed Application.

(2) The Home is located in the Program Area. The requirement of this subsection shall be met if the Local Administrator relies on the address provided in a properly executed Application.

(3) The Applicant is a First Time Homebuyer. This subsection shall not apply with respect to any Qualified Home Improvement Loan or any Home located in any Targeted Area. The requirements of this subsection will be met if the Local Administrator relies on the relevant provisions of a properly executed Borrower Affidavit together with copies of the Applicant's federal income tax returns for the preceding three (3) years, which the Local Administrator examines to determine that the Applicant has not claimed a deduction for taxes on property which was the Applicant's Principal Residence pursuant to Section 164(a)(1) of the Code or a deduction pursuant to Section 163 of the Code for interest paid on a mortgage secured by property which was the Applicant's Principal Residence. In the event the Applicant states that the Applicant was not required to file a federal income tax return, the Local Administrator may rely on a statement contained in the Borrower's Income Tax Return Affidavit that the Applicant was not required by law to file a federal income tax return for any of the three (3) years in lieu of its review of a tax return for the year(s) in question. Where the Underlying Mortgage is executed during the period between January 1 and February 15 and the Applicant has not yet filed a federal income tax return with the Internal Revenue Service, the Local Administrator may, with respect to such year, rely on provisions of the Borrower's Income Tax Return Affidavit which indicates that the Applicant is not entitled to claim deductions for taxes or interest on indebtedness with respect to property constituting the Borrower's Principal Residence for the preceding calendar year. In determining that this subsection does not apply, the Local Administrator may rely on the relevant provisions of a properly executed Application.

(4) The Purchase Price of the Home does not exceed the applicable Maximum Home Value. The requirement of this subsection shall not apply with respect to any Certificate provided in connection with a Qualified Home Improvement Loan. The requirement of this subsection will be met if the Local Administrator determines, based

on the relevant provisions of a properly executed Application and a properly executed Seller Affidavit, that such requirement is met.

(5) The Annual Income of the Applicant does not exceed the applicable Maximum Annual Income. This requirement shall not apply to up to one-third of the Proceeds of Certificates for Homes located in Targeted Areas. The requirements of this subsection will be met if the Administrator relies on (i) a properly executed Application, (ii) the amount specified in the loan documents with respect to the Underlying Indebtedness as the income used to qualify the Borrower for the Underlying Indebtedness together with (iii) copies of the Applicant's federal income tax returns for the preceding three (3) years, which the Administrator examines to determine that the Applicant's Annual Income for each year did not exceed the applicable Maximum Annual Income. In the event that the Borrower's Annual Income as reflected in the Borrower Affidavit or the loan application with respect to the Underlying Indebtedness exceeds the Maximum Annual Income then the Borrower is not eligible for the Program because the Annual Income of the Borrower exceeds the Maximum Annual Income. In the event that the Borrower's Annual Income, as reflected on the prior years' income tax returns, exceeds the Maximum Annual Income, but the Borrower's current Annual Income as reflected by the Borrower's Affidavit and the loan documents with respect to the Underlying Indebtedness is less than the Maximum Annual Income, then the Local Administrator shall exercise its reasonable judgment in determining whether or not the current Annual Income requirement is met.

(6) The Certificate is not issued in connection with the acquisition or replacement of an Existing Mortgage, and except in the case of a Certificate provided in connection with a Qualified Home Improvement Loan, the Applicant did not have an Existing Mortgage. The requirements of this subsection shall be met if the Local Administrator relies on the relevant provisions of a properly executed Application.

(7) The Applicant knows that the Certificate is not transferable. The requirement of this subsection shall be met if the Local Administrator relies on the relevant provisions of a properly executed Application.

(8) None of the financing of the Home has been or will be provided from proceeds of a Qualified Mortgage Bond or a Qualified Veterans Bond. In addition, in the case of a Qualified Home Improvement Loan, no Qualified Home Improvement Loan has been made with respect to the Home (by any lender) from the proceeds of a Qualified Mortgage Bond or a Qualified Veterans Bond or that is or was subject to a Mortgage Credit Certificate under any program at any time that any person who has, at the time the Qualified Home Improvement

Loan is made, a Present Ownership Interest in the Home or had a Present Ownership Interest in the Home. The requirements of this subsection will be met if the Local Administrator relies on the relevant provisions of a properly executed Application and a properly executed Lender Certificate.

(9) The Issuer, directly or indirectly, has not prohibited the Applicant from obtaining financing from one or more Lending Institutions and has not required the Applicant to obtain financing from one or more Lending Institutions. For the purposes of the preceding sentence, a lender is any person or entity, including an issuer of mortgage credit certificates, that provides financing for the acquisition or qualified home improvement of a residence. The requirement of this subsection will be met if the Local Administrator relies on the relevant provisions of a properly executed Application.

(10) The interest on the Indebtedness Amount is not payable or paid to a person who is a related person to the Applicant. The requirements of this subsection will be met if the Local Administrator relies on the relevant provisions of a properly executed Application and a properly executed Lender Certificate.

(11) Any points (other than the Program Fee), origination fees, servicing fees, loan application fees, survey fees, credit report fees, insurance fees or similar financing costs, and any other fees paid to the Lending Institution providing the Underlying Indebtedness, or any other person, are reasonable and not in excess of amounts customarily charged in the area or by the person receiving the fee, with respect to mortgages not provided in connection with Mortgage Credit Certificates and the Applicant has not and will not pay, directly or indirectly, any other fee. The requirements of this subsection will be met if the Local Administrator relies on the relevant provisions of a properly executed Application and a properly executed Lender Certificate.

(12) The Applicant has applied for a Mortgage Loan for the Home to be financed in connection with the Program. The requirement of this subsection will be met if the Local Administrator relies on a loan Application with respect to the Underlying Indebtedness submitted with the Application. The Underlying Indebtedness must be incurred no later than December 31, 1994.

(13) If the home is a two- to four-family Home, it was first occupied for residential purposes at least five years before the incurrence of the Underlying Indebtedness.

(14) Except in the case of a Qualified Home Improvement Loan, the Applicant has been supplied with a completed notice in the form

attached hereto as Exhibit I at the closing of the Underlying Indebtedness for the Home and the Applicant has been supplied with a complete notice in the form attached hereto as Exhibit J within 90 days after such closing. The notices in Exhibits I and J may be given simultaneously at the closing of the Mortgage Loan for the Home. If one or both of these notices are supplied to an Applicant and that Applicant is not issued a Certificate, the Local Administrator will give the Applicant prompt written notice that the federal subsidy recapture provisions discussed in the notices are not applicable.

(15) If the Underlying Mortgage has a cosigner or guarantor in addition to the Applicant, either (i) the cosignor/guarantor has executed an Application and is considered an additional Applicant for purposes of meeting the foregoing requirement or (ii) the cosignor/guarantor has executed an Affidavit of Cosignor/Guarantor in the form attached hereto as Exhibit C.

(d) Reports. The Local Administrator shall provide the Program Administrator in a timely manner with all information which the Program Administrator needs in order to prepare the quarterly and annual reports described in Article VI hereof.

(e) Targeted Area. The Local Administrator shall use reasonable diligence to issue Certificates for Homes located in Targeted Areas.

Section 4.03 Approval Letter.

In the event that an Applicant, as evidenced by its Application and materials submitted in connection therewith, has satisfied the requirements of Section 4.02(c) hereof other than the submission of the Borrower Affidavit, the Seller Affidavit, the Certificate and the Cosignor/Guarantor Affidavit, if applicable, the Local Administrator shall determine that the Applicant is eligible for the Program. An eligible Applicant shall be issued an Approval Letter provided that the Proceeds of such Approval Letter, if issued, would not cause the Unused Allocation to be less than $1. If issuance of the approval Letter would cause the Unused Allocation to be less than $1 the Applicant shall be reclassified as ineligible for the Program because the Certificate Authority is expended. The Local Administrator shall so inform the Applicant as provided in Section 4.02(b)(2) hereof.

The Local Administrator may, in its discretion, extend the Expiration Date with respect to a particular Approval Letter, but in no event shall an Expiration Date be extended beyond the Program Expiration Date.

On or prior to the Targeted Area Reservation Date, before issuing an Approval Letter for a Home not located in a Targeted Area, the Local

Administrator shall calculate the Total Proceeds of all Approval Letters issued for Homes not located in a Targeted Area and the Local Administrator shall not issue an Approval Letter for a Home not located in a Targeted Area if the Proceeds of such Approval Letter, if issued, would cause the Unused Allocation minus the Targeted Area Reservation to be less than $1.

If on or prior to the Targeted Area Reservation Date, issuance of the Approval Letter for a Home not located in a Targeted Area would cause the Unused Allocation minus the Targeted Area Reservation to be less than $1 and there remains unallocated Certificate Authority that is reserved until the Targeted Area Reservation Date for use in Targeted Areas, then the Local Administrator shall reclassify the Applicant as temporarily ineligible. The Applicant shall be informed of its status and also that additional amounts may be available after the Targeted Area Reservation Date. The Applicant shall be further informed that there is no assurance that additional amounts will be available. Applicants classified as temporarily ineligible shall be given first priority, in order of application, if additional amounts become available after the Targeted Area Reservation Date because the Targeted Area Reservation was not fully expended in Targeted Areas before such date.

The Local Administrator shall issue its Approval Letters in the form attached hereto as Exhibit H. The Approval Letter shall contain the following information:

(a) The name, address and taxpayer identification number of the Applicant;

(b) The address of the Home to be financed in connection with the Program;

(c) Whether the financing is in connection with financing the purchase of the Home or in connection with a Qualified Home Improvement Loan;

(d) The Indebtedness Amount that has been set aside on behalf of the Applicant;

(e) The Credit Rate;

(f) A list of materials and verifications that must be provided before a Certificate will be issued to the Applicant; and

(g) The Expiration Date of the Approval Letter.

The Approval Letter, together with a form of Borrower Affidavit, Seller Affidavit, Lender Certificate and, if applicable, Cosignor/Guarantor Affidavit, shall be mailed by first-class mail, postage prepaid, to the Applicant. The Borrower Affidavit, Seller Affidavit, Lender Certificate and, if applicable, Cosignor/Guarantor Affidavit shall indicate the Applicant's name, social security number and a reference number, if necessary, to enable the Local Administrator to assemble the Application materials efficiently. A copy of the Approval Letter shall be mailed to the Lending Institution designated by the Applicant. In addition, a copy of the Approval Letter shall be retained by the Local Administrator.

Section 4.04 Issuance Of Certificate.

Upon a determination by the Local Administrator that an Applicant has submitted all the necessary materials including (a) the Borrower Affidavit reflecting no material changes from the Application of the Applicant that would cause the Applicant to be ineligible to receive a Certificate; (b) the Seller Affidavit (except in the case of a Qualified Home Improvement Loan), (c) the Lender Certificate, (d) income tax returns for the most recent three (3) years, (e) the loan application, (f) the Program Fee, (g) the Cosignor/Guarantor Affidavit, if applicable, and (h) such additional materials as the Local Administrator shall deem necessary, the Local Administrator shall make a final determination of the Applicant's eligibility for the Program. Such determination shall assure that each of the following is true:

(a) That the Applicant satisfies each of the conditions set forth in Section 4.02(c) hereof;

(b) That the Program Fee has been paid by or on behalf of the Applicant or that provision for payment of the Program Fee has been arranged with the escrow agent (or a similar entity) handling the closing of the related mortgage loan;

(c) That the Proceeds of the Applicant's Certificate, if issued, would not cause the Unused Allocation (after taking into account cancellation of the related Approval Letter) to be less than $1;

(d) That (if applicable), if the Home is not located in a Targeted Area and the Certificate is issued on or before the Targeted Area Reservation Date, the Proceeds of the Applicant's Certificate, if issued, would not cause the Unused Allocation (after taking into account cancellation of the related Approval Letter) minus the Targeted Area Reservation to be less than $1; and

(e) That the Issue Date is (1) at least ninety-one (91) days after the Publication Date and (2) on or before the Program Expiration Date.

Upon completion of each of the above determinations and its finding that issuance of the Certificate will not violate the terms of Section 25 of the Code and the terms of this Administration Agreement, the Local Administrator is hereby authorized and directed to prepare and complete on behalf of the Issuer, a Certificate for the Applicant. The Certificate shall be in the form set forth in Exhibit A hereto with such additions, substitutions and completions as are necessary. The Certificates shall be executed by the manual or facsimile signatures of the officers of the Issuer authorized by the Ordinance and shall be countersigned by the manual signature of the Local Administrator.

The original Certificate shall be mailed, by first-class mail, postage prepaid, to the Applicant. One copy of the Certificate shall be retained by the Local Administrator on behalf of the Issuer. A second copy shall be mailed to the Lending Institution providing the indebtedness for its records. A copy of the Certificate also shall be provided to the Program Administrator. The Issuer hereby instructs that a copy of the Certificate need not be mailed to the official of the Issuer providing the certification required to be attached to the Issuer's Election.

Upon issuance of the Certificate, the Approval Letter shall be treated as expired for purposes of determining the amount of Approval Letter Proceeds outstanding.

Section 4.05 Reservation Of Certificates For The Target Area.

On or prior to the Targeted Area Reservation Date, a portion of the Certificate Authority with Proceeds equal to the Targeted Area Reservation shall be set aside and reserved for issuance of Certificates in connection with Homes located in the Target Area. The Local Administrator shall not issue any Certificate on or prior to the Targeted Area Reservation Date to the extent that issuance of the Certificate would cause the Unused Allocation minus the Targeted Area Reservation to be less than $1.

Section 4.06 Numbering Of The Certificates.

The Certificates shall be numbered consecutively upward from Number 100. The Local Administrator shall be certain that no two (2) certificates bear the same number.

Section 4.07 Revocation Of Certificates.

In the event that information shall come to the Program Administrator's or the Local Administrator's attention that any of the representations contained in a Borrower Affidavit or Application of a

Holder were false at the time made or that the Home is no longer the Holder's Principal Residence, then such Administrator shall revoke the Holder's Certificate. Revocation shall be effected by mailing such notice to the Home for which the Certificate was issued and by notifying the Internal Revenue Service on Form 8330, which is required to be filed pursuant to Section 6.01 hereof. Written notice of such revocation shall be promptly given to the other Administrator.

Section 4.08 Mutilated, Lost, Stolen Or Destroyed Certificates.

In the event any Certificate is mutilated, lost, stolen or destroyed, the Issuer may execute and the Local Administrator may countersign and deliver a new Certificate for the Home specified in the original Certificate at the same Credit Rate and Indebtedness Amount; provided that (a) in the case of a mutilated Certificate, such mutilated Certificate shall first be surrendered to such Local Administrator, and (b) in the case of any lost, stolen or destroyed Certificate, there shall first be furnished to such Local Administrator evidence of such loss, theft or destruction satisfactory to it. The Local Administrator may charge an administrative or processing fee not to exceed Twenty-five Dollars ($25) in connection with the execution and issuance of a new Certificate as provided in this section.

Article V.

Program Fees.

Section 5.01 Collection Of Program Fee.

Prior to issuing a Certificate, the Local Administrator shall have received the Program Fee or received evidence to its satisfaction that provision for payment of the Program Fee shall have been arranged with the escrow agent handling the closing of the Underlying Indebtedness.

Section 5.02 Distribution Of Program Fee.

On or before the fifth business day of each month following the month in which they are collected, the Local Administrator shall remit all Program Fees to the Program Administrator (after retaining as its own compensation of _____ percent (____%) of the aggregate principal amount of the Indebtedness for which such Program fees were paid) for payment of the Issuer's costs of implementing and administering the Program. Program Fees shall be distributed by the Program Administrator within five business days after receipt as follows:

(a) _____ percent (____%) of the aggregate principal amount of the Indebtedness for which such Program Fees were paid, to the Program Administrator;

(b) _____ percent (____%) of the aggregate principal amount of the Indebtedness for which such Program Fees were paid, to Chapman and Cutler, as special counsel to the Issuer;

(c) _____ percent (____%) of the aggregate principal amount of the Indebtedness for which such Program Fees were paid, to the Issuer;

Article VI.

Reporting Requirements.

Section 6.01 Quarterly Reports Of Issuer.

At least twenty (20) days prior to each Quarterly Report Date the Local Administrator shall, on behalf of the Issuer, submit to the Program Administrator the following information for the preceding quarter:

(a) The name, address, and taxpayer identification number of the Issuer of the Certificates;

(b) The date of the Issuer's Election and the Nonissued Bond Amount;

(c) The sum of the products determined by multiplying:

(1) The Indebtedness Amount of each Certificate issued under the Program by such Local Administrator during the calendar quarter, by

(2) The Credit Rate with respect to each Certificate;

(d) A listing of the name, address and taxpayer identification number of each Holder of a Certificate which has been revoked during the calendar quarter; and

(e) Any other information required to be included on Form 8330.

Section 6.02 Filing Of Quarterly Reports.

At least ten (10) days prior to each Quarterly Report Date, the Program Administrator shall prepare, execute and file (by certified mail, return receipt requested) a quarterly report on Form 8330 on behalf of the Issuer. The report filed for the quarter that is the last quarter in which a Certificate may be issued under the Program shall contain a statement to that effect. The reports required by this Section are to be filed with the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255 and a copy shall be sent by the Program Administrator to the Issuer.

Section 6.03 Information Report.

On or before the July 20th next following a Reporting Period the Local Administrator shall compile, assemble, prepare and submit to the Program Administrator an annual report for the most recent Reporting Period containing the information required by Section 1.25-4T(e) of the Income Tax Regulations.

Section 6.04 Assembly And Filing Of Information Report.

On or before the August 5th next following a Reporting Period the Program Administrator, on behalf of the Issuer, shall prepare, based on the annual report provided to it as required in Section 6.03 hereof, execute and file the Mortgage Credit Certificate Information Report required by Section 1.25-4T(e) of the Income Tax Regulations. The Mortgage Credit Certificate Information Report shall be in the format and on the form, if available, prescribed in Section 1.25-4T(e) of the Income Tax Regulations. The report required by this section shall be filed by certified mail, return receipt requested, at the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255 and a copy of such report shall be sent by the Program Administrator to the Issuer.

Article VII.

Program Administrator And Local Administrator.

Section 7.01 Status Of Program Administrator.

In the performance of all its activities hereunder, the Program Administrator shall be an independent contractor acting on its own behalf and for its own account, unless otherwise specifically provided herein. Subject to consultation with the Issuer, as provided herein, the Program Administrator shall have full power and authority to do and perform any

and all things that the Program Administrator may deem necessary or desirable to carry out its duties and responsibilities under this Administration Agreement.

Section 7.02 Status Of Local Administrator.

In the performance of all its activities hereunder, the Local Administrator shall be an independent contractor acting on its own behalf and for its own account, unless otherwise specifically provided herein. The Local Administrator shall have full power and authority, subject to review by the Program Administrator, to do and perform any and all things that such Local Administrator may deem necessary or desirable to carry out its duties and responsibilities under this Administration Agreement.

Section 7.03 Merger Or Consolidation Of Program Administrator.

Any entity into which the Program Administrator may be merged or consolidated, or any entity resulting from any merger, conversion or consolidation to which the Program Administrator shall be a party, or any entity succeeding to the business of the Program Administrator shall be the successor of the Program Administrator hereunder without the execution or filing of any document or instrument or any further ordinance on the part of the parties hereto.

Section 7.04 Merger Or Consolidation Of Local Administrator.

Any entity into which the Local Administrator may be merged or consolidated, or any entity resulting from any merger, conversion or consolidation to which the Local Administrator shall be a party, or any entity succeeding to the business of the Local Administrator shall be the successor of the Local Administrator hereunder without the execution or filing of any document or instrument, except as provided in Section 2.03(b) of this Administration Agreement, or any further ordinance on the part of the parties hereto.

Section 7.05 Program Administrator Not To Resign; Removal.

The Program Administrator may not resign from the obligations and duties imposed and accepted by the terms of this Administration Agreement without express written permission of the Issuer unless determination is made that its obligations and duties hereunder are no longer authorized under applicable law or regulation. Any such determination shall be supported by an opinion of counsel acceptable to the Issuer. No such resignation shall become effective until a successor shall have assumed the obligations and duties imposed by the terms of this

Administration Agreement. [The Issuer may remove the Program Administrator for cause or as otherwise provided in Article VIII hereof.]

Section 7.06 Delegation Of Duties Of Program Administrator.

The Program Administrator may delegate any of the obligations and duties imposed and accepted by it hereunder only with the prior written consent of the Issuer.

Section 7.07 Local Administrator Not To Resign; Removal.

The Local Administrator may not resign from the obligations and duties imposed and accepted by the terms of this Administration Agreement without express written permission of the Issuer and the Program Administrator unless determination is made that its obligations and duties hereunder are no longer authorized under applicable law or regulation. Any such determination shall be supported by an opinion of counsel acceptable to the Issuer. No such resignation shall become effective until a successor shall have assumed the obligations and duties imposed by the terms of this Administration Agreement. The Issuer may remove the Local Administrator at any time with or without cause upon 15 days' written notice to the Local Administrator and the Program Administrator.

Section 7.08 Delegation Of Duties Of Local Administrator.

The Local Administrator may delegate any of the obligations and duties imposed and accepted by it only with the prior written consent of the Program Administrator and the Issuer.

Article VIII.

Events Of Default.

Section 8.01 Administrator Events Of Default Defined.

The happening of any one or more of the following shall constitute an "Event of Default" by the Program Administrator or by a Local Administrator under this Administration Agreement:

(a) Failure to observe or perform in any material respect any covenant, condition or agreement in this Administration Agreement to

be observed or performed for a period of thirty (30) days [after written notice, specifying such failure and requesting that it be remedied, given to it by the Issuer or in the case of a default by the Local Administrator, the Program Administrator,] unless the Issuer and, in the case of a default by a Local Administrator, the Program Administrator shall agree in writing to an extension of such time prior to its expiration; [provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Issuer, and in the case of a default by the Local Administrator, the Program Administrator will not unreasonably withhold consent to an extension of such time if corrective action is instituted within the applicable period and so long as such corrective action is being diligently pursued until the failure is corrected].

(b) A decree or order of a court or agency or supervisory authority having jurisdiction in the premises shall have been entered against the Program Administrator or the Local Administrator for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or other similar proceedings, or for the winding up or liquidation of its affairs, and such decree or other shall have remained in force and undischarged or unstayed for a period of sixty (60) days.

(c) The Program Administrator or the Local Administrator shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or other similar proceedings, or for the winding up or the liquidation of the affairs of or relating to such Administrator or of or relating to all or substantially all of its property.

(d) The Program Administrator or the Local Administrator shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statutes, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

(e) Failure by a Local Administrator or the Program Administrator to remit the Program Fee as required by Section 5.02 hereof.

(f) The determination that any representation of or warranty by the Program Administrator or the Local Administrator in this Administration Agreement shall be false in any material respect when made.

Section 8.02 Administrator Default Remedies.

Upon the occurrence of an Event of Default by the Program Administrator or the Local Administrator, the Issuer, or in the case of a default by the Local Administrator, the Program Administrator:

(a) By notice in writing to the defaulting Administrator may, subject to applicable state and federal law, terminate all of such Administrator's rights, duties and obligations hereunder; and

(b) May take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Administration Agreement or to enforce performance and observance of any obligation, agreement or covenant of such administrator under this Administration Agreement.

At the time the Issuer (or the Program Administrator with respect to a default by the Local Administrator) notifies any Administrator of its termination, all rights, duties and obligations of such Administrator hereunder shall be terminated and shall pass to and vest in such successor Administrator that the Issuer shall appoint. Such successor forthwith shall execute an agreement, in form and substance satisfactory to the issuer, or, in the case of a default by a Local Administrator, the Issuer and the Program Administrator, confirming its assumption of all rights, duties and obligations.

Section 8.03 No Remedy Exclusive.

Unless otherwise expressly provided, no remedy herein conferred upon or reserved is intended to be exclusive of any other available remedy, but each remedy, shall be cumulative and shall be in addition to other remedies given under this Administration Agreement or existing at law or in equity. No delay or omission to exercise any right or power occurring upon the happening of any event set forth in Section 8.01 hereof shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Program Administrator to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 8.04 Agreement To Pay Attorneys Fees And Expenses.

In the event the Program Administrator or the Local Administrator fails to perform its obligations under any of the provisions of this Administration Agreement and the Issuer, or in the case of a default by a Local Administrator, the Program Administrator, employs attorneys or incurs other expenses in connection with such default or for the enforcement of the performance of any obligation or agreement on the part of such Administrator herein contained, the Program Administrator and the Local Administrator agree severally, with respect to its own actions and not jointly, to pay or reimburse the Issuer, or in the case of a default by

a Local Administrator, the Program Administrator, on demand the reasonable fee of such attorneys and such other incurred expenses as a result of action or inaction by such Administrator.

Article IX.

Miscellaneous Provisions.

Section 9.01 Amendments, Changes And Modifications.

This Administration Agreement may not be effectively amended, changed, modified or altered without the written consent of the Program Administrator, the Local Administrator and Issuer. No such amendment shall become effective unless accompanied by an opinion or opinions of counsel acceptable to the Issuer and the Program Administrator that if such amendment takes effect the Program will remain a "qualified mortgage credit certificate program" as defined in the Code and will remain valid and authorized under the Ordinance.

Section 9.02 Filing Of The Administration Agreement.

This Administration Agreement, or a memorandum of any portion or portions hereof executed by the Issuer, the Program Administrator and the Local Administrator may be filed in the office of the clerk of the Issuer.

Section 9.03 Limitation On Rights Of Holders And Applicants.

No Holder or Applicant shall have any right to institute a suit against the Issuer with respect to this Administration Agreement.

Section 9.04 Indemnification.

(a) The Program Administrator, will indemnify and hold harmless the Issuer and each of its members, directors, officers and employees (any such person being herein sometimes called an "Indemnified Party"), against all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and will reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any negligent or intentional acts of the Program Administrator or omissions by the Program Administrator to act in carrying out its responsibilities

under this Agreement or in connection with the Program. This indemnity agreement will not limit any other liability the Program Administrator may otherwise have to any Indemnified Party.

(b) The Local Administrator will indemnify and hold harmless each Indemnified Party against all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and will reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon any negligent or intentional acts of the Local Administrator or omissions by the Local Administrator to act in carrying out its responsibilities under this Agreement or in connection with the Program. This indemnity agreement will not limit any other liability the Local Administrator may otherwise have to any Indemnified Party.

(c) An Indemnified Party will, promptly after receiving notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against the Program Administrator or the Local Administrator, as the case may be (in any case the "Indemnified Party"), notify the Indemnifying Party in writing of the commencement of the action. Failure of the Indemnified Party to give such notice will not relieve the Indemnifying Party from any liability which it may have to any Indemnified Party except to the extent that the Indemnifying Party was prejudiced by such failure to notify. If such action is brought against an Indemnified Party and such Indemnified Party notifies the Indemnifying Party of its commencement, the Indemnifying Party may, or if so requested by the Indemnified Party shall, participate in it or assume its defense, with counsel reasonably satisfactory to the Indemnified Party, and, except as provided below, after notice from the Indemnifying Party to the Indemnified Party of an election to assume the defense, the Indemnifying Party will not be liable to the Indemnified Party under this Section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense other than reasonable costs of investigation. Until the Indemnifying Party assumes the defense of any such action at the request of the Indemnified Party, the Indemnifying Party may participate at its own expense in the defense of the action. If the Indemnifying Party does not employ counsel to have charge of the defense or if any Indemnified Party reasonably concludes that there may be defenses available to it or them which are different from or in addition to those available to the Indemnifying Party or if the Indemnified Parties and the Indemnifying Parties have conflicting interests which would make it inappropriate for the same counsel to represent both of them (in which case the Indemnifying Party will not have the right to direct the defense of such action on behalf of such Indemnified Party), legal and other expenses incurred by such Indemnified Party will be paid by the Indemnifying Party (it being

understood, however, that the Indemnifying Party shall not be liable for the expenses of more than one separate counsel representing all Indemnified Parties not having different or additional defenses or potential conflicting interests among themselves who are parties to such action). Any obligation under this Section of an Indemnifying Party to reimburse an Indemnified Party for expenses includes the obligation to make advances to the Indemnified Party to cover such expenses in reasonable amounts and at reasonable periodic intervals not more often than monthly as requested by the Indemnified Party.

(d) The indemnification agreements of all parties to this Administration Agreement contained in this Section shall remain operative and in full force and effect, regardless of any termination of this Agreement or the issuance of the Certificates.

Section 9.05 Notices.

Any notice or other communication to be given to the Issuer, the Program Administrator or the Local Administrator under this Administration Agreement may be given by delivering the same in writing at such party's address as set forth below:

To The Issuer: _____

_____

_____

Attention: _____

With A Copy To: _____

_____

_____

Attention: _____

To The Program Administrator: _____

_____

_____

Attention: _____

To The Local Administrator: _____

_____

_____

Attention: _____

Section 9.06 Anti-Apartheid Representations.

The Program Administrator and Local Administrator each acknowledge to the Issuer as follows:

a. Each individually has executed the appropriate Anti-Apartheid Affidavit (the "Affidavit") attached to this Agreement as Exhibit K and incorporated into this Agreement by this reference.

b. Each individually understands and acknowledges that the Issuer may declare a default and terminate all existing contracts with it if it 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; and (ii) the concealment of an existing contractual relationship or entering into a contractual relationship with (a) South Africa, (b) a South African business, or (c) any business or corporation for the express purpose of assisting operations in, or trading with any private or public entity located in South Africa. This right of termination is supplemental to any other remedy which the Issuer may have under this Agreement, at law or in equity, and shall entitle the Issuer to direct, indirect, special and consequential damages and any other applicable legal or equitable remedy.

c. Further, each individual 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 $500.00 and not more than $1,000.00 for each offense. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

Section 9.07 Governing Law.

This Administration Agreement shall be construed in accordance with the laws of the State and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. The Issuer, Program Administrator and the Local Administrator hereby agree to comply in all respects with the Ordinance and Section 25 of the Code. In

the event any of the provisions of this Administration Agreement conflict with any provision of the Ordinance or Section 25 of the Code, the provisions of the Ordinance and Section 25 of the Code shall govern and take precedence over the provisions hereof.

Section 9.08 Severability.

In the event any provision of this Administration Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.09 Further Assurances And Corrective Instruments.

To the extent permitted by law, the Issuer, the Program Administrator and the Local Administrator agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Administration Agreement.

Section 9.10 Term Of Agreement.

This Administration Agreement shall be in full force and effect from the date hereof and shall continue in effect until the later of (a) December 31, 1994, and (b) such time as any Certificates issued hereunder are eligible for the income tax credit provided by Section 25 of the Code.

Section 9.11 Immunity Of Officers And Directors; Limited Liability.

No recourse shall be had for any claim based on any of the Certificates or upon any obligation, covenant or agreement in this Agreement against any past, present or future officer, director or employee of the Issuer, or any incorporator, officer, director or trustee of any successor to the Issuer, as such, either directly or through the Issuer or any successor to the Issuer, 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 incorporator, officers, directors, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement and issuance of such Certificates.

In Witness Whereof, The Issuer, the Program Administrator and the Local Administrator have caused their names to be signed hereto by their

respective officers thereunto duly authorized and their respective seals, duly attested, to be hereunto affixed, all as of the ____ day of _____, 1992.

City of Chicago,
Cook County, Illinois

By: _____
City Comptroller

[Seal]

Attest:

_____
City Clerk

George K. Baum & Company,
as Program Administrator

By: _____
Authorized Officer

_____,
as Local Administrator

By: _____
Authorized Officer

Schedule "I" and Exhibits "A" through "K" attached to this Agreement read as follows:

Schedule "I".

Initial Targeted Areas.

Census Tracts.

_____

_____

_____

_____

and parts of the following census tracts:

_____

_____

_____

_____

Exhibit "A".

United States Of America
State Of Illinois

City Of Chicago, Cook County, Illinois

Single-Family Mortgage Credit Certificate.

Series 1992.

Certificate Number _____.

This Mortgage Credit Certificate Entitles the hereinafter named Holder to the federal income tax credit authorized by Section 25 of the Internal Revenue Code of 1986 (the "Code") in an amount equal to the Certificate Credit Rate multiplied by the interest paid or accrued by the Holder on the indebtedness incurred in connection with this Certificate during the taxable year. If the Certificate Credit Rate exceeds twenty percent (20%), the amount of the federal income tax credit may not exceed $2,000.00. If the federal income tax credit permitted by this Certificate exceeds the Holder's tax liability (after proper adjustment for other tax credits) then the Holder may carry forward the unused credit for up to three (3) years as provided in Section 25(e)(1) of the Code. This Certificate and the issue of which it forms a part, constitutes the City of Chicago, Cook County, Illinois (the "Issuer"), Single-Family Mortgage Credit Certificate Program, Series 1992 (the "Program"). This Certificate shall remain valid and in effect from the date of closing of the related mortgage loan until such time as (a) the Issuer or its agent revokes the Certificate for any misrepresentation or misstatement of fact by the Holder regarding the Holder's eligibility for the Program, (b) the residence financed in connection with this Certificate ceases to be the Holder's principal residence, or (c) the indebtedness incurred in connection with this Certificate is repaid.

This Certificate is not transferable and is automatically revoked if the residence financed in connection with this Certificate ceases to be the Holder's principal residence. The Holder has agreed, and is required by law, to notify the Local Administrator named below if the residence financed in connection with this Certificate ceases to be the Holder's principal residence.

Based on its review of the materials submitted by the Holder, and such independent investigation as it deemed necessary, _____, a _____ banking corporation (the "Local Administrator") has determined that:

1. This Certificate meets the residence requirements of Section 1.25-3T(d) of the United States Treasury Regulations (the "Treas. Regs."), because the Holder has indicated an intention to occupy the Home as a principal residence and the Home is located in the Program Area.

2. This Certificate meets the first-time homebuyer requirements of Treas. Regs. Section 1.25-3T(e) because the Holder has provided evidence and made assurances that the Holder had no present ownership interest in a principal residence at any time during the preceding three (3) years or the requirements of Treas. Regs. Section 1.25-3T(e) do not apply because the Certificate Indebtedness Amount represents a Qualified Home Improvement Loan.

3. This Certificate meets the new mortgage requirements of Treas. Regs. Section 1.25-3T(g) because the Holder has made assurances that the

Certificate Indebtedness Amount represents a new mortgage and not the acquisition or replacement of an existing mortgage.

4. This Certificate meets the prohibited mortgage requirement of Treas. Regs. Section 1.25-3T(i) because the Holder and the Lender of the Certificate Indebtedness Amount have made assurances that none of the financing of indebtedness was provided from the proceeds of a tax-exempt bond issue.

5. This Certificate meets the lender requirements of Treas. Regs. Section 1.25-3T(j) because the Program is not limited to particular lenders and the Holder has made assurances to that effect.

6. This Certificate meets the requirements regarding allocations to particular developers contained in Treas. Regs. Section 1.25-3T(k) because no proceeds of the Program have been allocated to any developers, except as permitted in said Section.

7. This Certificate meets the requirements regarding payment of interest to related persons of the Holder contained in Treas. Regs. Section 1.25-3T(n) because the Holder and the Lender of the Certificate Indebtedness Amount have both provided assurances that interest on the indebtedness will not be paid to a related person to the Holder.

8. The Home financed in connection with this Certificate is _____ is not _____ located in a Targeted Area.

9. The Certificate meets the requirement of Section 25(c)(2)(iii)(iv) of the Code because the Holder's Annual Income does not exceed the Applicable Maximum Annual Income

I, the undersigned, an officer of the Local Administrator with authority to execute this Certificate, hereby certify, under penalty of perjury, that I made each of the determinations specified in items number 1 through 9 above and each of the determinations required to complete the reverse of this Certificate and each requirement necessary for issuance of this Certificate to the Holder has to the best of my knowledge and belief been fulfilled.

In Witness Whereof, The Issuer has caused this Certificate to be executed by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and executed by the manual signature of the Local Administrator.

City of Chicago,
Cook County, Illinois

By: _____
Mayor

[Seal]

By: _____
City Clerk

_____
Local Administrator

By: _____
Authorized Officer

(Following To Be On Back Of Certificate)

Certificate Of Issuer

City Of Chicago, Cook County, Illinois
Chicago, City Hall
121 North LaSalle Street
Chicago, Illinois 60602-1281
T.I.N.: 36-6005820

Certificate Holder

Name: _____

Address: _____

_____

_____

Certificate Holder
(If necessary)

Name: _____

Address: _____

_____

_____

Tax Identification Number or Social Security Number: _____

Tax Identification Number or Social Security Number: _____

Address of Home Financed:

Street: _____

City, County: _____

State, Zip: _____

Date of Issuer's Election: _____, 1992

Program Expiration Date: December 31, 1994

Mortgage Loan Closing Date: _____

Certificate Indebtedness Amount: $_____

Acquisition Cost of Residence: $_____

Applicable Maximum Home Value: $_____

Holder's Annual Income: $_____

Applicable Maximum Annual Income: $_____

Type of Loan: _____ Acquisition of Home

_____ Qualified Home Improvement

Size of Holder's Family: _____ One or Two Persons

_____ Three or More Persons

Holder _____ is _____ is not a First Time Homebuyer.

Certificate Credit Rate: ____%

Home _____ is _____ is not in a Targeted Area.

Exhibit "B".

Application Affidavit
Single-Family Mortgage Credit Certificate Program.

There Are Important Legal Consequences To This Legal Affidavit.
Read It Carefully Before Signing.

1. I (We) the undersigned, as part of my (our) application for a Mortgage Credit Certificate ("M.C.C.") from the City of Chicago, Illinois (the "Sponsor"), under the Sponsor's Single-Family Mortgage Credit Certificate Program, Series 1992 (the "Program"), in connection with a mortgage loan (the "Mortgage Loan") from a lender of the undersigned's choosing (the "Lender"), for the undersigned's purchase or qualified improvement of a single-family home (the "Residence"), being first duly sworn, state the following:

I (We) certify that the following are:

a. My (our) legal name(s): _____

_____

b. Current residence: _____

c. Telephone: work ( ) _____

home ( ) _____

d. Social Security Number(s): _____

_____

2. The Residence being purchased or improved is a single-family home located in the incorporated areas of the City of Chicago, Illinois, at the following address:

_____

_____

3. I (We) applied for a Mortgage Loan from the following Lender:

Name: _____

Address: _____

_____, _____ _____

Loan Officer: _____

I (We) have enclosed a copy of the Loan Application with this Application Affidavit.

4. The Residence will be occupied and used (or in the case of a home improvement loan the Residence is and will continue to be used) as my (our) principal place of residence within a reasonable time not to exceed sixty (60) days after the date of the Mortgage Loan closing. The Residence will not be used as an investment property, vacation home, or recreational or "second" home and not more than 15% of the area of the Residence will be used on a regular basis in a trade or business qualifying it for deductions under Section 280A of the Internal Revenue Code of 1986, as amended (except for the rental of all but one of the units of a two to four family Residence). I (We) understand the certificate will be automatically revoked if the Residence ceases to be my (our) principal residence and I (we) agree to notify the Local Administrator in writing within sixty (60) days after the Residence ceases to be my (our) principal residence.

5. The land adjoining the Residence purchased and financed in conjunction with the Residence will only maintain the basic livability of the Residence and will not provide a source of income to me (us).

6. I (We) certify that either (initial appropriate blank) (i) _____ the Residence is not a mobile home or similar factory-made housing or (ii) _____ the Residence is a mobile home or similar factory-made housing with at least 400 square feet of living space, a minimum width of 102 inches, is permanently affixed on a permanent foundation to real property.

7. Initial and complete one of the following sentences, whichever applies to you.

_____ a. The Residence is a new home that has never been permanently financed by any other person or previously occupied as a residence and the proceeds of the Mortgage Loan will not be used to

replace an existing mortgage (whether or not it was previously repaid and whether in the form of a conditional sales contract, pledge, agreement to hold title in escrow, or other form of owner financing) unless the existing mortgage is for: (1) a construction period loan of 24 months or less and that does not provide for scheduled payments of principal during such term or (2) a bridge loan or similar temporary initial financing of 24 months or less and that does not provide for scheduled payments of principal during such term.

_____ b. The Residence is a previously occupied existing home (i.e., not a new home) and the proceeds of the Mortgage Loan will not be used to replace an existing mortgage (whether or not it was previously repaid and whether in the form of a conditional sales contract, pledge, agreement to hold title in escrow or other form of owner financing) unless the existing mortgage is for a bridge loan or similar temporary initial financing of 24 months or less and that does not provide for scheduled payments of principal during such term.

_____ c. I (We) already own the Residence and will use the proceeds of the Mortgage Loan for qualified home improvements. For these purposes, qualified home improvements have the same meaning as defined in Paragraph 8(c) of this Application Affidavit.

8. Initial and complete one or more of the three following sections, whichever applies to you.

_____ a. I (We) have not had a present ownership interest in a principal residence (other than the Residence) at any time within the three-year period prior to the date on which the Mortgage Loan is executed. For this purpose a "present ownership interest" means any manner of ownership including the right to property that one spouse in a marriage has with respect to real property held in the other spouse's name; but not including a remainder interest, lease with or without an option to purchase, a mere expectancy to inherit or any interest that was acquired on the execution of the purchase contract (other than a land contract or a contract for deed). "Ownership" includes a fee simple interest, a joint tenancy, a tenancy in common or a tenancy by the entirety, a land contract under which possession and the burdens and benefits of ownership are transferred although legal title is not transferred until some later date, a life estate, stock of a tenant-shareholder in a cooperative and an interest held in trust for you. For this purpose a "principal residence" includes a single family home, a condominium, a share in a housing cooperative, any factory-made housing (such as a manufactured home, mobile home or house trailer) that is permanently affixed to the ground or occupancy in a multifamily residence owned by me (us). I (We) have listed below all places of

residence, whether owned or not, for a three-year period prior to the date this application was signed.

Previous Residences (Over the Preceding Three-year Period)

Address Of Residence	Indicate Whether Residence Was Owned, Rented Or Other*	Beginning/End Date Of Residency
_____	_____	From /To
_____	_____	From /To
_____	_____	From /To

Name, Address And Telephone Number Of The Owner Or Landlord Who Can Verify Each Residence Listed Above Which Was Not Owned by the Applicant:

Name	Address	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ b. The Residence is located in a "Targeted Area" as that term is described on the Targeted Area description, if any, provided with this Application Affidavit. [If no Targeted Area description has been provided, there are no Targeted Areas in the jurisdiction of the Sponsor.]

_____

* All answers of "Other" must be fully explained; use additional paper if necessary.

_____ c. I (We) already own the Residence and am (are) applying for my (our) first M.C.C. (whether or not from the Sponsor) in connection with financing qualified home improvements. For this purpose "qualified home improvements" means improvements to or alterations or repairs of, the Residence, but only to the extent the improvements, alterations and repairs substantially protect or improve the basic livability or energy efficiency of the Residence. For this purpose renovation of plumbing or electrical facilities, installation of a new furnace or air conditioner, the addition of living space, renovation of a kitchen area, or similar improvements "substantially protect or improve the basic livability or energy efficiency" of the Residence. Installation of a swimming pool, tennis courts, a decorative fountain, saunas, hot tubs or other recreational or entertainment facilities do Not "substantially protect or improve the basic livability or energy efficiency" of the Residence. No loan has been made for the Residence (whether or not by the Lender) in connection with (1) the issuance of an M.C.C. (even if not from this Program), (2) any issue of qualified mortgage bonds or mortgage subsidy bonds, or (3) qualified veterans' mortgage bonds, if any person who now has a "present ownership interest" (as defined in part (a)) in the Residence had, at the time of such loan, a present ownership interest in the Residence. I (We) have listed below a brief description of all the improvements I (we) financed and I (we) certify that the improvements have been or will be completed.

_____

_____

_____

9. I (We) certify that either (initial appropriate blank) (i) _____ I (we) will hereby submit true and complete copies of my (our) actual signed federal tax returns as filed for the preceding three (3) tax years or such other written verification that is acceptable to the M.C.C. Program or (ii) _____ that for one or more of the preceding three years I (we) was (were) not required by law to file a Federal Income Tax return and I (we) have prepared and signed the Borrower's Income Tax Return Affidavit (available from the Local Administrator listed below) for those years as a substitute for the tax returns.

10. The total purchase price for the Residence and the land appurtenant thereto will be $_____. (Note: This Paragraph 10 does not need to be completed for qualified home improvement loans.) For this purpose "total purchase price" includes the cost of acquiring the Residence as a complete unit from the seller. "Total purchase price" includes amounts paid by or on behalf of the borrower for (i) the Residence, (ii) items attached to the Residence (such as carpeting, curtain rods and light fixtures), (iii) commissions and builder's or architect's fees, (iv) site improvements, (v) fees

for permits (including hook-up and tap-in fees), (vi) the capitalized value of ground rent, (vii) subcontracted items, (viii) construction loan interest and (ix) points if the points are paid by the seller. "Total purchase price" also includes, if the Residence is incomplete, the reasonable cost of completing it, whether or not such cost is to be financed with the Mortgage Loan. "Total purchase price" does not include (i) title and transfer costs, survey fees, title insurance, appraisal fees, legal fees, credit reference fees, points if paid by the buyer, but only to the extent that such costs do not exceed the usual and reasonable costs that would be paid in this area for a mortgage loan not covered by an M.C.C., (ii) the uncharged value of work performed by the buyer or the buyer's immediate family (parents, grandparents, spouse, siblings or children or grandchildren), or (iii) the cost of land owned by the borrower for at least two years before commencement of construction of the Residence.

The Residence is either (initial appropriate blanks)

_____ a. not subject to a ground rent (rent paid for land the Residence is on).

_____ b. subject to a ground rent and the capitalized value of the ground rent (using a discount rate equal to the interest rate on the Mortgage Loan) has been included in the above purchase price.

11. No side deal or agreement, either verbal or written, is in place or contemplated for the completion of or the addition to the Residence unless the estimated cost of the completion or addition is included in the purchase price stated above.

12. Apart from any customary real estate agents' commissions, no money is being paid, no promissory note is being delivered, nor is anything else of value (including, without limitation, personal property) being exchanged for or transferred to the Seller of the Residence or any other persons by me or, to my knowledge, by any other person in connection with the purchase of the property except as indicated in the escrow and settlement documents.

13. I (We) have not entered into any agreement with the Seller of the Residence, the developer, the contractor, or any other person pursuant to which any portion of the Residence has been left unfinished or any fixtures or other necessary architectural appointments have been omitted or removed from the Residence in order to reduce the purchase price of the residence.

14. I (We) am (are) not buying any unattached items of personal property from the Seller in connection with the Residence, except as stated below:

Description	Price
_____	_____
_____	_____
_____	_____

The purchase price for the unattached personal property listed above does not exceed the fair market value of such property.

15. Other Owners of Residence. There are no persons who have or who are expected to have a "present ownership interest" (as defined in Paragraph 8(a) hereof in the Residence following execution of the Mortgage Loan who have not executed this affidavit or one substantially the same as this affidavit.

16. No portion of the financing of the acquisition of the Residence is or will be provided from the proceeds of a tax-exempt bond issue. Furthermore, if the Mortgage Loan is for home improvements, none of the financing on the Residence that is outstanding was provided from the proceeds of a tax-exempt bond issue.

17. No person related to me (for federal tax purposes) has or is expected to have, an interest as a creditor in, or will be paid interest on, the Mortgage Loan.

18. I (We) understand and agree that if an M.C.C. is issued to me (us), it may not be transferred.

19. I (We) understand and agree that I (we) may seek financing from any lender of my (our) choosing and that I (we) am (are) in no way prohibited from seeking financing from any potential lender so long as the Lender executes and complies with the terms of the Certificate of Lender.

20. An accurate calculation of my (our) family income, including the income of all persons who intend to reside with me (us) in the Residence, is shown on Worksheet One attached hereto.

21. To the best of my (our) knowledge any points, origination fees, servicing fees, credit report fees, insurance fees and other fees paid to the Lender, or upon the Lender's request, are reasonable and not in excess of amounts customarily charged.

22. If the Residence is a two- to four-family Residence, it was first occupied for residential purposes at least five years prior to the execution of the Mortgage Loan.

23. I (We) understand and agree that in order to be eligible for an M.C.C. I (we) must apply for an M.C.C. and receive notice of approval before closing on my (our) Mortgage Loan.

24. I (We) understand, acknowledge, and agree that if I (we) dispose of (for example, by sale) the Residence within nine (9) years from the date that the Mortgage Loan is originated, the Internal Revenue Service may levy a tax on me (us) upon such disposition up to a maximum of fifty percent (50%) of the amount of gain that I (we) realize upon the disposition, depending upon my (our) income level, the amount of the Mortgage Loan, and the number of years I (we) hold the Residence. I (we) acknowledge that I (we) have received and read the Recapture Tax Notice to Mortgagor that describes the potential interest recapture in detail and that was provided to me (us) by the Lender. (This paragraph does not apply to a qualified home improvement loan.)

25. I (We) acknowledge and understand that this Application Affidavit (including Worksheet One attached hereto) will be relied upon for purposes of determining my (our) eligibility for an M.C.C.. I (We) acknowledge that a material misstatement negligently made in this affidavit (including Worksheet One attached hereto) or in any other statement made by me (us) in connection with an application for an M.C.C. will constitute a federal violation punishable by a fine; and a material misstatement fraudulently made in this affidavit or in any other statement made by me (us) in connection with application for an M.C.C., will constitute a federal violation punishable by up to a $10,000 fine and revocation of the Certificate, which may be in addition to any criminal penalty imposed by law. In addition, any misstatement or false statement which affects my (our) eligibility for an M.C.C. will result in a denial of my (our) application for an M.C.C., or, if an M.C.C. has been issued prior to discovery of the false statement, immediate revocation of the M.C.C. issued.

26. In addition, I (we) hereby acknowledge and understand that any false pretense, including any false statement or representation; or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my (our) participation in the program, may be punishable by imprisonment or by a fine.

Dated: _____

Signature of Applicant(s):

_____

_____

State of _____)
) SS
County of _____)

Subscribed to and Sworn to before me this ____ day of _____, 1992.

_____
Notary Public

My commission expires: _____

Where To Apply.

This Application Affidavit should be mailed to the Local Administrator at the following address:

(To be supplied)

Income Tax Returns.

You Must Submit Your Income Tax Returns For The Past Three Years With This Application. The three-year period begins from the date of application to participation in the Program. The applicant must sign the returns stating that "this is a true and exact copy of the returns submitted to the I.R.S.". Tax returns are required for each person whose name will be on the M.C.C.. If a person has taken deductions the Lender will need a copy of the Schedule A. If a person has taken a mortgage interest or real estate tax deduction, the Lender will need an explanation for the deduction and proof that the property was never occupied as a principal place of residence during that period. If an applicant has filed the short form (1040A or 1040EZ), the Lender will accept a letter from the I.R.S. verifying the filing status of the Applicant.

Loan Application.

You must submit a copy of your loan application with this application.

Worksheet One -- Family Income.

I/We, the undersigned, state that I/we have read and answered fully and truthfully each of the following questions for all members of the Mortgagor's family* who are to occupy the Residence to be financed by a Mortgage Loan, all of whom are listed below:

Mortgagor's Address to be financed by Mortgage Loan:

_____

_____

_____

Part A

	(1) Name Of Members Of The Mortgagor's Family	(2) Relationship To Mortgagor	(3) Age	(4) Social Security Number
(a)				
(b)				
(c)				
(d)				
(e)				

* The income to be taken into account in determining "Family Income" is the income of the Mortgagor(s) and any other person who is expected both to live in the Residence being financed and to be liable on the Mortgage.

(5)
Place Of Employment

(a) _____

(b) _____

(c) _____

(d) _____

(e) _____

(6) For each of the above persons, the amount of current monthly income reported either on (1) lines 23D (current monthly full-time employment salary) and 23E (current monthly full-time employment overtime) of the Application for V.A. or F.M.H.A. Home Loan Guaranty or for a H.U.D./F.H.A. Insured Mortgage (V.A. Form 26-1802A, H.U.D. 92900, Jan. 1982) or (2) the total line from the Gross Monthly Income section of F.H.L.M.C. Residential Loan Application Form (F.H.L.M.C. 65 Rev. 8/78) is as follows (if such forms were not completed within four months of the closing of the Mortgage Loan, updated figures within such four-month period must be obtained and used in completing this Section 6):

Name	Reported Income Form
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
TOTAL INCOME:	$_____ (Line 6(g))

(7) For each of the above persons, all income received during the twelve (12) month period preceding the date of application for the Mortgage Loan is submitted to the Lender and which income has not been included in the income reported by such person in Section 6 above, including, but not limited to, part-time employment compensation, commissions, fees, tips and bonuses, and other compensation for personal services, before payroll deductions, net income from the operation of a business or profession (without deducting expenditures for business expansion or amortization of capital indebtedness or an allowance for depreciation of capital assets), or withdrawals of cash or assets from the operation of a business or profession, any interest, dividends, royalties, and other net income of any kind from any investment or from real or personal property (without deducting expenditures for amortization of capital indebtedness or an allowance for depreciation of capital assets), all income received from trusts, the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, Veterans Administration (V.A.) compensation, disability or other benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of periodic payments, payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation, and severance pay, the maximum amount of welfare assistance or any other form of public assistance available to the above persons, periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling, all regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse or other person whose dependents are residing in the Residence, and any earned income tax credit to the extent it exceeds income tax liability, is as follows:

Name	Amount Of Income (Annual)
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
_____	$_____
TOTAL INCOME:	$_____
Total Income Divided By Twelve:	$_____ (Line 7(h))

(8) The total monthly gross income for the above persons is $_____ (calculated by adding the figures contained in Line 6(g) in Section 6 above and Line 7(h) in Section 7 above).

(9) The Family Income for all of the above persons, or the monthly gross income figure in Section 8 above, multiplied by twelve (12) is $_____.

(10) The number of persons in my family who are to reside in this Residence is _____.

Date: _____

_____
Head of Household

_____
Spouse

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

_____
Notary Public in and for the

State of _____

[Seal]

My commission expires: _____

Exhibit "C".

Name Of Applicant: _____

Social Security No.: _____

Reference No.: _____

Affidavit Of Cosignor/Guarantor.

There Are Important Legal Consequences To This Legal Affidavit.

Read It Carefully Before Signing.

State of _____)
)
County of _____)

I, the undersigned, an obligor on a note (the "Note") made in connection with a mortgage loan (the "Mortgage Loan") in the amount $_____ from _____ (the "Lender") under the City of Chicago, Illinois, Single-Family Mortgage Credit Certificate Program (1992) (the "Program"), hereby certify that I am executing the Note solely for purposes of providing additional security for the Mortgage Loan.

I further certify that I have no other financial or ownership interest in the property subject to the Mortgage Loan and that I have no intention to and will not occupy the property subject to the Mortgage Loan as a permanent residence.

The statements set forth herein are made under penalty of perjury. I understand that perjury is a felony punishable by fine or imprisonment or both.

_____
Cosignor/Guarantor

_____
Date

State of _____)
)
County of _____)

Acknowledged and Sworn to before me this ____ day of _____, 19__.

_____
Notary Public in and for the
State of _____

[Seal]

My commission expires: _____

Exhibit "D".

Name Of Applicant: _____

Social Security No.: _____

Reference No.: _____

Borrower's Closing Affidavit

Single-Family Mortgage Credit Certificate Program.

There Are Important Legal Consequences To This Legal Affidavit.

Read It Carefully Before Signing.

1. I (We) the undersigned, as part of my (our) application for a Mortgage Credit Certificate ("M.C.C.") under the City of Chicago, Illinois, Single-Family Mortgage Credit Certificate Program, Series 1992 (the "M.C.C."

Program), in connection with a mortgage loan (the "Mortgage Loan") from the lender of the undersigned's choosing (the "Lender") of the undersigned's purchase or improvement of a single-family home (the "Residence"), being first duly sworn, state the following:

2. I (We) executed the Application Affidavit as part of my (our) application for a Mortgage Credit Certificate on _____, 19__ (date Application Affidavit was signed).

3. (Initial and complete Section (a) or (b), whichever applies.)

____ (a) I (We) have reviewed the Application Affidavit and declare that there has been no change in any of the statements made in the Application Affidavit and those statements remain true and accurate.

____ (b) I (We) have reviewed the Application Affidavit and declare that the following changes have occurred from the statements made in the Application Affidavit.

_____

_____

_____

_____

4. I (We) acknowledge and understand that this Affidavit will be relied upon for purposes of determining my (our) eligibility for an M.C.C.. I (We) acknowledge and understand that a material misstatement negligently made by me (us) on this Affidavit or in any other statement made by me (us) in connection with an application for an M.C.C. will constitute a federal violation punishable by a fine and a material misstatement fraudulently made in this Affidavit or in any other statement made by me (us) in connection with an application for an M.C.C. will constitute a federal violation punishable by a $10,000 fine and revocation of the certificate, which will be in addition to any criminal penalty imposed by law. In addition, any false statement which affects my (our) eligibility under Section 25 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder will result in denial of my (our) application for an M.C.C. or, if an M.C.C. has been issued prior to discovery of the false statement, immediate cancellation of the M.C.C. issued.

5. In addition, I (we) hereby acknowledge and understand that any false pretense, including false statement or representation or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my (our) participation in the program, may be punishable by imprisonment or by a fine.

Dated: _____.

Signature of Applicant(s):

_____

_____

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

_____
Notary Public in and for the

County of _____

State of _____

My commission expires: _____

Note: This form must be completed and signed by the Applicant. All blanks must be completed in order for the form to be valid. The Program Fee must accompany this Closing Affidavit unless the Local Administrator has approved other arrangements. The Program Fee must be in the form of a certified or cashier's check or money order.

Exhibit "E".

Name Of Applicant: _____

Social Security No.: _____

Reference No.: _____

Borrower's Income Tax Return Affidavit

Single-Family Mortgage Credit Certificate Program.

There Are Important Legal Consequences To This Legal Affidavit.

Read It Carefully Before Signing.

1. I (We) the undersigned, being first duly sworn, state the following:

(Complete Paragraph 2 only if you were not required by law to file Federal Income Tax returns for any year during the preceding three years. Disregard if inapplicable.)

2. I (We) hereby certify that I (we) was (were) not required by law to file a Federal Income Tax return for the following year(s) _____ (complete blank with appropriate date(s)). State the reason(s) no tax return was filed below (attach documentation to support reasons):

_____

_____

_____

_____

(Initial Paragraph 3 only if the closing for the financing in connection with which you are seeking a Mortgage Credit Certificate ("M.C.C.") will occur between January 1 and February 15 and you have not filed your

Federal Income Tax return for the immediately preceding year. Disregard if inapplicable.)

3. _____ The closing in connection with which I (we) am (are) seeking an M.C.C. is occurring between January 1 and February 15, and I (we) have not yet filed my (our) Federal Income Tax return for the prior tax year.

4. I (We) hereby certify that I (we) was (were) not entitled to claim deductions on my (our) Federal Income Tax return for taxes or for interest paid with respect to property which was my principal residence during the tax years referred to in Paragraphs 2 and 3 hereof.

5. I (We) acknowledge and understand that this Affidavit will be relied upon for purposes of determining my (our) eligibility for an M.C.C.. I (We) acknowledge that a material misstatement negligently made by me (us) in connection with an application for an M.C.C. will constitute a federal violation punishable by a fine and a material misstatement fraudulently made in this Affidavit or in any other statement made by me (us) in connection with the application for an M.C.C. will constitute a federal violation punishable by up to a $10,000 fine, revocation of the certificate and any other penalty imposed by law. In addition, any material misstatement or false statement which affects my (our) eligibility for an M.C.C. will result in a denial of my (our) application for an M.C.C., or, if an M.C.C. has been issued prior to the discovery of the false statement, immediate cancellation of the M.C.C. issued.

6. I (We) further acknowledge that if any information or certification I (we) provide contains a material misstatement which is due to fraud, then any M.C.C. issued will automatically become null and void without any need for further action on the part of the Sponsor.

7. In addition, I (we) hereby acknowledge and understand that any false pretense, including any false statement or representation; or the fraudulent use of any instrument, facility, article, or other valuable thing or service pursuant to my (our) participation in the program may be punishable by imprisonment or by a fine.

Dated: _____

Signature of Applicant(s):

_____

_____

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

_____
Notary Public

My commission expires: _____

Note: This Affidavit must be accompanied with documented proof that the person was a renter or otherwise did not own a principal residence during that period, e.g. notarized letter from the landlord or manager, rent receipts.

Exhibit "F".

Name Of Applicant: _____

Social Security No.: _____

Reference No.: _____

Certificate Of Lender

Single-Family Mortgage Credit Certificate Program.

I, the undersigned, an authorized officer _____ _____{Name of Lender} located at _____, _____, {Address} (the "Lender"), hereby certify, represent and warrant to the City of Chicago, Illinois, (the "Issuer") and to the Local Administrator for the Issuer (the "Local Administrator") that:

1. An authorized representative of the Lender has read the Affidavit of Borrower and the Affidavit of Seller (except for a home improvement loan) executed in connection with participation in the Issuer's Mortgage Credit Certificate Program, Series 1992 by:

_____

{Borrower Name(s)}

_____

(hereafter the "Borrower").

2. The Lender has agreed to originate a mortgage loan to the Borrower in the amount of $_____ (the "Mortgage Loan") with respect to a residence located at:

_____ (Street Address)

_____ (City, County, State, Zip Code)

3. No facts have come to my attention which would cause me to disbelieve or doubt the trustworthiness of the affidavit(s) or any portion thereof.

4. Except for the Program Fee, the points, origination fees, servicing fees, application fees, survey fees, credit report fees, insurance fees or similar financing costs charged by or on behalf of the Lender in connection with the Borrower's indebtedness are reasonable and do not exceed the amounts customarily charged by the Lender with respect to loans not provided in connection with a Mortgage Credit Certificate Program.

5. The funds loaned to the Borrower are not, directly or indirectly, the proceeds of a tax-exempt bond issue.

6. Neither I nor the Lender, if it is not an individual, nor any other person expected to receive interest on the Borrower's loan, is a related person to the Borrower.

7. The Borrower was qualified for the Mortgage Loan on the basis of monthly income of $_____, which (together with $_____ of monthly income not used to qualify the Borrower), to the best of my knowledge, reflects the total gross monthly income of the Borrower.

8. The Mortgage Loan was closed, or is expected to close, on _____ ____, 19__.

9. This Section 9 applies only in the case of a Mortgage Loan for home improvements. I hereby certify that the loan amount will not exceed the lesser of $15,000 or the cost of the improvements. I have reviewed the plans for home improvements. The description of the home improvements contained in the Borrower's Application Affidavit is consistent with the plans. To the best of my knowledge, the improvements made or contemplated are qualified home improvements. For this purpose "qualified home improvements" means improvements to or alterations or repairs of, the Residence, but only to the extent the improvements, alterations and repairs substantially protect or improve the basic livability or energy efficiency of the Residence. For this purpose renovation of plumbing or electrical facilities, installation of a new furnace or air conditioner, the addition of living space, renovation of a kitchen area, or similar improvements "substantially protect or improve the basic livability or energy efficiency" of the Residence. Installation of a swimming pool, tennis courts, a decorative fountain, saunas, hot tubs or other recreational or entertainment facilities do Not "substantially protect or improve the basic livability or energy efficiency" of the Residence.

10. An authorized representative of the Lender has read the Lender Guidelines provided in connection with the Issuer's Mortgage Credit Certificate Program, Series 1992.

11. The Lender is aware of the requirement imposed by Section 1.25-8T(a) of the Income Tax Regulations with respect to annual reports by the Lender on Form 8329 due to be filed with the Internal Revenue Service by January 31 of years following those in which the Lender finances indicate indebtedness in connection with the Issuer's Single-Family Mortgage Credit Certificate Program, Series 1988. The Lender is also aware that there are penalties imposed by the Internal Revenue Service for non-compliance with the reporting requirement.

12. The Lender is aware of the recordkeeping requirement imposed by Section 1.25-8T(a) of the Income Tax Regulations.

In Witness Whereof, I have hereunto set my hand this ____ day of _____, 19__.

_____
Name of Lender

By: _____

Name: _____

Title: _____

Exhibit "G".

Name Of Applicant: _____

Social Security No.: _____

Reference No.: _____

Seller Affidavit

Single-Family Mortgage Credit Certificate Program.

There Are Important Legal Consequences To This Legal Affidavit.

Read It Carefully Before Signing.

1. I (We), the undersigned, an essential participant in the application for a Mortgage Credit Certificate ("M.C.C.") to be issued by the City of Chicago, Illinois ("Sponsor") pursuant to its Single-Family Mortgage Credit Certificate Program, Series 1992 (the "Program"), being submitted by _____ (the "Buyer"), in connection with the Buyer's purchase from the undersigned of a single-family home (the "Residence"), being first duly sworn, hereby state the following:

2. I (We) am (are) the Seller of the Residence located in the City of _____, _____ County, at the following address: _____.

3. The Residence is a one- to four-family residence.

4. The total purchase price for the Residence and the land appurtenant thereto will be $ _____. For this purpose "total purchase price"

includes the cost of acquiring the Residence as a complete unit from me (us). "Total purchase price" includes amounts paid by or on behalf of the Buyer for (i) the Residence, (ii) items attached to the Residence (such as carpeting, curtain rods and light fixtures), (iii) commissions and builder's or architect's fees, (iv) site improvements, (v) fees for permits (including hook-up and tap-in fees), (vi) the capitalized value of ground rent, (vii) subcontracted items, (viii) construction loan interest, and (ix) points if the points are paid by the Seller. "Total purchase price" also includes, if the Residence is incomplete, the reasonable cost of completing it. "Total purchase price" does not include (i) title and transfer costs, survey fees, title insurance, appraisal fees, legal fees, credit reference fees, points if paid by the Buyer, but only to the extent that such costs do not exceed the usual and reasonable costs that would be paid in this area for a mortgage loan not covered by an M.C.C., (ii) the uncharged value of work performed by the Buyer or the Buyer's immediate family (parents, grandparents, spouse, siblings or children or grandchildren), or (iii) the cost of land owned by the borrower for at least two years before commencement of construction of the Residence.

The Residence is either (initial appropriate blanks)

_____a. not subject to a ground rent (rent paid for land the Residence is on).

_____b. subject to a ground rent and the capitalized value of the ground rent (using a discount rate equal to the interest rate on the mortgage loan being used to finance the purchase of the Residence) has been included in the above purchase price.

Apart from any customary real estate agents' commissions, no money is being paid, no promissory note is being delivered, nor is anything else of value (including, without limitation, personal property) being exchanged for or transferred to me (us) or any other persons by the Buyer, or, to my knowledge, by any other person in connection with the purchase of the property, except as indicated in the escrow and settlement documents.

I (We) have not entered into any agreement with the Buyer, the developer, the contractor, or any other person pursuant to which any portion of the Residence has been left unfinished or any fixtures or other necessary architectural appointments have been omitted or removed from the Residence in order to reduce the purchase price of the Residence.

5. No side deal or agreement, either verbal or written, is in place or contemplated for the completion of or the addition to the Residence unless the actual, reasonable estimated cost of the completion or addition is included in the purchase price stated above.

6. The Buyer is not purchasing any unattached items from me (us) in connection with the purchase of the Residence at a price in excess of the fair market value of the item. The list below is a full and complete list of unattached items purchased by the Buyer and the price paid for the items:

Unattached Item Price

_____

_____

_____

(If none, indicate none)

The purchase price for such unattached personal property listed above does not exceed the fair market value of such property.

7. The land sold to the Buyer along with the Residence only maintains the basic livability of the Residence and does not provide, other than incidentally, a source of income to me (us).

8. If the Residence was occupied by the Buyer prior to closing of the Mortgage Loan, the rent charged the Buyer did not exceed a fair market rent.

9. I (We) certify that either (initial appropriate blank) (i) _____ the Residence is not a mobile home or similar factory made housing or (ii) _____ the Residence is a mobile home or similar factory made housing with at least 400 square feet of living space, a minimum width of 102 inches and is permanently affixed to real property.

10. At no time prior to the date hereof has there been a mortgage on the Residence (whether in the form of a deed of trust, conditional sales contract, pledge, agreement to hold title in escrow or other form of owner financing) securing a loan to the Buyer, other than a construction loan, construction bridge loan or other temporary initial construction financing initially incurred for the sole purpose of acquiring the Residence and initially incurred within twenty-four months from the date of execution of the Buyer's permanent mortgage and having an original term not exceeding twenty-four months.

11. If the Residence is a two- to four-family Residence, it was first occupied for residential purposes at least five years prior to the execution of the Mortgage Loan being used for the purchase of the Residence.

12. I (We) acknowledge and understand that this Affidavit will be relied upon for purposes of determining the Buyer's eligibility for an M.C.C.. I (We) acknowledge that a material misstatement negligently made in this affidavit or in any other statement made by me (us) in connection with the Buyer's M.C.C. will constitute a federal violation punishable by a fine; and a material misstatement fraudulently made in this affidavit or in any other statement made by me (us) in connection with the Buyer's application for an M.C.C. will constitute a federal violation punishable by up to a $10,000 fine and revocation of the certificate, which will be in addition to any criminal penalty imposed by law.

13. In addition, I (we) hereby acknowledge and understand that any false pretense, including false statement or representation; or the fraudulent use of any instrument, facility, article or other valuable thing or service pursuant to participation in the program, may be punishable by imprisonment or by a fine.

Signature of Seller(s):_____

_____

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

_____
Notary Public

My commission expires: _____

Exhibit "H".

Reference No.: _____

Approval Letter.

Single-Family Mortgage Credit Certificate Program.

_____
(Local Administrator Name)

_____
(Local Administrator Address)

_____

_____

Upon completion of the review of the application for a Mortgage Credit Certificate ("M.C.C."), I hereby state, subject to the "Terms and Conditions" listed below, an M.C.C. will be issued to:

_____ (Names)

_____

_____ (Address)

_____ (Social Security Number)

who shall be known as "Applicant".

Terms And Conditions.

1. An M.C.C. will be issued to the Applicant, entitling the Applicant to a Federal Income Tax credit of ____% of the interest paid on a mortgage loan, in the amount of $_____ (mortgage amount).

2. The mortgage loan will be financed by the following lender:

_____
(Lender Name)

_____
(Lender Address)

_____
(City, State and Zip Code)

3. The M.C.C. is to be used in connection with the acquisition, _____ improvement and repair (check appropriate response) of a _____ new, _____ previously occupied (check appropriate response) single-family home located in:

_____
(Street Address of Residence to be Purchased)

_____
(City, County, State, Zip Code)

The purchase price (not applicable for home improvement loans) of which is $_____.

4. This Commitment will expire on _____, _____ (Expiration Date). A thirty (30) day extension of this commitment may be obtained by payment of $10.00 to the Local Administrator.

5. The home _____ is _____ is not (check appropriate response) located in Targeted Area.

6. The Items Indicated Below Must Be Provided To The Local Administrator Before An M.C.C. Will Be Issued:

A. _____ Federal Income Tax Returns for the most recent three years;

B. _____ A copy of the loan application;

C. _____ The Borrower Closing Affidavit;

D. _____ Affidavit of Cosignor/Guarantor, if any;

E. _____ The Seller Affidavit (except for home improvement loans);

F. _____ The Certificate of Lender;

G. _____ The Income Tax Return Affidavit;

H. _____ The Program Fee; and

I. _____ Other (explain) _____

_____

_____

7. This Approval Letter has been issued in reliance upon the Application Affidavit of the Applicant that the requirements necessary for issuance of a qualified Mortgage Credit Certificate have been met. If the Local Administrator becomes aware of any change in the circumstances under which this Approval Letter was issued, or any material misstatement made in the Application Affidavit for an M.C.C., this Approval Letter shall be revoked. Further, if any such material misstatement shall be due to fraud, this Approval Letter or any M.C.C. issued shall be automatically null and void without any need for further action on the part of the Local Administrator.

8. This Approval Letter will remain valid if the Applicant obtained financing for the home from another lender provided that the Applicant must provide the Local Administrator with a copy of the loan application of such lender.

9. An M.C.C. will be issued to the Applicant upon the Local Administor's verification of the closing of the aforesaid financing and receipt of the material's listed above. No M.C.C. will be issued in connection with any financing which closes before _____, ____, _____, or after December 31, 1994.

10. You may contact _____ at (____) _____ if you have any questions regrading this Approval Letter or the Program.

_____
Local Administrator

By: _____

Title: _____

Exhibit "I".

Notice Of Potential Recapture Tax On Sale Of Home.

If you receive a Mortgage Credit Certificate with your mortgage loan, you will receive the benefit of a credit against your federal income taxes. If you sell or otherwise dispose of your home during the next nine years, this benefit may be "recaptured". The recapture is accomplished by an increase in your federal income tax for the year in which you sell your home. The recapture applies, however, only if you sell your home at a gain and if your income increases above specified levels.

You may wish to consult a tax advisor or the local office of the Internal Revenue Service at the time you sell your home to determine the amount, if any, of the recapture tax. [Within the next 90 days, you will be given] [along with this notice, you are being given] [**] additional information that will be needed to calculate the recapture tax.

[** Local Administrator: The actual notice to the mortgagor should contain one of the two bracketed phrases, depending on whether the notice in Exhibit J of this Agreement is also provided at closing of the loan.]

Exhibit "J".

Notice To Mortgagor Of Maximum Recapture Tax And

Of Method To Compute Recapture

Tax On Sale Of Home.

A. Introduction.

1. General. When you sell your home you may have to pay a recapture tax as calculated below. The recapture tax may also apply if you dispose of your home in some other way. Any references in this notice to the "sale" of your home also includes other ways of disposing of your home. For instance, you may owe the recapture tax if you give your home to a relative.

2. Exceptions. In the following situations, no recapture tax is due and you do not need to do the calculations:

a. You dispose of your home later than nine years after you close your mortgage loan;

b. Your home is disposed of as a result of your death;

c. You transfer your home either to your spouse or to your former spouse or to your former spouse incident to divorce and you have no gain or loss included in your income under Section 1041 of the Internal Revenue Code; or

d. You dispose of you home at a loss.

B. Maximum Recapture Tax.

The maximum recapture tax that you may be required to pay as an addition to your Federal Income Tax $_____ [Local Administrator: Insert The Actual Dollar Amount Resulting From The Product Of 6.25% Multiplied By The Highest Principal Amount Of The Mortgage Loan]. This amount is 6.25% of the highest principal amount of your mortgage loan and is your federally subsidized amount with respect to the loan.

C. Actual Recapture Tax.

The actual recapture tax, if any, can only be determined when you sell your home, and is the lesser of (1) 50% of your gain on the sale of your home, regardless of whether you have to include that gain in your income for Federal Income Tax purposes, or (2) your Recapture Amount determined by multiplying the following three numbers:

(i) $_____ [Participant: Insert The Actual Dollar Amount Resulting From The Product Of 6.25% Multiplied By The Highest Principal Amount Of The Mortgage Loan]. (The Maximum Recapture Tax, as described in Paragraph B above),

(ii) The Holding Period Percentage, as listed in Column 1 in the Table, and

(iii) The Income Percentage, as described in Paragraph D below.

D. Income Percentage.

You calculate the income percentage as follows:

(i) Subtract the applicable Adjusted Qualifying Income in the taxable year in which you sell your home, as listed in Column 2 in the Table, from your Modified Adjusted Gross Income in the taxable year in which you sell your home.

Your modified adjusted gross income means your adjusted gross income shown on your Federal Income Tax return for the taxable year in which you sell your home, with the following two adjustments: (a) your adjusted gross income must be Increased by the amount of any interest that you receive or accrue in the taxable year from tax-exempt bonds that are excludable from your gross income (under Section 103 of the Internal Revenue Code); and (b) your adjusted gross income must be Decreased by the amount of any gain included in your gross income by reason of the sale of your home.

(ii) If the amount calculated in (i) above is zero or less, you owe no recapture tax and do not need to make any more calculations. If it is $5,000 or more, your income percentage is 100%. If it is greater than zero but less than $5,000, it must be divided by $5,000. This fraction, expressed as a percentage, represents your income percentage. For example, if the fraction is $1,000/$5,000, your income percentage is 20%.

E. Limitations And Special Rules On Recapture Tax.

1. If you give away your home (other than to your spouse or ex-spouse incident to divorce), you must determine your actual recapture tax as if you had sold your home for its fair market value.

2. If your home is destroyed by fire, storm, flood, or other casualty, there generally is no recapture tax if, within two years, you purchase additional property for use as your principal residence on the site of the home financed with your original subsidized mortgage loan.

3. In general, except as provided in future regulations, if two or more persons own a home and are jointly liable for the subsidized mortgage loan, the actual recapture tax is determined separately for them based on their interests in the home.

4. If you repay your loan in full during the nine-year recapture period and you sell your home during this period, your holding period percentage may be reduced under the special rule in Section 143(m)(4)(C)(ii) of the Internal Revenue Code.

5. Other special rules may apply in particular circumstances. You may wish to consult with a tax advisor or the local office of the

Internal Revenue Service when you sell or otherwise dispose of your home to determine the amount, if any, of your actual recapture tax. See Section 143(m) of the Internal Revenue Code generally.

Table.

Date That You Sell Your Home	(Column 1) Holding Period Percentage	(Column 2) Adjusted Qualifying Income Number Of Family Members Living In Your Home At The Time Of Sale	
		2 or Less	3 or More
Before the first anniversary of closing (See note below)	20%	$_____ [*]	$_____ [*]

[* Local Administrator: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low-income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the Mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(5) of the Code. The entries in each subsequent row equal to the entries in the immediately preceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.]

Date That You Sell Your Home	(Column 1) Holding Period Percentage	(Column 2) Adjusted Qualifying Income Number Of Family Members Living In Your Home At The Time Of Sale	
		2 or Less	3 or More
On or after the first anniversary of closing, but before the second anniversary of closing	40%	$_____ [*]	$_____ [*]
On or after the second anniversary of closing, but before the third anniversary of closing	60%	$_____ [*]	$_____ [*]

[* Local Administrator: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low-income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the Mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(5) of the Code. The entries in each subsequent row equal to the entries in the immediately preceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.]

Date That You Sell Your Home	(Column 1) Holding Period Percentage	(Column 2) Adjusted Qualifying Income Number Of Family Members Living In Your Home At The Time Of Sale	
		2 or Less	3 or More
On or after the third anniversary of closing, but before the fourth anniversary of closing	80%	$_____ [*]	$_____ [*]
On or after the fourth anniversary of closing, but before the fifth anniversary of closing	100%	$_____ [*]	$_____ [*]

[* Local Administrator: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low-income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the Mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(5) of the Code. The entries in each subsequent row equal to the entries in the immediatelypreceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.]

Date That You Sell Your Home	(Column 1) Holding Period Percentage	(Column 2) Adjusted Qualifying Income Number Of Family Members Living In Your Home At The Time Of Sale	
		2 or Less	3 or More
On or after the fifth anniversary of closing, but before the sixth anniversary of closing	80%	$_____ [*]	$_____ [*]
On or after the sixth anniversary of closing, but before the seventh anniversary of closing	60%	$_____ [*]	$_____ [*]

[* Local Administrator: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low-income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the Mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(5) of the Code. The entries in each subsequent row equal to the entries in the immediately preceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.]

Date That You Sell Your Home	(Column 1) Holding Period Percentage	(Column 2) Adjusted Qualifying Income Number Of Family Members Living In Your Home At The Time Of Sale	
		2 or Less	3 or More
On or after the seventh anniversary of closing, but before the eighth anniversary of closing	40%	$_____ [*]	$_____ [*]
On or after the eighth anniversary of closing, but before the ninth anniversary of closing	20%	$_____ [*]	$_____ [*]

Note: Closing means the closing date for your loan.

[* Local Administrator: The actual notice to the mortgagor must provide the actual dollar figures for adjusted qualifying incomes for each of the years covered by the table. The entries in the first row are the highest qualifying incomes which, as of the date of the loan closing, would have met the low-income requirement of Section 143(f) of the Code, taking into account whether the home financed with the subsidized mortgage loan is located in a targeted area as described in Section 143(j) of the Code (but determined without regard to whether the Mortgage Loan may be made without regard to the Mortgagor's family income), or, if applicable, in a high housing cost area as described in Section 143(f)(5) of the Code. The entries in each subsequent row equal to the entries in the immediately preceding row, times 1.05. The formula for determining these numbers is set forth in Section 143(m)(5) of the Code.]

Exhibit "K".

Anti-Apartheid Affidavit.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SPECIFIED SETTLEMENT AGREEMENTS.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three (3) proposed orders authorizing the Corporation Counsel to enter into and execute settlement orders in the following cases:

a) *Moses/Willis v. City of Chicago,* 87 L 2027 consolidated with 87 L 5054 in the amount of $3,650,000.00;

b) *Meyer Nemzin v. City of Chicago, et al.,* 88 L 22581 in the amount of $150,000.00;

c) *Raymond Nichols, et al. v. City of Chicago,* 89 C 3526 in the amount of $1,325,006.44,

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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

Moses/Willis 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: *Moses/Willis v. City of Chicago,* 87 L 2027 consolidated with 87 L 5054 in the amount of $3,650,000.00.

Meyer Nemzin v. City Of Chicago, Et Al.

Ordered, That the Corporation Counsel is hereby authorized and directed

to enter into and execute a settlement agreement in the following matter: *Meyer Nemzin v. City of Chicago, et al.*, 88 L 22581 in the amount of $150,000.00.

Raymond Nichols, Et Al. 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: *Raymond Nichols, et al. v. City of Chicago*, 89 C 3526 in the amount of $1,325,006.44.

EXECUTION OF BANK PARTICIPATION LOAN WITH LYON AND HEALY HARPS, INC. FOR REHABILITATION AND CONSOLIDATION COSTS AT 168 NORTH OGDEN AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a bank participation loan to Lyon and Healy Harps, Inc., located at North Odgen Avenue, for the amount of $500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 Planning and Development ("D.P.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.P.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, Lyon & Healy Harps, Inc., an Illinois corporation ("Borrower"), has requested that D.P.D. approve the purchase of a participation interest in an amount up to $500,000 of a $1,000,000 loan from the Northern Trust Company ("Bank") for the rehabilitation of the Borrower's existing facility at 168 North Ogden Avenue, Chicago, Illinois, the purchase of inventory and equipment and certain costs incurred in consolidating the Swiss harp operations of Borrower's parent company in Chicago, which will result in the creation of an estimated 35 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.P.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 an amount up to $500,000 with respect to the Bank loan.

SECTION 3. The Commissioner of D.P.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.

APPROVAL OF PROPERTY SALE AT 2032 AND 2041 WEST DIVISION STREET TO PLAZA INTERNACIONAL JOINT VENTURE FOR CONSTRUCTION OF COMMERCIAL/OFFICE COMPLEX.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the City to enter into a redevelopment agreement with and to convey property located at 2032 and 2041 West Division Street to Plaza Internacional Joint Venture, for the amount of $46,100.00, 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 ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City owns in fee simple those two (2) parcels commonly referred to as 2032 and 2041 West Division Street and legally described on Exhibit A attached hereto (collectively, the "Property"); and

WHEREAS, Plaza Internacional Joint Venture, an Illinois joint venture ("Developer"), comprised of Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, and the Division Street Business Development Association, an Illinois not-for-profit corporation, has proposed to purchase the Property from the City for the sales price of Forty-six Thousand One Hundred and no/100 Dollars ($46,100.00); and

WHEREAS, Developer proposes to construct on the Property a two-story, commercial/office complex ("Building") with a two-story "mercado" to be utilized by merchants and food vendors and for the presentation of various cultural and community activities; and

WHEREAS, The design and landscaping of the building shall enhance and complement the development of West Division Street; and

WHEREAS, The Department of Planning and Development recommends to the City Council that it approve the sale of the Property to the Developer; 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 Plaza Internacional Joint Venture, an Illinois joint venture, for the sale price of Forty-six Thousand One Hundred and no/100 Dollars ($46,100.00).

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the property from the City to Plaza Internacional Joint Venture.

SECTION 3. The Commissioner of Planning and Development, on behalf of the City, is authorized to enter into a redevelopment agreement with Developer and to execute such other documents as may be necessary to provide for the construction of the commercial/office complex on the Property by Developer.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Lots 16, 17, 18, 19, 20 and 21 in Block 3 in Adam Och's Addition to Chicago being a subdivision of that part of Lot 13 in Assessor's Division of unsubdivided lands in the northeast quarter and the east half of the northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 2032 West Division Street.

Permanent Index Number: 17-06-129-027-0000.

And

Lots 18, 19, and 20 in the subdivision of the north part of Block 1 in Suffern's Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address: 2041 West Division Street.

Permanent Index Number: 17-06-303-026-0000.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED AGREEMENT WITH CHICAGO TRANSIT AUTHORITY FOR OPERATION OF BUS ROUTE NUMBER 154 (WRIGLEY FIELD EXPRESS).

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending an ordinance which authorized an agreement with the Chicago Transit Authority for shuttle bus service to Wrigley Field, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On April 6, 1990, the City Council approved an ordinance ("Ordinance") authorizing the Commissioner of Public Works to execute a series of five one-year extensions to an agreement with the Chicago Transit Authority ("C.T.A.") pursuant to which the City would pay a subsidy to the C.T.A. for expenses incurred in the operation of bus route Number 154, the Wrigley Field Express (Council Journal of Proceeding, pages 13722 -- 13741); and

WHEREAS, The City and the C.T.A. desire to amend the Ordinance to reflect increased operating expenses; now, therefore,

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

SECTION 1. Section 2 of the Ordinance is hereby amended by striking the words "Public Works" and inserting the word "Transportation" in the same place.

SECTION 2. Section 2 of Exhibit 1 of the Ordinance is hereby amended as follows:

(a) by striking the number "28.93" and inserting the number "31.97" in the same place; and

(b) by striking the number "1.58" and inserting the number "1.74" in the same place.

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

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE EXEMPTIONS, REFUND OF FEE AND WAIVER OF FEES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (March 25, May 20, June 17 and July 7, 1992) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refund of fee and waiver 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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.

Apostolic Assembly Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, and provide all necessary labor and materials and waive any and all fees to Apostolic Assembly Church for alterations to the existing structure on the premises known as 10708 -- 10722 South Vincennes Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Chinatown Parking Corporation.

Ordered, That the Director of the City Department of Revenue issue a permit for the operation of a parking garage, free of charge, for the year 1992, to the Chinatown Parking Corporation, 2510 South Wentworth Avenue.

Franciscan Outreach Association.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Franciscan Outreach Association, 1645 West LeMoyne Street for renovating the existing structure (House of Mary and Joseph) on the premises known as 2715 West Harrison Street.

Said building shall be used exclusively for humane services and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Resurrection Medical Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Resurrection Medical Center for additional construction to existing Surgical Intensive Care Unit on the premises known as 7435 West Talcott Avenue.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

Southeast Asia Day Care Center.
(Class I)

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 inspection 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, 1993:

Southeast Asia Day Care Center -- Class I
1124 West Ainslie Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Stateway Gardens.

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, 1993:

Stateway Gardens
3500 South State Street.

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

Winthrop Day Care.

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, 1993:

Winthrop Day Care
4848 North Winthrop Avenue.

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

Homes.

Covenant Home Of Chicago.

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

SECTION 1. Pursuant to Section 4-220-070 of the Municipal Code of Chicago and in accordance with favorable inspection by the Department of Health, the following charitable institution is hereby exempted from payment of the annual license fee provided therefor in Section 4-220-060 for the year 1992:

Covenant Home of Chicago
2725 West Foster Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Norwood Park 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 Chicago and in accordance with favorable inspection by the Department of Health, the following charitable institution is hereby exempted from

payment of the annual license fee provided therefor in Section 4-220-060 for the year 1992:

Norwood Park Home
6016 North Nina Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Hospital.

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 1992:

Illinois Masonic Medical Center
836 West Wellington Avenue.

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

Mount Sinai Hospital 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 1992:

Mount Sinai Hospital Medical Center
South California Avenue at West 15th Street.

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

REFUND OF FEE.

Steppenwolf Theatre Company.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $929.12 to the Steppenwolf Theatre Company, for water assessments for their premises at 1650 North Halsted Street and 2851 North Halsted Street, as follows:

$522.91 for the period of January 15, 1991 to August 14, 1991;

$179.13 for the period of August 14, 1991 to October 11, 1991; and

$227.08 for the period of October, 1991 to December, 1991.

WAIVER OF FEES.

1992 Argyle Fest.

Ordered, That the Director of the City Department of Revenue waive vendor fees for the participants participating in the 1992 Argyle Fest to be held in the 1000 to 1200 blocks of West Argyle Street on August 30, 1992.

Gallery 37.

Ordered, That the Director of the City Department of Revenue waive the

Merchants' License fees for participants in the Gallery 37 sponsored by the Department of Cultural Affairs on the premises bounded by State Street, Randolph Street, Dearborn Street and Washington Street, for the period of July 6 through August 14, 1992.

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 Ameritel Unico Club of Chicago, 218 North Jefferson Street, to be held at Arvey Field in Grant Park on August 14, 15 and 16, 1992.

Lake View East Festival.
(June, 1992)

Ordered, That the Director of the City Department of Revenue waive the Food Vendor's License fee for the local businesses participating in the Lake View East Festival, a city sponsored event, held on North Broadway (both sides) between 2800 and 3500; and on West Diversey Parkway between 400 and 800, for the period of June 26 through June 28, 1992, during the hours of 10:00 A.M. and 8:00 P.M. each day.

Lake View East Festival.
(July, 1992)

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to waive the Outdoor Food Vendor's License fee for the local businesses participating in the Lake View East Festival, a city sponsored event, to be held on North Broadway (both sides) between West Diversey Parkway and West Cornelia Avenue; and West Diversey Parkway (both sides) between North Sheridan Road and North Halsted Street, for the period of July 11 and 12, 1992, during the hours of 10:00 A.M. and 8:00 P.M. each day.

New Home Methodist Baptist Church Gospel Fest.

Ordered, That the Director of the City Department of Revenue waive the Food Vendor License fee for the participants in the Gospel Fest, on August 15, 1992, sponsored by the New Home Methodist Baptist Church, 349 South Cicero Avenue.

Pan American Festival.

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 Young Mens Christian Association, 3600 West Fullerton Avenue, to be held at Arvey Field in Grant Park, on August 8 and 9, 1992.

Ravenswood Hospital Medical Center Annual Auxiliary Art Show and Craft Fair.

Ordered, That the Director of the City Department of Revenue waive the Food Vendor License fee for the participants in Ravenswood Hospital Medical Center Annual Auxiliary Art Show and Craft Fair to be held on the hospital property at 2330 West Irving Park Road, on August 9, 1992, during the hours of 10:00 A.M. and 4:00 P.M..

Saint Francis De Sales Church Festival.

Ordered, That the Director of the City Department of Revenue waive the Outdoor Food Vendor License fee for the participants in the festival sponsored by Saint Francis De Sales Church, 10201 South Ewing Avenue, for the period of July 7 through July 12, 1992.

Taste Of Polonia.

Ordered, That the City Comptroller is hereby authorized and directed to waive all departmental fees for the "Taste of Polonia" sponsored by the Copernicus Foundation, 5216 West Lawrence Avenue, for the period of September 3 through September 7, 1992.

United German American Societies Of Greater Chicago Germanfest.

Ordered, That the Director of the Department of Revenue of the City of Chicago, waive the food vendors free permits that will be participating in the United German American Societies of Greater Chicago Germanfest sponsored by the United German American Societies of Greater Chicago Chamber of Commerce, to be held at 4701 North Western Avenue and 4664 North Lincoln Avenue, Friday, September 25th, 1992, during the hours of 7:00 P.M. to 12:00 Midnight; Saturday, September 26th, 1992, during the hours of 12:00 Noon to 12:00 Midnight; Sunday, September 27th, 1992, during the hours of 12:00 Noon to 12:00 Midnight; and Monday, September 28th, 1992, during the hours of 12:00 Noon to Midnight.

Uptown Chamber Of Commerce Sidewalk Sale.

Ordered, That the Director of the City Department of Revenue waive the Food Vendor License fee for the participants in the Uptown Chamber of Commerce sidewalk sale held on North Broadway (both sides) between 4500 and 4800, for the period of July 16 through July 19, 1992, during the hours of 10:00 A.M. and 6:00 P.M..

Viva Mexico Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the Viva Mexico Festival sponsored by the Logan Square Young Men's Christian Association, 3600

West Fullerton Avenue, to be held at Arvey Field in Grant Park on August 29 and 30, 1992.

World Music Festival.

Ordered, That the City Comptroller is hereby authorized and directed to waive all department fees and sureties for the World Music Festival sponsored by the Forum for the Evolution of Progressive Artists, 7759 South Wabash Avenue, to be held at Arvey Field in Grant Park on August 21, 22 and 23, 1992.

Wrightwood Improvement Association Summerfest.

Ordered, That the Director of the Department of Revenue waive the vendor fees for the participants in the Wrightwood Improvement Association Summerfest, to be held in Hayes Park, 2936 West 85th Street, August 13, 14, 15 and 16, 1992, during the hours of 11:00 A.M. to 10:00 P.M. each day.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL, AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
The Center for the Rehabilitation and Training of Persons with Disabilities 2058 North Clybourn Avenue	B1-203672 (Bldg.)	$ 47.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Copernicus Cultural and Civic Center 5216 West Lawrence Avenue	A1-202642 (Elev.)	$41.00
Copernicus Foundation 5218 West Lawrence Avenue	P1-202340 (Fuel Burn. Equip.)	58.00
Gordon Technical High School 3601 North California Avenue	C2-201554 (Refrig.)	888.00
Grant Hospital of Chicago 550 West Webster Avenue	P1-202421 (Fuel Burn. Equip.)	3,499.00
Lincoln West Medical Center 2544 West Montrose Avenue	P1-202426 (Fuel Burn. Equip.)	117.00
Louis Weiss Memorial Hospital (various locations)	F5-200541 (Conduits)	410.00
Lutheran School of Theology at Chicago (various locations)	B1-208309 (Bldg.)	63.00
	B1-208310 (Bldg.)	47.00
Norwood Park Home 6016 North Nina Avenue	D1-205753 (Sign)	38.00
Rehabilitation Institute of Chicago 345 East Superior Street	B3-201770 (Pub. Place of Assemb.)	46.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Resurrection Family Medical Center 3204 North Oak Park Avenue	D1-202644 (Sign)	$ 38.00
	D1-202645 (Sign)	38.00
	D1-202646 (Sign)	22.00
	D1-202647 (Sign)	22.00
Resurrection Immediate Care Center 3960 North Harlem Avenue	D1-205675 (Sign)	38.00
Resurrection Medical Center (various locations)	B1-206630 (Bldg.)	95.00
	B1-206631 (Bldg.)	95.00
	B1-206632 (Bldg.)	79.00
	D1-205995 (Sign)	22.00
	D1-206042 (Sign)	44.00
	D1-206043 (Sign)	44.00
Saint Mary of Nazareth Hospital Center 2233 West Division Street	P1-202733 (Fuel Burn. Equip.)	1,437.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Washington and Jane Smith Home 2340 West 113th Place	P1-202725 (Fuel Burn. Equip.)	$39.00
	P1-202799 (Fuel Burn. Equip.)	39.00
Westtown Training Center (Chicago Association for Retarded Citizens) 1801 North Spaulding Avenue	F4-206895 (Mech. Vent.)	26.00
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	B1-209771 (Bldg.)	207.00

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 29, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 44.

Nays -- None.

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

Alderman Natarus was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending 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 19676 through 19683 of this Journal.]

(Continued on page 19684)

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/29/92

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AGUINAGA	JOHN P	POLICE OFFICER	FOURTH DISTRICT	4/27/92	3520.55
AGUINAGA	JOSEPH	POLICE OFFICER	TWELFTH DISTRICT	8/14/91	2342.00
ALLEN-THOMPSON	GLORIA	POLICE OFFICER	TWELFTH DISTRICT	9/29/91	45.00
ALMAGUER	XAVIER	POLICE OFFICER	TENTH DISTRICT	12/16/90	112.00
ANDRADE	JAMES	POLICE OFFICER	FIFTH DISTRICT	4/09/92	147.00
ARCHULITA	RALPH	POLICE OFFICER	OHARE LAW ENFORCEMENT	1/25/92	982.00
AYERS	THOMAS F	POLICE OFFICER	EIGHTEENTH DISTRICT	4/16/92	226.00
BALLAUER	SUSAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/19/92	604.00
BARTIK	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/22/92	347.25
BAUER	JAMES F	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/02/92	409.00
BECKOM	JESSE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/08/91	22.19
BENNETT	DUNANE A	POLICE OFFICER	RECRUIT TRAINING	4/19/92	453.30
BERGER	WALTER W	POLICE OFFICER	NINETEENTH DISTRICT	1/25/92	6072.70
BEVAN	HERBERT H	POLICE OFFICER	FIRST DISTRICT	3/25/87	693.01
BEZENYEI	STEPHEN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/22/92	532.00
BIEBEL	JAMES W	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	4/08/92	647.31
BLAND	JAMES S	POLICE OFFICER	EIGHTH DISTRICT	4/08/92	150.00
BLOOMSTRAND	JAMES	POLICE OFFICER	FOURTEENTH DISTRICT	4/20/92	335.20
BOND	CHARLES A	POLICE OFFICER	FOURTEENTH DISTRICT	12/09/91	28.00
BORECZKY	JAMES	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/08/92	454.00
BOSKY	MARIE	POLICE OFFICER	FIFTEENTH DISTRICT	4/15/92	1649.50
BOSNYAK	STEPHEN F	POLICE OFFICER	FOURTEENTH DISTRICT	5/24/89	448.00
BOYLE	THOMAS J	POLICE OFFICER	TWENTIETH DISTRICT	8/31/91	27.00
BRESNAHAN	WILLIAM	POLICE OFFICER	SECOND DISTRICT	11/06/91	221.00
BRIDGES	PATRICK	POLICE OFFICER	THIRTEENTH DISTRICT	2/06/92	6183.91
BRINKMAN	JOHN	POLICE OFFICER	ENFORCEMENT SECTION	8/15/88	54.00
BROGI	ROBERT	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/86	120.00
BROWN	NORBERT	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/24/92	229.50
BROWN	ROBERT	POLICE OFFICER	FOURTEENTH DISTRICT	5/07/91	2350.00
BROWN	WAYMAN	POLICE OFFICER	SIXTH DISTRICT	4/30/92	285.20
BROWNE	JAMES D	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	6/04/88	117.00
BRUNDAGE	CATHERINE	POLICE OFFICER	FIFTH DISTRICT	11/02/90	2300.00
BUCKLEY	JOEY	POLICE OFFICER	RECRUIT TRAINING	4/10/92	164.00
BUKOWSKI	JAMES	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/21/92	595.50
BULGAJEWSKI	LESTER J	POLICE OFFICER	NINETEENTH DISTRICT	4/08/92	109.00
BULLOCK	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	6/22/91	70.00
BUNGE	LAWRENCE	POLICE OFFICER	VICE CONTROL SECTION	4/01/92	150.00
BURKART	ROBERT E	POLICE OFFICER	YOUTH DIVISION AREA FIVE	4/30/91	750.50
BURRELL	RONALD A JR	POLICE OFFICER	NINTH DISTRICT	11/10/91	680.00
BURTON	CRAIG E	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/27/91	1124.94
BURTON	PHILLIP	POLICE OFFICER	SEVENTH DISTRICT	5/13/91	54.00
BUSS	JOSEPH	POLICE OFFICER	FIFTH DISTRICT	4/28/92	528.00
CALI	KEITH P	POLICE OFFICER	ELEVENTH DISTRICT	12/26/91	397.00
CALLAGHAN	TERRENCE	POLICE OFFICER	SEVENTEENTH DISTRICT	4/09/92	112.00
CAREY	JOHN D	POLICE OFFICER	TWENTIETH DISTRICT	4/07/92	530.48
CARTER	CORA MARIE	POLICE OFFICER	FIRST DISTRICT	3/21/92	40.00
CASPER	JOHNNY	POLICE OFFICER	FIFTEENTH DISTRICT	4/25/92	1287.00
CASTRO	ROGELIO	POLICE OFFICER	FOURTEENTH DISTRICT	4/11/92	135.00
CAVAZOS	DAVID	POLICE OFFICER	FIFTH DISTRICT	4/27/92	601.25

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/29/92

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CEJA	ANTHONY J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/18/91	5171.00
CERNY	RICHARD	POLICE OFFICER	UNKNOWN	4/21/92	707.00
CHIGAROS	GARY M	POLICE OFFICER	FIFTH DISTRICT	1/29/90	70.00
CIANGI	LEONARD F	POLICE OFFICER	SIXTEENTH DISTRICT	8/30/91	264.00
CISCO JR	ARNOLD	POLICE OFFICER	SEVENTH DISTRICT	5/27/86	1400.00
CONWAY	KAREN D	POLICE OFFICER	ELEVENTH DISTRICT	3/22/92	45.00
CORFIELD	KURT T	POLICE OFFICER	TWELFTH DISTRICT	1/23/92	720.00
COSTELLO	BARRY	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	3/14/92	1559.60
CRANE	ROBERT J	POLICE OFFICER	TENTH DISTRICT	8/11/91	275.00
DAVIS	JOHN T	POLICE OFFICER	THIRD DISTRICT	12/20/91	421.00
DELVALLE	HECTOR	POLICE OFFICER	RECRUIT TRAINING	2/16/92	45.90
DOKES-WILLIAMS	BEVERLY	POLICE OFFICER	SECOND DISTRICT	10/01/90	2961.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/88	23744.54
DORSEY	SYDNEY B	POLICE OFFICER	THIRD DISTRICT	8/29/91	119.00
DOWNS	RICHARD M	POLICE OFFICER	ELEVENTH DISTRICT	11/11/90	4730.10
DOYAL	BYRON	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/25/91	304.00
DRUMMOND	RICHARD	POLICE OFFICER	FIRST DISTRICT	8/06/63	1350.00
DUHIG	LAWRENCE J	POLICE OFFICER	NINETEENTH DISTRICT	9/27/91	84.25
DUNN	ALMEDA E	POLICE OFFICER	EIGHTEENTH DISTRICT	6/18/91	419.00
EIGENBAUER	ROBERT	POLICE OFFICER	FOURTEENTH DISTRICT	3/22/92	50.00
EPHGRAVE	GEORGE	POLICE OFFICER	ELEVENTH DISTRICT	12/29/91	418.50
ESCHBACH	CARL	POLICE OFFICER	FOURTEENTH DISTRICT	3/01/91	810.00
ESPOSITO	FRANK	POLICE OFFICER	ELEVENTH DISTRICT	11/24/91	69.00
FANELLA	PATRICK	POLICE OFFICER	EIGHTEENTH DISTRICT	3/26/92	2785.80
FENNESSEY	JAMES E	POLICE OFFICER	SEVENTH DISTRICT	5/28/91	50.00
FERRO	LAWRENCE A	POLICE OFFICER	TWELFTH DISTRICT	4/19/91	493.96
FILAS	RICHARD	POLICE OFFICER	NINETEENTH DISTRICT	2/04/92	30.00
FINN	ROBERT L	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/30/91	111.25
FLAHERTY	LENORE	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/08/91	650.45
FLOWERS	ANTHONY	POLICE OFFICER	NINTH DISTRICT	1/09/92	1379.25
FOGARTY	MICHAEL	POLICE OFFICER	ELEVENTH DISTRICT	3/19/91	3632.71
FRANCO	LINDEN	POLICE OFFICER	SECOND DISTRICT	1/28/92	88.50
FRANZEN	TERRENCE	POLICE OFFICER	DETECTIVE DIV AREA 2 ADMINISTR	6/01/90	154.00
FRICK	JAMES C	POLICE OFFICER	TWENTIETH DISTRICT	3/14/92	485.00
FUDA	FRANK J	POLICE OFFICER	SEVENTH DISTRICT	10/23/91	7897.71
FURMANEK	JOSEPH A	POLICE OFFICER	EIGHTH DISTRICT	11/20/85	60.00
GAMBOA	JULIAN	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	3/28/92	180.00
GARAY	ROBERTO M	POLICE OFFICER	FOURTH DISTRICT	3/08/92	781.50
GARCIA	ADRIAN R	POLICE OFFICER	FOURTH DISTRICT	9/17/91	45.00
GARCIA	LINDA	POLICE OFFICER	RECRUIT TRAINING	5/11/90	45.00
GARTH	PHYLLIS	POLICE OFFICER	THIRD DISTRICT	7/20/91	329.00
GEORGE	PARRIS	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/92	224.00
GILL	PATRICIA	POLICE OFFICER	FIFTEENTH DISTRICT	4/25/92	3049.50
GLEASON	COLLEEN	POLICE OFFICER	TWENTIETH DISTRICT	2/28/92	1069.00
GOSA	EDGAR	POLICE OFFICER	THIRD DISTRICT	5/31/91	253.00
GUERRERO	FRANK	POLICE OFFICER	FIRST DISTRICT	3/27/92	705.21
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	1542.00
GURGONE	FRANK	POLICE OFFICER	MOUNTED UNIT	3/09/92	45.00
HAMPSTON	THOMAS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/18/91	39.00

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/29/92

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HARRIS	DAVID L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/05/91	54.00
HEALY	JACQUELINE	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/15/92	41594.01
HERNANDEZ	PAUL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/06/91	18.00
HINES	JIMMIE	POLICE OFFICER	FIFTEENTH DISTRICT	12/19/91	70.00
HINKLE	LAWRENCE J	POLICE OFFICER	FOURTH DISTRICT	3/09/92	6086.75
HOWARD	ALAUS	POLICE OFFICER	TWELFTH DISTRICT	3/24/92	195.00
HUGHES	DENNIS	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/18/92	3195.45
HULL	RONALD	POLICE OFFICER	FOURTEENTH DISTRICT	7/25/91	577.00
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	54.00
JACKSON	VENDETTA J	POLICE OFFICER	RECRUIT TRAINING	1/24/86	816.50
JAGLOWSKI	GREGORY	POLICE OFFICER	YOUTH DIVISION AREA FOUR	9/22/88	1000.00
JANULAITIS	KENNETH J	POLICE OFFICER	FIRST DISTRICT	4/05/92	242.00
JOHNSEN	CASPER K	POLICE OFFICER	TWELFTH DISTRICT	1/22/92	845.00
JOHNSON	CAROLYN	POLICE OFFICER	UNKNOWN	5/21/91	3465.00
JOHNSON	JOSEPH D	POLICE OFFICER	EIGHTEENTH DISTRICT	3/31/92	124.50
JOHNSON	RICHARD A	POLICE OFFICER	NINETEENTH DISTRICT	4/18/92	578.00
JOHNSON	ROBERT	POLICE OFFICER	FIFTH DISTRICT	4/26/92	950.00
JOHNSON	SABRINA T	POLICE OFFICER	EIGHTH DISTRICT	10/28/91	55.00
JONES	GLORIA	POLICE OFFICER	SEVENTH DISTRICT	2/27/92	75.50
KACZOR	JAMES P	POLICE OFFICER	FOURTEENTH DISTRICT	10/21/88	123.26
KAVANAGH	STEVEN	POLICE OFFICER	SEVENTEENTH DISTRICT	4/25/92	783.00
KELLY	FRANKLIN R	POLICE OFFICER	FOURTH DISTRICT	2/18/77	1099.00
KENNY	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	4/05/92	518.50
KILROY	JUDY L	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/11/92	1419.19
KING	ALBERT	POLICE OFFICER	ENFORCEMENT SECTION	9/04/91	84.00
KING	FREDERICK	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/25/91	99.00
KING	ROBERT	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/11/92	304.00
KNEFEL	PIERRE K	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/08/91	54.00
KOSKI	PETER	POLICE OFFICER	UNKNOWN	4/20/92	2072.43
KROK	ALAN J	POLICE OFFICER	SEVENTH DISTRICT	1/03/92	9960.03
KUBIK	JOHN L	POLICE OFFICER	SIXTEENTH DISTRICT	9/08/90	1203.55
LAWRENCE	RICHARD	POLICE OFFICER	TWELFTH DISTRICT	4/13/92	270.50
LAWTON	DAVID C	POLICE OFFICER	NINETEENTH DISTRICT	4/04/92	2751.50
LEBAK	ROBERT	POLICE OFFICER	EIGHTH DISTRICT	4/22/91	45.00
LEONARD	DUANE L	POLICE OFFICER	NINETEENTH DISTRICT	4/23/92	276.00
LISKA	DENICE M	POLICE OFFICER	ELEVENTH DISTRICT	10/12/90	164.76
LITTLE	EILEEN	POLICE OFFICER	RECRUIT TRAINING	4/06/92	212.00
LOTTMAN	ROBERT	POLICE OFFICER	RECRUIT TRAINING	4/11/92	144.00
LUKE	JERRY	POLICE OFFICER	RECRUIT TRAINING	12/13/91	96.00
LYNN	TERRENCE	POLICE OFFICER	EIGHTH DISTRICT	7/08/91	780.50
MACK	DONALD N	POLICE OFFICER	FOURTH DISTRICT	5/12/88	75.00
MADSEN	THEODORE	POLICE OFFICER	OHARE LAW ENFORCEMENT	4/21/92	6.60
MAHAFFEY	LOUIS	POLICE OFFICER	FIFTEENTH DISTRICT	4/02/92	254.00
MAPLES	JOHN	POLICE OFFICER	SEVENTH DISTRICT	4/15/92	694.15
MARIANOVICH	PETER	POLICE OFFICER	FIFTH DISTRICT	7/25/91	125.00
MARQUEZ	RIGOBERTO	POLICE OFFICER	FOURTEENTH DISTRICT	8/19/91	142.00
MARTIN	CHARLES	POLICE OFFICER	FIFTH DISTRICT	8/24/91	18.00
MARTIN	FRANK B	POLICE OFFICER	YOUTH DIVISION AREA ONE	8/02/91	21.00
MARTINEZ	BRIAN	POLICE OFFICER	FIFTH DISTRICT	4/10/92	311.00

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REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MARTINEZ	DORIS M	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/19/91	537.00
MARTINO	DIANE	POLICE OFFICER	TWENTIETH DISTRICT	3/11/91	3000.00
MAZEIKA	RUTH	POLICE OFFICER	TWENTIETH DISTRICT	3/20/92	119.00
MCAULIFFE-WRIGHT	JOYCE	POLICE OFFICER	SEVENTEENTH DISTRICT	3/31/92	455.75
MCCANN	EDDIE	POLICE OFFICER	UNKNOWN	2/16/92	1236.00
MCCARTHY	JOSEPH	POLICE OFFICER	NINETEENTH DISTRICT	9/27/91	84.25
MCCOY	VERNETTA	POLICE OFFICER	NINTH DISTRICT	11/10/91	180.00
MCCOY	VERNETTA	POLICE OFFICER	NINTH DISTRICT	4/10/92	1730.50
MCKEE	JAMES L	POLICE OFFICER	TWELFTH DISTRICT	4/04/92	270.00
MCKNIGHT	JOHN R	POLICE OFFICER	EIGHTEENTH DISTRICT	4/09/92	5152.95
MCLEAN	JAMES L	POLICE OFFICER	FIFTEENTH DISTRICT	9/21/91	514.00
MCLIN	ADA	POLICE OFFICER	SIXTH DISTRICT	4/17/92	1391.40
MCMAHON	RICHARD	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	10/23/91	60.00
MCNAMARA	DENNIS M	POLICE OFFICER	SEVENTEENTH DISTRICT	9/19/89	80.00
MCVICKER	ROBERT	POLICE OFFICER	FIFTH DISTRICT	4/16/92	200.00
MCVICKER	ROBERT	POLICE OFFICER	FIFTH DISTRICT	4/02/92	385.00
MINELLA	JOSEPH P	POLICE OFFICER	SIXTEENTH DISTRICT	11/27/91	35.00
MITCHELL	DONALD	POLICE OFFICER	FIFTH DISTRICT	4/04/92	1146.25
MORALES	DAVID	POLICE OFFICER	FOURTEENTH DISTRICT	4/28/92	580.00
MUSCOLINO	ROBERT J	POLICE OFFICER	SIXTEENTH DISTRICT	3/01/92	393.00
MUSCOLINO	ROBERT J	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/92	50.00
MUSHOL	DENNIS J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/10/89	196.00
MYERS	ROLAND-CHIP	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/03/88	905.00
NASH	SANDY L	POLICE OFFICER	CENTRAL DETENTION SECTION	1/11/90	150.00
NEALIS	TERENCE	POLICE OFFICER	EIGHTEENTH DISTRICT	2/17/92	60.00
NELSON	LAURENCE J	POLICE OFFICER	SEVENTEENTH DISTRICT	5/12/91	40.00
NELSON	RICHARD L	POLICE OFFICER	NINETEENTH DISTRICT	4/30/92	305.00
NIEVES	LUZ ANNETTE	POLICE OFFICER	ELEVENTH DISTRICT	9/17/91	90.00
NUNEZ	FELIPE	POLICE OFFICER	FOURTEENTH DISTRICT	4/18/92	711.20
OBRIEN	JAMES R	POLICE OFFICER	FIFTH DISTRICT	3/07/92	594.00
OFFETT	EUGENE H	POLICE OFFICER	NINTH DISTRICT	4/30/92	430.00
OKONSKI	RAYMOND	POLICE OFFICER	ELEVENTH DISTRICT	4/02/92	25.00
OMALLEY	MICHAEL	POLICE OFFICER	CRIME LABORATORY DIVISION	4/16/92	774.60
OROURKE	KEVIN B	POLICE OFFICER	FIFTEENTH DISTRICT	4/15/92	623.10
ORTIZ	BRADUL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/19/92	832.20
PALUCH	JEROME	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/12/92	10986.34
PECHULIS	JOHN A	POLICE OFFICER	FIRST DISTRICT	4/30/92	190.50
PESTELLE	ROBERT	POLICE OFFICER	ELEVENTH DISTRICT	4/04/92	105.00
PETRUZZI	JOSEPH	POLICE OFFICER	FIELD INQUIRY SECTION	4/14/92	916.00
PEYTON	RALPH	POLICE OFFICER	SEVENTH DISTRICT	4/26/92	180.00
PFEST	LEO	POLICE OFFICER	TWENTIETH DISTRICT	2/12/92	941.53
PIKE	SUSAN A	POLICE OFFICER	NINETEENTH DISTRICT	4/21/92	1858.00
PROSSER	ROBERT T	POLICE OFFICER	FIELD INQUIRY SECTION	5/29/87	79.50
PRZYWARA	JOHN T	POLICE OFFICER	NINETEENTH DISTRICT	4/05/92	1102.50
PUBINS	JAMES	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	4/21/92	908.50
PUHAR	DUSAN	POLICE OFFICER	FOURTEENTH DISTRICT	4/28/92	969.00
RADTKE	MARTIN J	POLICE OFFICER	NINTH DISTRICT	6/21/90	355.00
RAMIREZ	CARLOS	POLICE OFFICER	THIRTEENTH DISTRICT	4/20/92	117.00
RESENDEZ	JESSE	POLICE OFFICER	TRAINING DIVISION	7/22/86	7502.95

CITY OF CHICAGO

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RHODES	MARGUERITE	POLICE OFFICER	FIFTH DISTRICT	3/29/92	45.00
RICHARDS	MARK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/02/92	33.00
RICHARDSON	KELSEY	POLICE OFFICER	THIRD DISTRICT	9/22/91	178.00
RICKERT-KEBR	FRANCES L	POLICE OFFICER	SEVENTH DISTRICT	11/20/91	968.75
RIGGENBACH	CARL	POLICE OFFICER	SEVENTH DISTRICT	12/13/89	220.00
RILEY	JAMES V	POLICE OFFICER	UNKNOWN	8/26/91	472.50
RISLEY	THOMAS R	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/08/92	644.30
RIVERA	JOHN E	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/07/92	507.50
RIVERA	RAUL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/30/91	32.00
ROBERTS	TYRONE L	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/21/92	1142.00
ROCK	MICHAEL G	POLICE OFFICER	FIRST DISTRICT	4/25/92	199.00
RODRIGUEZ	NORBERTO	POLICE OFFICER	THIRTEENTH DISTRICT	11/16/91	565.00
ROSE	WILLIAM	POLICE OFFICER	FIFTEENTH DISTRICT	4/17/92	1317.00
ROSEMAN	DANNY L	POLICE OFFICER	UNKNOWN	4/08/92	276.50
RUIZ	FELIX	POLICE OFFICER	FOURTEENTH DISTRICT	6/10/91	140.00
RYDBERG	SUSAN E	POLICE OFFICER	SEVENTH DISTRICT	3/07/92	1294.14
SAILER	THOMAS E	POLICE OFFICER	ENFORCEMENT SECTION	4/01/92	1185.65
SAMANAS	VERONICA	POLICE OFFICER	FIRST DISTRICT	9/18/91	1303.00
SAMUELS	ROBERT	POLICE OFFICER	NINTH DISTRICT	4/18/92	933.00
SANDERS	LISA	POLICE OFFICER	THIRD DISTRICT	4/06/92	430.50
SCHUBERT	ALFRED C	POLICE OFFICER	EIGHTH DISTRICT	4/23/92	893.00
SCOLES	JAMES	POLICE OFFICER	NINETEENTH DISTRICT	4/06/92	377.00
SCOTT	ROBERT L	POLICE OFFICER	THIRD DISTRICT	4/08/92	1139.10
SEYFERT	EUGENE	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/91	475.00
SHAW	JOHN W	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/25/91	45.00
SHEMASH	MICHAEL	POLICE OFFICER	NINTH DISTRICT	4/09/92	289.00
SHUEY	CLARENCE R	POLICE OFFICER	NINETEENTH DISTRICT	12/02/91	220.00
SIKLER	ARNOLD L	POLICE OFFICER	NINTH DISTRICT	6/29/89	7889.54
SILAS JR	NATHAN E	POLICE OFFICER	SIXTH DISTRICT	4/08/92	157.50
SKANILL	ROBERT	POLICE OFFICER	SECOND DISTRICT	7/07/91	50.00
SKIPPER	MAUREEN L	POLICE OFFICER	NINETEENTH DISTRICT	12/17/91	333.00
SKORNOG	CURTIS	POLICE OFFICER	ELEVENTH DISTRICT	4/30/92	74.00
SMITH	WAYNE	POLICE OFFICER	ELEVENTH DISTRICT	3/20/92	265.00
SOBCZYK	DAVID A	POLICE OFFICER	FOURTEENTH DISTRICT	1/01/92	1643.60
SOFRENOVIC	MILORAD M	POLICE OFFICER	SIXTEENTH DISTRICT	4/22/92	60.00
STARK	JAMES	POLICE OFFICER	FIFTH DISTRICT	4/02/92	135.00
STEWART	LAWRENCE	POLICE OFFICER	RECRUIT TRAINING	4/15/82	180.00
STONE	FREDERICK	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/26/88	230.00
STRANSKI	THOMAS G	POLICE OFFICER	FOURTEENTH DISTRICT	5/13/91	145.00
STROH	ERIC	POLICE OFFICER	RECRUIT TRAINING	11/20/91	926.50
STURT	ERROL	POLICE OFFICER	TRAFFIC COURT SECTION	4/22/91	1456.00
SUSNIS	ALBERT P	POLICE OFFICER	FIFTH DISTRICT	4/10/92	443.00
SWEENEY	GREGORY	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/24/92	651.75
SWEENEY	JOHN J	POLICE OFFICER	FIFTH DISTRICT	4/12/92	1325.00
SWIDERSKI	ROBERT	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/05/92	646.80
TEFFT	LEON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/29/92	150.00
TODE	PATRICK C	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/08/91	356.00
TOMASZEWSKI	NORMAN	POLICE OFFICER	EIGHTH DISTRICT	11/18/91	90.00
TRACY	RAYMOND	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/02/92	74.00

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TRISKA	JAMES	POLICE OFFICER	DETAIL UNIT	4/01/92	617.50
TRISOLIERE	ROBERT J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/06/92	214.00
VALIENT	BRIDGET	POLICE OFFICER	SEVENTH DISTRICT	3/25/90	232.00
VERA	CHARLES A	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/04/91	512.00
VICKS	ROBERT D	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/06/91	41.00
WACH	ROSEMARIE	POLICE OFFICER	TENTH DISTRICT	10/23/91	77.00
WALKER	WILLIE J	POLICE OFFICER	SEVENTH DISTRICT	9/16/83	1908.00
WALLACE JR	EDDIE	POLICE OFFICER	UNKNOWN	9/16/91	54.00
WALSH	JAMES	POLICE OFFICER	TWENTY-GECOND DISTRICT	1/24/92	75.00
WARD	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	10/31/91	50.00
WASIK	PHILIP G	POLICE OFFICER	EIGHTH DISTRICT	8/17/91	2350.00
WELLS	MICHAEL L	POLICE OFFICER	SECOND DISTRICT	12/20/91	122.00
WESLEY	GERALD E	POLICE OFFICER	FIFTH DISTRICT	9/15/91	35.00
WIMBERLY	MYRON	POLICE OFFICER	RECRUIT TRAINING	12/13/90	861.00
WISCH	RENEE P	POLICE OFFICER	FOURTEENTH DISTRICT	2/10/89	1282.00
YAMASHIROYA	GARY H	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	12/28/91	60.00
ZAJAC	DENNIS	POLICE OFFICER	FIFTH DISTRICT	3/07/91	528.00
ZDZIARSKI	ROBERT	POLICE OFFICER	SEVENTH DISTRICT	4/11/92	329.00
ZUREK	GREGORY	POLICE OFFICER	THIRTEENTH DISTRICT	4/26/92	506.00
ALEX	JAMES	PARAMEDIC	AMBULANCE 46	9/11/88	145.00
ALTMAN	JAMES	FIREFIGHTER	SQUAD 5	3/27/92	258.85
BELL	DENNIS	FIREFIGHTER	TRUCK 51	5/08/75	47.00
BLASCZYNSKI	JOHN	ENGINEER	ENGINE COMPANY 76	4/09/91	774.00
BLASKOVITZ	ROBERT	FIREFIGHTER	ENGINE COMPANY 76	4/13/92	1363.75
CHAVERS	JEFFERY	FIREFIGHTER	ENGINE COMPANY 47	4/12/92	989.00
COCHRAN	DARLENE	PARAMEDIC	UNKNOWN	7/06/89	55.00
COLLINS	JAMES	FIREFIGHTER	AMBULANCE 12	12/26/90	35.75
COLLINS	TERRENCE	CAPTAIN	UNKNOWN	3/10/92	285.00
CONWAY-FLOOD	PATRICIA	PARAMEDIC	AMBULANCE 16	4/13/92	251.90
CULLEN	RAYMOND A	FIREFIGHTER	TRUCK 35	4/30/92	251.75
DANAHER	DANIEL	LIEUTENANT	ENGINE COMPANY 84	11/25/91	1745.00
DELACRUZ	MANUEL	ENGINEER	ENGINE COMPANY 7	3/07/92	157.50
DINNEEN	THOMAS	FIREFIGHTER	SQUAD 1	3/24/92	387.50
DONATELLI	RONALD	LIEUTENANT	ENGINE COMPANY 70	4/07/92	275.55
DOWLING	THOMAS	FIREFIGHTER	UNKNOWN	8/26/91	50.00
DOYLE	JAMES	FIREFIGHTER	TRUCK 3	4/23/92	507.60
DZIEDZIC	JAMES	FIREFIGHTER	ENGINE COMPANY 76	12/10/90	300.00
ESTRADA	RICHARD	FIREFIGHTER	TRUCK 22	2/27/92	30.00
FORGOS	GREGORY	FIREFIGHTER	TRUCK 21	3/21/92	166.00
GANSEL	KEITH	PARAMEDIC	AMBULANCE 42	11/20/91	1258.00
GIBSON	DOMINIC	FIREFIGHTER	TRUCK 58	4/09/92	1787.00
GILBERTSEN	KENNETH	PARAMEDIC	UNKNOWN	10/01/91	2150.00
GOOLSBY	REGINALD	FIREFIGHTER	ENGINE COMPANY 61	8/28/91	447.52
GRAND	KEVIN	PARAMEDIC	AMBULANCE 15	4/03/92	2143.00
GRIFFIN	DENNIS	LIEUTENANT	ENGINE COMPANY 106	5/23/91	90.00
GUSS	EDWARD	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	4/11/92	3404.00
HAASE	JERRY	LIEUTENANT	ENGINE COMPANY 101	10/26/91	3266.00
HALLORAN	DANIEL	FIREFIGHTER	TRUCK 29	2/11/92	1475.00
HARDMAN	TERRENCE	FIREFIGHTER	ENGINE COMPANY 61	12/18/91	160.00

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HARTSELL	GEORGE	CAPTAIN	DISTRICT RELIEF 1	3/21/85	5.20
HEISER	MICHAEL	FIREFIGHTER	TRUCK 14	3/01/90	40.80
HERRERA	ROBERTO	FIREFIGHTER	TRUCK 32	8/10/91	154.00
HIDALGO	GEORGE	FIREFIGHTER	ENGINE COMPANY 103	3/05/92	248.00
HORAN	JEFF	FIREFIGHTER	ENGINE COMPANY 124	5/29/91	30.00
HOULIHAN	PETER	PARAMEDIC	AMBULANCE 31	2/02/92	1085.60
HOWARD	RAYMOND	FIREFIGHTER	TRUCK 22	4/12/92	153.20
HUELS-DUBIEL	JOLYNN	PARAMEDIC	AMBULANCE 19	3/11/91	631.00
IZZO	GARY	FIREFIGHTER	SNORKEL SQUAD 3	5/17/91	31.00
JADWIN	MARK	FIREFIGHTER	TRUCK 21	3/21/92	75.50
JAUCH	JOSEPH	FIREFIGHTER	SNORKEL SQUAD 3	9/17/90	75.00
KALLIS	DEAN	FIREFIGHTER	UNKNOWN	4/23/92	587.10
KELLY	PATRICK M	PARAMEDIC	AMBULANCE 18	5/15/92	155.00
KENNEY-PEREZ	LORI	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	12/31/91	858.00
KIERYS	STEVE	FIREFIGHTER	TRUCK 29	2/07/92	174.00
KING	PATRICK	PARAMEDIC	AMBULANCE 8	4/16/92	468.00
KINNEAR	BRIAN	FIREFIGHTER	ENGINE COMPANY 124	4/24/92	7825.75
KOSTER	CHRISTOPHER K	FIREFIGHTER	TRUCK 18	4/17/92	608.00
KRIZ	ROBERT	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	5/25/91	3202.00
KUMIEGA-MARSHALL	COLLETTE	PARAMEDIC	UNKNOWN	3/17/92	49.50
KURGAN	THOMAS	FIREFIGHTER	ENGINE COMPANY 107	3/08/92	55.00
LARAMORE	KIMBERLY J	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	3/22/92	150.00
LATIKER	VICTOR	FIREFIGHTER	TRUCK 48	4/21/92	265.00
LEWIS	ROBIN	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	5/04/92	229.75
LICHTER	IRWIN JAY	FIREFIGHTER	AMBULANCE 20	1/28/91	2152.25
LINEHAN-CHISHOLM	HEATHER	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	10/20/91	560.00
LOMAX	DONDIEGO	FIREFIGHTER	ENGINE COMPANY 98	8/13/91	2360.00
LYMAN	GLEN P.	FIREFIGHTER	SQUAD 5	11/20/91	131.00
MALLOY	JOHN	FIREFIGHTER	ENGINE COMPANY 34	3/26/92	2059.00
MALONE	TIMOTHY	PARAMEDIC	UNKNOWN	3/23/92	537.00
MCCARTHY	JOHN	CAPTAIN	TRUCK 51	3/01/92	241.00
MCCAULEY	LORRAINE	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	4/28/92	165.10
MCCLUNG	EDWARD	LIEUTENANT	ENGINE COMPANY 32	11/25/90	240.00
MCCORMICK	KEVIN	LIEUTENANT	ENGINE COMPANY 84	8/14/91	4409.00
MCDEVITT	BERNARD	FIREFIGHTER	ENGINE COMPANY 101	4/21/92	187.50
MCKAY	ROBERT	FIREFIGHTER	TRUCK 40	2/19/90	24584.09
MCKILLOP	JOHN	PARAMEDIC	UNKNOWN	3/22/92	95.00
MCNAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	3805.00
MILLER	ELSBETH	PARAMEDIC	AMBULANCE 3	5/11/92	119.25
MORAN	OZZIE	FIREFIGHTER	TRUCK 37	4/01/92	434.00
MORRISON	DENNIS	FIREFIGHTER	TRUCK 40	1/14/92	1414.00
MUMFORD	WILLIAM	LIEUTENANT	DISTRICT RELIEF 6	4/21/92	557.95
MUNSEN	JAMES	ENGINEER	SNORKEL SQUAD 3	9/19/91	1100.00
MURPHY	MARGARET	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	4/14/92	179.53
MURPHY	THOMAS	FIREFIGHTER	BATTALION 16	4/29/91	182.91
MUSIL	SCOTT	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	11/23/91	29.60
NEEDHAM	MICHAEL	FIREFIGHTER	TRUCK 27	3/16/92	708.00
NEGOSKI	ROBERT	ENGINEER	ENGINE COMPANY 28	8/18/91	90.00
NELSON	DAVID	FIREFIGHTER	TRUCK 49	12/10/91	1955.00

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NICOLEI	GARY	FIREFIGHTER	ENGINE COMPANY 101	10/18/91	170.00
NITAHARA	CHERYL	PARAMEDIC	TRUCK 41	10/24/91	285.00
OBOYLE	LAWRENCE	FIREFIGHTER	UNKNOWN	3/30/92	254.25
OBRIEN	JOSEPH	PARAMEDIC	AMBULANCE 21	1/28/92	2608.00
OBRIEN	TERRENCE	DISTRICT COMMANDER	DISTRICT HEADQUARTERS 3	4/01/92	302.48
PALENIK	JOSEPH	FIREFIGHTER	ENGINE COMPANY 23	5/04/91	185.00
PONTECORE	RONALD	LIEUTENANT	TRUCK 48	4/21/92	263.00
PROHASKA	ROBERT	FIREFIGHTER	SQUAD 4	2/04/92	261.50
RANOS	GEORGE	FIREFIGHTER	TRUCK 27	1/30/92	9217.06
RICHARDS	ANTHONY	ENGINEER	ENGINE COMPANY 110	4/20/92	119.00
RODRIGUEZ	JOSE	PARAMEDIC	AMBULANCE 22	4/20/92	238.31
ROHLFS	RAYMOND	LIEUTENANT	ENGINE COMPANY 121	12/22/90	703.00
ROMERO	PETER	FIREFIGHTER	ENGINE COMPANY 109	4/09/92	564.00
RUDEL	RICHARD	PARAMEDIC	AMBULANCE 45	11/29/91	166.60
SEAY	LARRY	FIREFIGHTER	ENGINE COMPANY 72	10/07/91	963.00
SHANNON	THOMAS C	LIEUTENANT	ENGINE COMPANY 109	4/22/92	66.00
SHUKSTOR	LOUIS	FIREFIGHTER	ENGINE COMPANY 126	9/18/83	5345.00
SOMMER	DEBORAH	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	4/07/92	40.00
STRICKLAND	LARRY	FIREFIGHTER	ENGINE COMPANY 107	3/02/91	60.00
SULLIVAN	MICHAEL J	FIREFIGHTER	ENGINE COMPANY 59	2/25/92	91.00
TAFF	THOMAS	FIREFIGHTER	ENGINE COMPANY 122	3/30/92	209.00
THELEN	BERNARD	FIREFIGHTER	ENGINE COMPANY 162	3/10/92	105.15
TROTT	MICHAEL	FIREFIGHTER	SNORKEL SQUAD 3	1/05/91	116.28
VAIL	RICHARD	PARAMEDIC	AMBULANCE 15	4/03/92	98.00
VOGRICH	GLEN	FIREFIGHTER	ENGINE COMPANY 101	10/18/91	1687.00
WALLACE	TYRONE	FIREFIGHTER	ENGINE COMPANY 93	12/14/89	110.00
WALLACE	TYRONE	FIREFIGHTER	ENGINE COMPANY 93	1/18/92	60.00
WISNIEWSKI	THOMAS	FIREFIGHTER	ENGINE COMPANY 84	4/27/92	707.00
WOJTECKI	KENNETH	LIEUTENANT	DISTRICT RELIEF 1	5/18/91	130.00
WOOD	PETER	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	4/24/92	135.50
ZIEMBA	RONALD	ENGINEER	ENGINE COMPANY 104	1/07/92	1150.00

(Continued from page 19675)

; 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 19685 through 19686 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 19687)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/29/92

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	CLARISSA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/13/88	1397.52
AHERN	C.M.	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	4/29/92	101.00
BARNES	TONYA	POLICE OFFICER	FIFTH DISTRICT	3/30/92	845.56
BECVAR	LANCE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/13/89	125.00
BLATZ	THOMAS	POLICE OFFICER	TWENTIETH DISTRICT	4/03/92	439.03
BORVAN	ROBERT C	POLICE OFFICER	FIRST DISTRICT	3/12/87	50.00
BOSAK	JERROLD	POLICE OFFICER	FOURTH DISTRICT	9/12/91	255.00
BRICE	KEVIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/27/92	912.00
BROWNRIDGE	JOHN M	POLICE OFFICER	FIFTH DISTRICT	10/18/91	229.75
CALDBECK	DAVID J	POLICE OFFICER	EIGHTEENTH DISTRICT	10/23/91	41.00
CIAGLIA	NICK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/17/91	201.00
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	960.00
CRUZ	CONRADO	POLICE OFFICER	FOURTEENTH DISTRICT	10/10/91	773.00
DUCKHORN	JOHN	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	2/06/92	3509.61
FERGUSON	THERESA	POLICE OFFICER	SIXTH DISTRICT	3/14/92	269.00
FLORES	DIEGO	POLICE OFFICER	UNKNOWN	1/14/92	708.00
FRANCO	LUCIA E	POLICE OFFICER	TENTH DISTRICT	3/25/91	444.00
FRIERI	SALVATORE	POLICE OFFICER	FOURTEENTH DISTRICT	2/16/91	340.00
HAIR	LESARA R	POLICE OFFICER	FIFTH DISTRICT	10/09/91	86.00
HANLEY	THOMAS	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	9/19/91	1113.00
HART	BEATRICE G	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/28/91	1144.00
HATTENBERGER	FRED E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/23/92	4326.60
HOLLISTER	RONALD	POLICE OFFICER	SIXTH DISTRICT	3/15/92	60.00
IRWIN	SONIA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/08/89	630.00
JACKOWIAK	DAVID A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/14/90	259.00
JACKOWIAK	DAVID A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/13/92	1192.00
JOHNSON	PEGGY	POLICE OFFICER	SIXTEENTH DISTRICT	3/09/91	35.00
KAPPEL	WILLIAM A	POLICE OFFICER	EIGHTEENTH DISTRICT	5/06/91	5002.67
KELLY	BERNARD K	POLICE OFFICER	SECOND DISTRICT	2/29/92	75.00
KEYES	KEVIN	POLICE OFFICER	FOURTH DISTRICT	1/27/91	58.00
KOLOVITZ	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	772.00
LASKA	JAMES	POLICE OFFICER	RECRUIT TRAINING	8/04/91	25.00
LASKERO	JOSEPH	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	4/22/92	667.00
LEADER	KAREN S	POLICE OFFICER	NINETEENTH DISTRICT	3/24/92	562.50
LOHMAN	PATRICIA	POLICE OFFICER	EIGHTEENTH DISTRICT	10/23/91	255.00
MARCHFIELD	STEVE R	POLICE OFFICER	ENFORCEMENT SECTION	11/23/91	95.00
MCCAFFERTY	PATRICK J	POLICE OFFICER	AUTO THEFT SECTION	5/22/89	111.78
MCGUIRE	ROGER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/05/92	190.00
MILLER	ROSE	POLICE OFFICER	SIXTEENTH DISTRICT	4/04/92	974.00
MOORE	ARCHIE	POLICE OFFICER	ELEVENTH DISTRICT	4/04/92	134.00
MOORE	THOMAS P	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/07/88	85.00
MOZEE-RUSSELL	PATRICE	POLICE OFFICER	TRAINING DIVISION	4/28/92	1473.00
MURPHY	PATRICIA	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/29/85	70.00
NAWROCKI	CHARLES E	POLICE OFFICER	EIGHTH DISTRICT	10/30/91	200.00
OPPEDISANO	DENNIS	POLICE OFFICER	SIXTEENTH DISTRICT	4/30/92	647.07
PRICE	RAYMOND	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/18/92	650.20
PURVIS	WILLIAM	POLICE OFFICER	FOURTH DISTRICT	3/05/92	3164.87
RAPIER	ROSIE	POLICE OFFICER	THIRD DISTRICT	4/22/92	1671.00
RIEGER	NICHOLAS	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	10/04/91	255.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/29/92

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RUIZ	ERIC S	POLICE OFFICER	FOURTEENTH DISTRICT	2/26/92	90.00
RUIZ	FELIX	POLICE OFFICER	FOURTEENTH DISTRICT	4/21/92	2375.00
SANGSTER	JAMES	POLICE OFFICER	SEVENTH DISTRICT	10/18/91	194.90
SHORE	RICHARD J	POLICE OFFICER	EIGHTH DISTRICT	3/14/92	33.25
SIMMONS	RONALD	POLICE OFFICER	FOURTH DISTRICT	2/18/92	316.00
SIMPSON	MICHAEL W	POLICE OFFICER	SIXTEENTH DISTRICT	4/04/92	1083.00
STASZAK	NORBERT	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/09/92	512.00
SULLIVAN	KEITH	POLICE OFFICER	FIFTH DISTRICT	4/04/92	456.00
SWAIN	ESSTAVEYON	POLICE OFFICER	THIRD DISTRICT	11/11/91	60.00
TATNAM	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/89	68.00
TEDDER	PEGGY	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	9/22/91	300.00
TOMASIK	RONALD	POLICE OFFICER	ELEVENTH DISTRICT	5/26/91	100.00
TROCHE	RANDY D	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/90	2080.00
UGOREK	RANDALL	POLICE OFFICER	FIFTEENTH DISTRICT	3/26/92	640.00
VALLES	JESSE S	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/11/90	85.00
VASQUEZ	VIDAL	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/08/91	12503.20
WACH	ROSEMARIE	POLICE OFFICER	TENTH DISTRICT	4/10/91	65.00
WAGNER	KATHLEEN	POLICE OFFICER	SECOND DISTRICT	10/22/91	45.00
WASIK-GOMOLSKI	CHRISTINE A	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/01/92	4602.00
WILLIAMS	CYNTHIA	POLICE OFFICER	RECRUIT TRAINING	11/13/91	427.90
WORTHAM	BERNARD	POLICE OFFICER	THIRD DISTRICT	3/02/92	4410.00
YELVERTON	MARK S	POLICE OFFICER	THIRD DISTRICT	5/24/91	250.00
ZABOROWSKI	FRANK	POLICE OFFICER	EIGHTH DISTRICT	4/13/92	336.50
CRONIN	MICHAEL	PARAMEDIC	AMBULANCE 19	4/18/92	1606.40
GUZICK	LAWRENCE	ENGINEER	ENGINE COMPANY 49	2/15/91	5055.00
HARRIS	DENNIS	FIREFIGHTER	TRUCK 15	1/31/89	497.59
LEVIN	RICHARD	PARAMEDIC	UNKNOWN	3/20/92	182.50
ROCHE	KEVIN J	FIREFIGHTER	UNKNOWN	12/15/89	70.00
STAEHLE	PAUL C	PARAMEDIC	UNKNOWN	12/07/91	6735.18
TRINIDAD	JAMES	PARAMEDIC	AMBULANCE 9	4/21/92	268.31
WALSH	MARTIN	FIREFIGHTER	ENGINE COMPANY 129	9/04/89	3011.39

(Continued from page 19684)

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 Vehicles.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Catherine Watts c/o Harris Bank 111West Monroe Street Chicago, Illinois 60690	9/6/91 Police auto pound	$500.00
Joseph J. Steiner, Jr. 33651 North Winnebago Court Wildwood, Illinois 60030	5/24/91 500 South Michigan Avenue	400.00
Sandra Louras 1516 South Pennsylvania Des Plaines, Illinois 60018	10/12/90 2728 West Berwyn Avenue	750.00

Damage To Property.

Department Of Streets And Sanitation/Bureau Of Electricity:
Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Amoco Corporation 2211 York Road P.O. Box 3428 Oak Brook, Illinois 60522-9001	1/15/91 West Belmont Avenue and North Menard Street	$600.00

Damage To Property.

Department Of Forestry:
Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Sandra Ealy 8629 South Aberdeen Street Chicago, Illinois 60620	8/13/91 8629 South Aberdeen Street	$550.00

Damage To Vehicles.

Department Of Forestry:
Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Miguel Macias 3735 North Kenneth Avenue Apartment 2N Chicago, Illinois 60641	7/15/91 West Grace Street and North Kenneth Avenue	$850.00
Melissa Brown 78 Sterling Circle Apartment 205 Wheaton, Illinois 60187	10/11/91 5309 West Berenice Avenue	1,000.00

Damage To Vehicles.

Department Of Streets And Sanitation:
Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Reid R. Minden 1221 Geneva Lane Lake Zurich, Illinois 60047	9/23/91 3400 West Addison Street	$228.50
Arlene Shankles 2443 West 71st Street Chicago, Illinois 60629	4/21/91 4930 South Western Avenue	250.00
Constance D. Wells 338 Grove Street Apartment 101 Wood Dale, Illinois 60191	3/4/91 75th and South Western Avenue	325.00
Donald Holdeman 1810 North Mohawk Street Chicago, Illinois 60614	6/22/91 400 West Sedgwick Street	210.00
Synovia Davis 8125 South Michigan Avenue Chicago, Illinois 60619	11/11/91 7900 South State Street	30.00

Damage To Vehicles.

Department Of Streets And Sanitation:
Account No. 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Laura A. Martin 555 West Madison Tower Apartment 4812 Chicago, Illinois 60606	3/8/91 During towing	$130.00

Name And Address	Date And Location	Amount
Jerome Smith 5556 North Lakewood Avenue Chicago, Illinois 60640	8/14/91 During towing	$500.00
State Farm Insurance and Lorna Brett Cl. 13-L157-009 9701 West Higgins Road Suite 510 Rosemont, Illinois 60018	4/25/91 During towing	1,000.00
Eddie Thomas Todd 1929 South Hamlin Avenue Chicago, Illinois 60623-2437	7/10/91 During towing	200.00
Francisco Vega 2748 West 24th Street Chicago, Illinois 60608	8/2/91 During towing	300.00
Michael S. Yurkovic 2241 North Leavitt Street Chicago, Illinois 60647	8/12/91 During towing	500.00
Richard T. Boyd 1704 Saxe Road Mogadore, Ohio 44260	6/29/91 During towing	50.00
Timothy P. Mooney 2100 Lincoln Park West Apartment 6A-South Chicago, Illinois 60614	1/24/91 During towing	250.00
Marlene Spicuzza 1929 North Fremont Street Chicago, Illinois 60614	8/11/91 During towing	650.00
Amarpal S. Randhawa 2550 West Bryn Mawr Avenue Apartment 2 Chicago, Illinois 60659	8/9/91 During towing	700.00
Sharon E. Hayes 12215 South Wentworth Avenue Chicago, Illinois 60628	7/5/91 3539 West Grace Street	700.00

Name And Address	Date And Location	Amount
Anthony A. Nevels 289-C Cantonment Chanute AFB Rantoul, Illinois 61866	11/2/91 During towing	$300.00
John P. James 1339 South Home Avenue Berwyn, Illinois 60402	1/21/91 During towing	400.00
Candy Orta 3347 North Lamon Avenue Chicago, Illinois 60641	8/19/90 During towing	655.00
Mary M. Patterson 1 Golf Lane Winnetka, Illinois 60093	12/17/90 During towing	775.00
Robert Vitas 3300 West 63rd Place Chicago, Illinois 60629-2712	1/6/91 62nd and South Western Avenue	100.00
Joseph Parnell 1124 West Wilson Avenue Chicago, Illinois 60640	4/19/91 During towing	1,000.00
Elizabeth A. Duncan 2620 North West 115th Drive Coral Springs, Florida 33071	5/25/91 During towing	200.00
Brian P. Wright 1304 East Algonquin Apartment 2-G Schaumburg, Illinois 60173	6/8/91 During towing	640.00
George B. Winter 667 West Cornelia Avenue Apartment 1 Chicago, Illinois 60657	7/11/91 During towing	850.00

Damage To Property.

Department Of Streets And Sanitation:
Account Number 100-00-2005-0934-0934.

Name And Address	Date And Location	Amount
Pacific Submarine 2355 West 111th Street Chicago, Illinois 60643	3/13/91 2355 West 111th Street	$200.00

Damage To Property.

Department Of Water:
Account Number 200-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Milwaukee Ins. Co. and Kentucky Fried Chicken -- Donald Burke Cl. MMI91058200-022 P. O. Box 326 Milwaukee, Wisconsin 53201-0326	11/28/90 14100 South Indiana Avenue	$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
Ali S. Mustafa 6900 North Minnetonka Avenue Chicago, Illinois 60646	10/13/89 to 6/18/91 866 West Buckingham Place	$143.00
Leroy W. Jackson 7801 South Cottage Grove Avenue Chicago, Illinois 60619	5/17/90 to 11/7/90 6147 South Woodlawn Avenue	107.00

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing payment of various 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account Number 100-99-2005-0939-0939:

[List of claimants printed on pages 19696 through 19705 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

(Continued on page 19706)

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER----EDIT
MEETING DATE 7/29/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	**** PIN ****	******** DESCRIPTION **********	********** PAYEE **********		REQ. UNITS	REQUESTED AMOUNT	PAID AMOUNT
92-2-0104	13-17-107-001	LELAND HOUSE CONDO. ASSOC. ATTN: W. LELAND AVENUE CHICAGO, IL 60630	PETER LIENEN C/O PETER J. LIENEN 4107 W. LELAND AVE - #301 CHICAGO, IL 60630	B-SEMI-ANNUAL 07/01 THRU 12/31	2	50 (03) ********** SPONSOR ********** THOMAS W. COLLERTON	100.00 91
92-2-0105	17-10-400-012	THE 400 CONDOMINIUM ASSOC 400 E. RANDOLPH STREET CHICAGO, IL 60601	SUSAN SPATARO 400 E. RANDOLPH STREET CHICAGO, IL 60601	B-SEMI-ANNUAL 07/01 THRU 12/31	12	940 (42) ********** SPONSOR ********** ROBERT E. MATARUS	6,300.76 91
92-2-0106	17-16-434-007	THE 1161 SOUTH PLYMOUTH COURT CONDOMINIUM ASSOCIATION 1143 S. PLYMOUTH COURT CHICAGO, IL 60605	SANDY ROESER C/O VENTERRA ONE FIRST NATIONAL PLAZA-25000 CHICAGO, IL 60603	B-SEMI ANNUAL 07/01 THRU 12/31	11	25 (01) ********** SPONSOR ********** THEODORE GOZUN	1,755.36 91
92-2-0107	20-11-420-035	5454-60 KIMBARK CO-OPERATIVE BUILDING ASSN. 5454-60 SOUTH KIMBARK AVENUE CHICAGO, IL 60615	SAMUEL WILLIAMS C/O SAMUEL WILLIAMS 5460 S. KIMBARK # 2W CHICAGO, IL 60615	B-SEMI-ANNUAL 07/01 THRU 12/31	2	4 (03) ********** SPONSOR ********** TONI . PRESCHUTMELF	584.00 91
92-2-0108	20-14-215-035	5738-40 S. KENWOOD CONDO ASSOC. 5738 S. KENWOOD CHICAGO, IL 60637	LAZAR PRIMACK C/O LAZAR PRIMACK 5740 S. KENWOOD APT. 2 CHICAGO, IL 60637	B-SEMI-ANNUAL 07/01 THRU 12/31	2	6 (03) ********** SPONSOR ********** LAURENCE S BLUM	300.00 91
92-2-0109	21-30-114-029	LAKE TERRACE CONDOMINIUM 7337 SOUTH SHORE DRIVE CHICAGO, IL 60649	EVA WIMPON 7337 SOUTH SHORE DRIVE CHICAGO, IL 60649	B-SEMI-ANNUAL 07/01 THRU 12/31	13	350 (15) ********** SPONSOR ********** JOHN S. MCGRATH	4,500.00 91
92-3-0443	11-31-214-006	HORSE CONDOMINIUM ASSOCIATION 1924-28 W. HORSE CHICAGO, IL 60626	CHUCK PIERRET C/O MR. CHUCK PIERRET 1928 W. HORSE - #2 CHICAGO, IL 60626	C-ANNUAL	2	6 (01) ********** SPONSOR ********** THEODORE KOZUN	450.00 91
92-3-0444	11-32-1,0-035	DOVER MANOR CONDOMINIUM ASSOC. 1509 W. FARWELL CHICAGO, IL 60626	ELEANOR MARTIN 1509 W. FARWELL CHICAGO, IL 60626	C-ANNUAL	7	11 (49) ********** SPONSOR ********** JOE MOORE	825.00 91
92-3-0445	11-32-312-018	6625-37 NORTH GLENWOOD CONDO ASSOCIATION 6637 NORTH GLENWOOD CHICAGO, IL 60626	ULMIS PENPARA ASSOCIATION 6637 NORTH GLENWOOD CHICAGO, IL 60626	C-ANNUAL	2	6 (49) ********** SPONSOR ********** JOE MOORE	450.00 91
92-3-0446	11-32-402-034	1107-09 W. NORTH SHORE CONDO. ASSOCIATION 1107-09 W. NORTH SHORE AVENUE CHICAGO, IL 60626	BRIAN OWEN ASSOCIATION 1107-09 W. NORTH SHORE AVENUE CHICAGO, IL 60626	C-ANNUAL	6	7 (39) ********** SPONSOR ********** JOE MOORE	525.00 90

COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER---- EDIT
SELECTION DATE 7/29/92 PERIOD 1992 CODE'S A,B,C

VOUCHER	**** PIN ****	********** DESCRIPTION **********	********** PAYEE **********		# UNITS	MES.	REQUESTED AMOUNT	PAID AMOUNT
92-3-0447	19-19-206-048	6218 W.64TH PLACE CORPORATION 6218 W. 64TH PLACE CHICAGO, IL 60638	ELEANORE GRAFSTROM C/O MISS ELEANORE GRAFSTROM 6218 W. 64TH PLACE CHICAGO, IL 60638	C-ANNUAL	6	6	681.36 (23) ********** SPONSOR ********** JAMES J. LASKI	850.00 90
92-3-0448	10-36-319-034	MOZART COURT CONDOMINIUM 6007-13 N. MOZART CHICAGO, IL 60645	LYDIA PAULETIC C/O URBAN PROP. MANAGEMENT 7344 N. WESTERN AVE. CHICAGO, IL 60645	C-ANNUAL	2	13	1,058.00 (50) ********** SPONSOR ********** ARTHUR L. STONE	925.00 91
92-3-0449	11-29-102-001	JUNEWAY BUILDING CORPORATION 7727 N. ASHLAND CHICAGO, IL 60626	JUDITH TRETZ 7725 N. ASHLAND CHICAGO, IL 60626	C-ANNUAL	7	10	2,130.00 (49) ********** SPONSOR ********** JOE POORE	1,850.00 91
92-3-0450	11-29-307-023	1442-44 WEST FARGO AVENUE CONDOMINIUM ASSOCIATION 1442-44 W. FARGO CHICAGO, IL 60626	GREGORY GARNER CONDOMINIUM ASSOCIATION 1442-44 W. FARGO CHICAGO, IL 60626	C-ANNUAL	6	7	1,080.00 (49) ********** SPONSOR ********** JOE POORE	939.00 91
92-3-0451	11-29-308-016	THE 1225 BIRCHWOOD BUILDING CONDOMINIUM ASSOCIATION 1225 W. BIRCHWOOD AVENUE CHICAGO, IL 60626	BORIS TSCHUDY CONDOMINIUM ASSOCIATION 1225 W. BIRCHWOOD AVENUE CHICAGO, IL 60626	C-ANNUAL	5	13	1,092.00 (49) ********** SPONSOR ********** JOE POORE	1,950.00 91
92-3-0452	11-29-315-008	LAKE MANOR APT. BLDG. CORP. 1205-55 W. JARVIS CHICAGO, IL 60626	FERRANTE BLDG C/O FERRANTE M. BLDG 1221 W. JARVIS CHICAGO, IL 60626	C-ANNUAL	3	22	2,406.00 (49) ********** SPONSOR ********** JOE POORE	2,035.00 91
92-3-0453	11-29-316-024	1526-28 W. CHASE AVENUE CONDO 1526-28 W. CHASE AVENUE CHICAGO, IL 60626	F.M. MANAGEMENT C/O F.M. MANAGEMENT 1526 W. CHASE AVE #1B CHICAGO, IL 60626	C-ANNUAL	4	3	820.00 (49) ********** SPONSOR ********** JOE POORE	600.00 91
92-3-0454	11-30-312-072	MARBELLA CONDO ASSOCIATION 7447 N. HOYNE CHICAGO, IL 60645	JANE ARCHER 7447 N. HOYNE CHICAGO, IL 60645	C-ANNUAL	7	6	770.00 (49) ********** SPONSOR ********** JOE POORE	650.00 91
92-3-0455	11-30-312-073	MAVERPA CONDO. ASSOC. 7441-43 N. HOYNE ST. CHICAGO, IL 60645	DEREK HUSEBERRY 7441-43 N. HOYNE ST. CHICAGO, IL 60645	C-ANNUAL	7	6	840.00 (49) ********** SPONSOR ********** JOE POORE	650.00 91
92-3-0456	11-30-324-065	7227 N. RIDGE CONDOMINIUM ASSOCIATION 7227 N. RIDGE AVENUE CHICAGO, IL 60645	TONY MURTILLO C/O TONY MURTILLO 7227 N. RIDGE BLVD. CHICAGO, IL 60645	C-ANNUAL	7	9	1,029.00 (49) ********** SPONSOR ********** JOE POORE	975.00 91

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92-3-04557	11-30-403-017	COPPER BEECHES CONDOMINIUM 1957-59 W. STRUBWOOD CHICAGO, IL 60625	RICHARD E. LILLIE C/O ANDERSEN & LILLIE 2001 N. CLARK - #215 CHICAGO, IL 60614	C-CONDOMINIUM	7 8	700.00 (49) ********** SPONSOR ********** JOE MOORE	400.00 91
92-3-04558	11-30-413-029	1637-39 W. CHASE CONDO. ASSN. 1637-39 W. CHASE CHICAGO, IL 60626	TOM SCHEDLER 1637-39 W. CHASE CHICAGO, IL 60626	C-CONDOMINIUM	6 6	875.00 (49) ********** SPONSOR ********** JOE MOORE	400.00 91
92-3-04559	11-31-103-040	GREENLEAF COURT CONDO ASSOC. 1624-28 GREENLEAF AVENUE CHICAGO, IL 60626	NORMA HAYDEN C/O NORMA HAYDEN 1626 GREENLEAF CHICAGO, IL 60626	C-CONDOMINIUM	8 18	1,900.00 (49) ********** SPONSOR ********** JOE MOORE	1,300.00 91
92-3-04560	11-31-213-039	GREENLEAF CONDOMINIUM ASSN. 1639 W. GREENLEAF AVENUE CHICAGO, IL 60626	NORMA HAYDEN C/O NORMA HAYDEN 1626 W. GREENLEAF CHICAGO, IL 60626	C-CONDOMINIUM	11 29	1,350.00 (49) ********** SPONSOR ********** MARY ANN SMITH	1,000.00 91
92-3-04561	11-31-226-031	FARWELL GREEN CONDOMINIUM ASSOCIATION 1425 (1431) W. FARWELL AVENUE CHICAGO, IL 60626	M. JOYCE WATTS FARWELL GREEN CONDO ASSN. 1425 W. FARWELL AVENUE CHICAGO, IL 60626	C-CONDOMINIUM	7 17	1,144.44 (49) ********** SPONSOR ********** JOE MOORE	900.00 91
92-3-04562	11-32-107-015	7120 N. SHERIDAN ROAD CONDO. ASSOCIATION 7120 N. SHERIDAN ROAD CHICAGO, IL 60626	ROBERT GARIBALDI C/O HALLMARK AND BUSINESS 2800 W. PETERSON AVENUE CHICAGO, IL 60659	C-CONDOMINIUM	7 34	2,275.00 (49) ********** SPONSOR ********** JOE MOORE	2,275.00 91
92-3-04563	11-32-110-031	GREENLEAF BEACH CONDO. CORP. 1349-55 W. GREENLEAF CHICAGO, IL 60626	NORMA HAYDEN NORMA HAYDEN 1626 W. GREENLEAF CHICAGO, IL 60626	C-CONDOMINIUM	9 36	1,992.00 (49) ********** SPONSOR ********** JOE MOORE	1,350.00 91
92-3-04564	11-32-114-010	EIGHT CAPE CONDOMINIUM ASSN. 1231-37 W. LUNT CHICAGO, IL 60626	NORMA HAYDEN C/O NORMA HAYDEN 1626 W. GREENLEAF - #2W CHICAGO, IL 60626	C-CONDOMINIUM	7 9	1,124.00 (49) ********** SPONSOR ********** JOE MOORE	675.00 91
92-3-04565	11-32-114-022	WISTERIA LODGE CONDO ASSOC. 1311 W. LUNT CHICAGO, IL 60626	JOSEPH NIMROD 1761 GLENVIEW GLENVIEW, IL 60025	C-CONDOMINIUM	3 9	754.00 (49) ********** SPONSOR ********** JOE MOORE	675.00 91
92-3-04566	11-32-121-021	1441 W. FARWELL CONDO. ASSN. 1441 W. FARWELL CHICAGO, IL 60626	NORMA HAYDEN C/O NORMA HAYDEN 1626 W. GREENLEAF - #2W CHICAGO, IL 60626	C-CONDOMINIUM	5 23	1,920.00 (49) ********** SPONSOR ********** JOE MOORE	1,350.00 91

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92-3-0467	11-32-304-026 PRATT-LARE CONDOMINIUM ASSN. 1321-23 W. PRATT BLVD. CHICAGO, IL 60626	GLORIA KRIEGER 1321-23 W. PRATT BLVD. CHICAGO, IL 60626	C-ANNUAL	3 6	795.00 (49)	450.00 91
				********** SPONSOR ********** JOE MOORE		
92-3-0468	11-32-311-028 TIFFANY SQUARE CONDO ASSOC. 6620-22 N GLENWOOD CHICAGO, IL 60626	ROBERT MOREEN C/O ROBERT MOREEN 1833 W. FARWELL CHGO., IL 60626	C-ANNUAL	6 6	1,242.60 (49)	450.00 91
				********** SPONSOR ********** JOE MOORE		
92-3-0469	11-32-312-016 6625-27 NORTH GLENWOOD CONDO ASSOCIATION 6627 N. GLENWOOD CHICAGO, IL 60626	DALE HACKBARTH ASSOCIATION 6627 N. GLENWOOD CHICAGO, IL 60626	C-ANNUAL	11 6	700.00 (49)	450.00 91
				********** SPONSOR ********** JOE MOORE		
92-3-0470	11-32-313-038 1246-48 W. ALBION CONDOMINIUM ASSN. 1246-48 W. ALBION CHICAGO, IL 60626	DAVID JUSTIN C/O KATHLEEN MCKENNA 1246 W. ALBION CHICAGO, IL 60626	C-ANNUAL	7 6	1,120.00 (49)	450.00 91
				********** SPONSOR ********** JOE MOORE		
92-3-0471	11-32-318-015 GLENWOOD HOMES CONDO ASSOC. 6569-71 GLENWOOD AVENUE CHICAGO, IL 60626	SANDRA DIXON 6569-71 GLENWOOD AVENUE CHICAGO, IL 60626	C-ANNUAL	12 6	1,091.20 (49)	450.00 91
				********** SPONSOR ********** JOE MOORE		
92-3-0472	11-32-327-009 NEWGARD SQUARE CONDOMINIUM ASSOCIATION 6417-23 N.NEWGARD CHICAGO, IL 60626	PAMELA FERRIS ASSOCIATION 6423 N. NEWGARD CHICAGO, IL 60626	C-ANNUAL	5 12	1,158.88 (49)	900.00 91
				********** SPONSOR ********** JOE MOORE		
92-3-0473	11-32-327-028 6410-12 CONDOMINIUM ASSOC. 6410-12 N. GLENWOOD CHICAGO, IL 60626	PATRICIA MOSLEY 6410-12 N. GLENWOOD CHICAGO, IL 60626	C-ANNUAL	7 6	786.17 (49)	450.00 91
				********** SPONSOR ********** JOE MOORE		
92-3-0474	11-32-400-037 1050 W. COLUMBIA CONDO ASSOC. 1050 W. COLUMBIA CHICAGO, IL 60626	V.R. DALEY C/O DALEY MANAGEMENT 77 W. WASHINGTON CHGO., IL 60602	C-ANNUAL	7 30	2,424.00 (49)	2,250.00 91
				********** SPONSOR ********** JOE MOORE		
92-3-0475	11-32-401-044 NORTH SHORE 60E. CONDO. ASSN. 1062-64 W. NORTH SHORE CHICAGO, IL 60626	HARRY RILEY 1062-64 W. NORTH SHORE CHICAGO, IL 60626	C-ANNUAL	11 7	1,162.16 (49)	525.00 91
				********** SPONSOR ********** JOE MOORE		
92-3-0476	11-32-401-045 1054-56 W. NORTH SHORE CONDO ASSOCIATION 1054 W. NORTH SHORE - #2E CHICAGO, IL 60626	SANDRA TAMILLON ASSOCIATION 1054 W. NORTH SHORE - #2E CHICAGO, IL 60626	C-ANNUAL	8 6	1,632.00 (49)	450.00 91
				********** SPONSOR ********** JOE MOORE		

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92-3-0477	11-33-402-035	NORTH SHORE BEACH CONDO. ASSN. 1059-1103 W. NORTH SHORE CHICAGO, IL 60626	RICHARD LILLIE C/O ANDERSEN AND LILLIE 7001 N. CLARK ST.-SUITE 215 CHICAGO, IL 60626	C-ANNUAL	6 19	1,196.96 (49) ********** SPONSOR ********** JOE MOORE	1,196.96 91
92-3-0478	11-33-423-019	1116-18 LOYOLA CONDO ASSC. 1116 LOYOLA CHICAGO, IL 60626	JACK KATZ C/O JACK KATZ 6 WILLIAMSBURG RD. EVANSTON, IL 60203	C-ANNUAL	2 10	654.00 (49) ********** SPONSOR ********** JOE MOORE	654.00 91
92-3-0479	13-15-413-026	KEYSTONE GARDENS CONDOMINIUM ASSOCIATION #1 4219 N. KEYSTONE AVENUE CHICAGO, IL 60641	DOROTHY GOOS C/O DORTHY GOOS 4219 N. KEYSTONE AVENUE CHICAGO, IL 60641	C-ANNUAL	6 24	3,405.00 (45) ********** SPONSOR ********** PATRICK J. LEVAR	1,800.00 91
92-3-0480	13-19-200-037	HEATHER TERRACE CONDO. ASSN. 6701-05 W. IRVING PARK RD. CHICAGO, IL 60634	EUGENE BELMONTE C/O EUGENE BELMONTE 6701 W. IRVING PARK RD. CHICAGO, IL 60634	C-ANNUAL	6 22	2,480.00 (38) ********** SPONSOR ********** THOMAS W. CULLERTON	1,650.00 91
92-3-0481	14-05-207-009	SHERIDAN LAKE-SIDE CONDO. ASSOC. 6249-59 N. SHERIDAN ROAD CHICAGO, IL 60660	PATTI CRULL REALMARK GROUP LTD. 1165 N. CLARK STREET STE 300 CHICAGO, IL 60610	C-ANNUAL	6 58	2,938.60 (49) ********** SPONSOR ********** JOE MOORE	2,938.60 91
92-3-0482	14-06-109-015	TWIN GABLES CONDOMINIUM ASSN. 2300 W. GRANVILLE CHICAGO, IL 60659	SAUNDRA SCHROUD C/O SAUNDRA SCHROUD 2300 W. GRANVILLE CHICAGO, IL 60659	C-ANNUAL	7 20	1,800.00 (50) ********** SPONSOR ********** BERNARD L. STONE	1,500.00 91
92-3-0483	14-06-213-014	WINCHESTER-HOOD CO-OP EXT.B 1908-22 W. HOOD CHICAGO, IL 60660	LEE GRIER HALLMARK & JOHNSON PROP. LTD. 2600 W. PETERSON AVENUE CHICAGO, IL 60659	C-ANNUAL	8 72	3,368.00 (50) ********** SPONSOR ********** BERNARD L. STONE	3,368.00 91
92-3-0484	14-21-106-036	WAVELAND COURTS CONDO ASSOC. 636-40 W. WAVELAND CHICAGO, IL 60613	SHARON SCHINGOETHE C/O WOLIN-LEVIN, INC. 505 N. LASALLE ST-SUITE 350 CHICAGO, IL 60610	C-ANNUAL	10 50	4,170.00 (46) ********** SPONSOR ********** HELEN SHILLER	3,750.00 91
92-3-0485	14-21-112-013	527-37 W. BROMPTON CONDOMINIUM ASSOCIATION 527-37 W. BROMPTON CHICAGO, IL 60657	SHARON SCHINGOETHE C/O WOLIN-LEVIN 505 N. LASALLE-SUITE350 CHICAGO, IL 60610	C-ANNUAL	7 28	1,952.46 (46) ********** SPONSOR ********** HELEN SHILLER	1,952.46 91
92-3-0486	14-21-302-030	700 CORNELIA CONDOMINIUM ASSN. 700 W. CORNELIA CHICAGO, IL 60657	PAUL GRENCHIK C/O PAUL GRENCHIK 700 W. CORNELIA CHICAGO, IL 60657	C-ANNUAL	6 6	651.27 (46) ********** SPONSOR ********** HELEN SHILLER	450.00 91

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92-3-0487	14-21-302-033	BROADMORE CONDOMINIUM ASSN. 737-739 W. BROMPTON CHICAGO, IL 60657	RICHARD OLDSHUE 737-739 W. BROMPTON CHICAGO, IL 60657	C-ANNUAL	2 9	957.50 (46) ********** SPONSOR ********** HELEN SHILLER	675.00 91
92-3-0488	14-28-309-030	PINE GROVE CONDOMINIUM ASSN. 2722-30 N. PINE GROVE CHICAGO, IL 60614	JEANNIE JOSEPH C/O WOLIN-LEVIN 505 N. LASALLE ST.,SUITE 350 CHICAGO, IL 60610	C-ANNUAL	3 21	2,220.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	1,575.00 91
92-3-0489	14-28-309-032	HAMPDEN COURT CONDOMINIUM ASSN 2743-49 HAMPDEN COURT CHICAGO, IL 60614	JEANNE JOSEPH C/O WOLIN-LEVIN 505 N LA SALLE CHICAGO, IL 60602	C-ANNUAL	5 23	2,220.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	1,725.00 91
92-3-0490	14-28-318-078	MARLBOROUGH CONDO. ASSN. 400 W. DEMING PLACE CHICAGO, IL 60614	BOB LEVIN C/O WOLIN-LEVIN, INC. 505 N. LASALLE-SUITE 350 CHICAGO, IL 60610	C-ANNUAL	4 105	7,980.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	7,875.00 91
92-3-0491	14-28-320-031	PARKSIDE MANOR CONDO ASSOC. 456-58 ROSLYN PLACE CHICAGO, IL 60614	PAT STANKARD 456-58 ROSLYN PLACE CHICAGO, IL 60614	C-ANNUAL	4 6	1,840.60 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	450.00 91
92-3-0492	14-28-322-009	2450 N. LAKEVIEW CONDO. ASSN. 2450 N. LAKEVIEW CHICAGO, IL 60614	BOB LEVIN C/O WOLIN-LEVIN 505 N. LASALLE-SUITE 350 CHICAGO, IL 60610	C-ANNUAL	5 11	1,057.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	825.00 91
92-3-0493	14-28-322-015	2440 N. LAKEVIEW COOP APTS. 2440 N. LAKEVIEW AVE. CHICAGO, IL 60614	BOB LEVIN C/O WOLIN LEVIN, INC. 505 N. LASALLE-SUITE 350 CHGO., IL 60610	C-ANNUAL	6 104	3,150.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	3,150.00 91
92-3-0494	14-28-322-017	2430 N. LAKEVIEW AVE. CO-OP 2430 N. LAKEVIEW CHICAGO, IL 60614	BOB LEVIN C/O WOLIN LEVIN INC. 505 N. LASALLE-SUITE 350 CHICAGO, IL 60610	C-ANNUAL	6 486	1,764.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	1,764.00 91
92-3-0495	14-29-422-035	SODA POP FACTORY CONDO. ASSN. 1001 ALTGELD CHICAGO, IL 60614	JEANNE JOSEPH C/O WOLIN-LEVIN 505 N. LASALLE ST. CHICAGO, IL 60610	C-ANNUAL	3 9	1,050.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	675.00 91
92-3-0496	14-32-127-040	DICKENS PLACE CONDO. ASSN. 2100 N. RACINE CHICAGO, IL 60614	JEANNE JOSEPH C/O WOLIN-LEVIN 505 N. LASALLE CHICAGO, IL 60610	C-ANNUAL	3 25	1,428.25 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	1,428.25 91

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92-3-0497	14-32-413-059	WILLOW-DAYTON CONDOMINIUM ASSN 1024 N. DAYTON CHICAGO, IL 60614	WALTER DEDMOND C/O WOLIN LEVIN, INC. 505 N. LASALLE-SUITE 350 CHICAGO, IL 60610	C-ANNUAL	7 41	10,098.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	3,075.00 91
92-3-0498	14-33-125-044	DICKENS COURT CONDOMINIUM ASSN 747-57 W. DICKENS CHICAGO, IL 60614	MAGGIE PFISTER C/O WOLIN-LEVIN 505 N. LA SALLE CHICAGO, IL 60614	C-ANNUAL	5 42	3,522.99 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	3,150.00 91
92-3-0499	14-33-201-015	AZTEC CONDOMINIUM ASSOCIATION 305 W. FULLERTON CHICAGO, IL 60614	JEANNE JOSEPH C/O SOLAR REALTY GROUP 505 N. LASALLE CHICAGO, IL 60610	C-ANNUAL	4 16	5,557.20 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	1,200.00 91
92-3-0500	14-33-201-016	2309-19 COMMONWEALTH CONDO. ASSOCIATION 2309-19 COMMONWEALTH CHICAGO, IL 60614	JEANNE JOSEPH C/O WOLIN-LEVIN 505 N. LASALLE ST. CHICAGO, IL 60610	C-ANNUAL	7 31	2,154.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	2,154.00 91
92-3-0501	14-33-201-017	BELDEN-COMMONWEALTH CONDO. ASSOCIATION 322 W. BELDEN CHICAGO, IL 60614	JEANNIE JOSEPH WOLIN-LEVIN 505 N. LASALLE, SUITE 350 CHICAGO, IL 60610	C-ANNUAL	7 12	2,154.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	900.00 91
92-3-0502	14-33-201-020	THE BRIGHTON OF LINCOLN PARK CONDOMINIUM ASSOCIATION 2322-2330 N. LINCOLN PARK WEST CHICAGO, IL 60614	GRACE DONATELLO C/O THE REALMARK GROUP LTD. 1165 N. CLARK STREET CHICAGO, IL 60610	C-ANNUAL	7 73	2,873.32 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	2,873.32 91
92-3-0503	14-33-302-126	ARMITAGE-HOWE CONDOMINIUM ASSN 635-39 W. ARMITAGE CHICAGO, IL 60614	JEANNE JOSEPH C/O WOLIN-LEVIN 505 N. LASALLE-SUITE 350 CHICAGO, IL 60610	C-ANNUAL	6 15	1,900.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	1,125.00 91
92-3-0504	14-33-311-053	HUDSON PLACE CONDOMINIUM ASSN. 1939 55 N. HUDSON CHICAGO, IL 60614	BOB LEVIN C/O WOLIN-LEVIN, INC. 505 N. LASALLE SUITE 350 CHICAGO, IL 60610	C-ANNUAL	5 21	2,986.16 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	1,575.00 91
92-3-0505	14-33-313-048	1640-48 NORTH BURLING CONDO. ASSOCIATION 1640-48 N. BURLING CHICAGO, IL 60614	PATTI CRULL REALMARK GROUP,LTD 1165 N. CLARK ST. STE 313 CHICAGO, IL 60610	C-ANNUAL	7 10	1,342.00 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	750.00 91
92-3-0506	14-33-317-045	EUGENIE PARK CONDOMINIUM 1943 N. LARRABEE CHICAGO, IL 60614	RONALD HEILBRUNN C/O WOLIN-LEVIN 505 N. LASALLE-SUITE 350 CHICAGO, IL 60610	C-ANNUAL	7 32	2,297.68 (43) ********** SPONSOR ********** EDWIN W.. EISENDRATH	2,297.68 91

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92-3-0507	14-33-325-009	LARRABEE COMMONS CONDOMINIUM ASSOCIATION 1606 N. LARRABEE CHICAGO, IL 60614	RONALD HEILBRUNN C/O WOLIN-LEVIN 505 N. LASALLE-SUITE 350 CHICAGO, IL 60610	C-ANNUAL	4 49	4,011.68 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	3,675.00 91
92-3-0508	14-33-330-014	ST. MICHAEL'S HOMEOWNERS CONDOMINIUM ASSOCIATION 1660 N. HUDSON CHICAGO, IL 60614	RONALD HEILBRUNN C/O WOLIN-LEVIN, INC. 505 N. LASALLE CHICAGO, IL 60610	C-ANNUAL	2 97	6,286.80 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	6,286.80 91
92-3-0509	14-33-414-051	EUGENIE TERRACE TOWNHOMES CONDOMINIUM ASSOCIATION 150 W. EUGENIE CHICAGO, IL 60614	RONALD HEILBRUNN C/O WOLIN-LEVIN 505 N LA SALLE, SUITE 350 CHICAGO, IL 60614	C-ANNUAL	3 51	6,480.00 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	3,825.00 91
92-3-0510	14-33-422-070	CHICAGO-CONCORD LANE CONDO. ASSOCIATION 201-46 CONCORD LANE CHICAGO, IL 60614	WALTER DEDMOND WOLIN-LEVIN, INC. 505 N. LASALLE SUITE 350 CHICAGO, IL 60610	C-ANNUAL	4 20	2,750.28 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	1,500.00 91
92-3-0511	17-03-101-027	PARK ASTOR CONDOMINIUM ASSOCIATION 1515 NORTH ASTOR STREET CHICAGO, IL 60610	RAY FAUCHER C/O SUDLER MARLING INC 875 N. MICHIGAN AVENUE-RM3250 CHICAGO, IL 60611	C-ANNUAL	10 67	1,393.20 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	1,393.20 91
92-3-0512	17-03-101-028	1555 N. ASTOR CONDOMINIUM 1555 N. ASTOR CHICAGO, IL 60610	MARJORIE SWIFT 1555 N. ASTOR CHICAGO, IL 60610	C-ANNUAL	6 114	6,630.00 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	6,630.00 91
92-3-0513	17-03-106-028	ASTOR TOWERS CONDO. ASSOC. 1300 ASTOR CHICAGO, IL 60610	RON HEILBRAUN C/O WOLIN-LEVIN 505 N. LASALLE, SUITE 350 CHICAGO, IL 60610	C-ANNUAL	6 75	4,657.32 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	4,657.32 91
92-3-0514	17-03-107-020	ASTOR-BANKS CONDOMINUM ASSN. 1325 N. ASTOR STREET CHICAGO, IL 60610	ROBERT S. GRAF C/O SUDLER AND COMPANY 875 N. MICHIGAN AVENUE CHICAGO, IL 60611	C-ANNUAL	9 12	2,100.00 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	900.00 91
92-3-0515	17-03-111-009	1240 CONDOMINIUM ASSOCIATION 1240 N. LAKE SHORE DRIVE CHICAGO, IL 60610	KENNETH ORTIZ C/O PROPERTY SERVICES 413 W. NORTH AVE.-P.O.BOX10482 CHICAGO, IL 60610	C-ANNUAL	7 59	5,728.00 (42) ********** SPONSOR ********** BURTON F. NATARUS	4,425.00 91
92-3-0516	17-03-208-008	999 LAKE SHORE DRIVE CORP 999 N. LAKE SHORE DRIVE CHICAGO, IL 60611	NICHOLAS FURIO C/O SUDLER AND COMPANY 875 N. MICHIGAN AVENUE CHICAGO, IL 60611	C-ANNUAL	7 18	5,161.20 (42) ********** SPONSOR ********** BURTON F. NATARUS	1,350.00 91

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER----EDIT
MEETING DATE 7/29/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	**** PIN ****	******** DESCRIPTION **********	********** PAYEE **********		RES. # UNITS	REQUESTED AMOUNT	PAID AMOUNT
92-3-0517	17-04-211-033	THE BROWNSTONE CONDOMINIUMS 1440 NORTH STATE PARKWAY CHICAGO, IL 60614	BOB LEVIN C/O WOLIN-LEVIN 505 N. LA SALLE, SUITE 350 CHICAGO, IL 60610	C-ANNUAL	8 75	4,402.44 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	4,402.44 91
92-3-0516	17-04-211-034	1415 DEARBORN PKWY CONDO ASSOC 1415 N. DEARBORN PARKWAY CHICAGO, IL 60610	KENNETH ORTIZ C/O PROPERTY SERVICES INC. 413 W. NORTH AVENUE CHICAGO, IL 60610	C-ANNUAL	8 95	7,656.00 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	7,125.00 91
92-3-0519	17-04-211-035	1400 STATE PARKWAY CONDOMINIUM 1400 STATE PARKWAY CHICAGO, IL 60610	KIMBERLI WOLFFIS C/O SUDLER NAGY, INC. 875 N. MICHIGAN AVENUE, #3250 CHICAGO, IL 60611	C-ANNUAL	10 96	3,780.00 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	3,780.00 91
92-3-0520	17-04-218-036	1350 N. STATE PARKWAY CONDO. 1350 N. STATE PARKWAY CHICAGO, IL 60614	KENT MANNING C/O KENT MANNING 1350 N. STATE PARKWAY CHICAGO, IL 60610	C-ANNUAL	6 8	2,149.50 (43) ********** SPONSOR ********** EDWIN W., EISENDRATH	600.00 91
92-3-0521	17-04-224-048	1245 N. DEARBORN CONDO. ASSN. 1245 N. DEARBORN CHICAGO, IL 60611	BOB LEVIN C/O WOLIN-LEVIN 505 N. LASALLE - SUITE 350 CHICAGO, IL 60610	C-ANNUAL	6 10	1,157.00 (42) ********** SPONSOR ********** BURTON F. NATARUS	750.00 91

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
VOUCHER REGISTER------EDIT
MEETING DATE 7/29/92 PERIOD 1992 CODE/S A,B,C

VOUCHER	**** PIN ****	********** DESCRIPTION **********	********** PAYEE **********	RES. # UNITS	REQUESTED AMOUNT	PAID AMOUNT
*** TOTAL PAID ***		153,312.35	*** TOTAL PROCESSED ***	85		
*** TOTAL BUDGETED ***		200,000.00				

(Continued from page 19695)

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 amounts to be paid in full as follows, and charged to Account Number 314-99-2005-9128-0938:

[List of claimants printed on pages 19707 through 19723 of this Journal.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABEZETIAN, NOYEMI	9-36-419-108-1021	41 DOHERTY	50.00
ABRAMCHIK, MICHAEL	10-36-117-015-1011	50 STONE	50.00
ABROMOWITZ, FLORENCE	14-06-214-017-0000	50 STONE	50.00
ACERENZA, ANTOINETTE	12-11-119-020-1023	41 DOHERTY	50.00
ADAMS, MARGUERITE A.	13-15-412-026-1022	45 LEVAR	50.00
ALDERSON, NATHALIE	20-34-413-024-0000	06 STEELE	50.00
ALEXANDER, LEONA	21-30-114-029-1095	05 BLOOM	50.00
ALTEMUS, MARION L.	13-16-117-042-1006	45 LEVAR	50.00
ALTKORN, RICHARD	10-36-100-011-1213	50 STONE	50.00
AMENT, SIDNEY	10-36-100-011-1092	50 STONE	50.00
ANDER, ROSE	10-36-117-015-1067	50 STONE	50.00
ANDERSON, DOROTHY	20-12-108-039-1108	04 PRECKWINKLE	50.00
ANDERSON, FRANK	20-11-206-058-0000	04 PRECKWINKLE	50.00
ANDERSON, LUCILLE K.	10-36-206-025-0000	50 STONE	50.00
APPLEGATE, JAMES	17-10-200-065-1190	42 NATARUS	50.00
ARCARA, YOLANDA	12-11-116-030-1027	41 DOHERTY	50.00
ARCHER, SAMUEL	20-34-413-024-0000	06 STEELE	50.00
ARLIN, ROSE	11-31-301-037-0000	50 STONE	50.00
ARON, FRED	14-06-218-014-1049	50 STONE	50.00
ARON, HARRY	10-36-118-005-1011	50 STONE	50.00
ARONSON, BLANCHE E.	17-03-227-022-1158	42 NATARUS	50.00
ARONSON, SYLVIA	14-05-203-011-1255	49 MOORE	50.00
ASSIMOS, ANGELINE	14-05-315-005-0000	48 SMITH	50.00
ASTRO, SYLVIA	20-12-100-003-1098	04 PRECKWINKLE	50.00
ATKINS, ANNIE	20-24-408-025-0000	05 BLOOM	50.00
ATLAS, CHARLOTTE E.	14-06-214-017-0000	50 STONE	50.00
AUGUST, REBECCA	14-21-110-020-1129	46 SHILLER	50.00
BACHRACH, JOSEPH	10-36-117-015-1046	50 STONE	50.00
BAKER, JOSEPHINE	14-20-214-018-0000	46 SHILLER	50.00
BALL, DONALD R.	10-36-206-025-0000	50 STONE	50.00
BALON, ANTHONY T.	12-12-202-085-1005	41 DOHERTY	50.00
BANK, MARJI D.	14-21-106-017-0000	46 SHILLER	50.00
BANNER, MARIAN & PAUL	17-03-221-004-0000	42 NATARUS	50.00
BARACH, NATHAN	10-36-117-015-1053	50 STONE	50.00
BARAZ, MARSHALL J.	17-03-111-009-1018	42 NATARUS	50.00
BARBORKA, WILLIAM V.	17-04-218-032-0000	43 EISENDRATH	50.00
BARKER, ELEANOR	14-08-417-050-1038	48 SMITH	50.00
BARLOW, HELEN L.	14-20-214-018-0000	46 SHILLER	50.00
BARON, FREDA	14-06-213-014-0000	50 STONE	50.00
BARRY, JEANNE M.	17-16-419-004-1118	01 MAZOLA	50.00
BARRY, VIVIAN J.	10-36-206-025-0000	50 STONE	50.00
BATTLE, MABLE	20-34-413-024-0000	06 STEELE	50.00
BEAL, RUFUS D.	20-11-109-010-0000	04 PRECKWINKLE	50.00
BECKER, GUSSIE	10-36-119-003-1170	50 STONE	50.00
BELL, IDA	20-34-413-024-0000	06 STEELE	50.00
BELL, JOHN	20-34-413-024-0000	06 STEELE	50.00
BELLACK, DANIEL E.	17-03-104-017-0000	42 NATARUS	50.00
BENENSOHN, CECELIA	14-21-112-010-0000	43 EISENDRATH	50.00
BENN, LOFTIS	20-34-413-024-0000	06 STEELE	50.00
BERGER, ALBERT	13-12-114-046-0000	40 O'CONNOR	50.00
BERKS, FAE	14-05-203-011-1087	49 MOORE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BERMAN, TANIA	14-28-200-004-1179	44 HANSEN	50.00
BERNER, OSCAR	10-36-117-015-1022	50 STONE	50.00
BERNIK, JOSEPH	17-03-221-004-0000	42 NATARUS	50.00
BIAGI, CATHERINE	19-15-230-058-0000	13 MADRZYK	50.00
BIEDO, ROSE	9-36-112-029-1023	41 DOHERTY	50.00
BIEGANSKI, BERNYCE R.	17-16-419-004-1186	01 MAZOLA	50.00
BIELEWICZ, BERNICE M.	17-10-401-005-1060	01 MAZOLA	50.00
BIENIEK, STEPHANY	19-08-424-135-1011	23 LASKI	50.00
BILANSKI, JOSEPHINE	13-16-117-042-1020	45 LEVAR	50.00
BILLINGER, IRENE L.	14-20-214-018-0000	46 SHILLER	50.00
BISHOP, EUNICE	20-34-413-024-0000	06 STEELE	50.00
BITTENBINDER, CHRISTOPH	13-09-328-067-1002	45 LEVAR	50.00
BLANKENSHIP, GRACE	9-36-112-029-1017	41 DOHERTY	50.00
BLASINGAME, FRANCIS J.	17-03-104-017-0000	42 NATARUS	50.00
BOINEY, DOROTHY J.	17-09-410-014-1260	42 NATARUS	50.00
BOETTCHER, DOROTHY J.	13-09-328-058-1002	45 LEVAR	50.00
BOGERT, GEORGE T.	14-28-322-015-0000	43 EISENDRATH	50.00
BORCHARDT, BRUNO	12-24-400-041-1009	36 BANKS	50.00
BORCHARDT, EMMA P.	13-16-117-027-0000	45 LEVAR	50.00
BORESS, JULIUS M.	13-12-121-051-0000	40 O'CONNOR	50.00
BOYANSKY, GRACE AND JACK	10-36-119-003-1128	50 STONE	50.00
BOYCE, MARY	19-23-308-041-1007	13 MADRZYK	50.00
BOZIN, JOHN L.	14-21-301-007-0000	46 SHILLER	50.00
BRADLEY, GEORGE	17-03-226-065-1238	42 NATARUS	50.00
BRADSHAW, EDWYNNE G.	20-13-103-009-0000	05 BLOOM	50.00
BRADSHAW, NEZELLE	20-34-413-024-0000	06 STEELE	50.00
BRAM, SEDELLE	10-36-117-015-1069	50 STONE	50.00
BREWER, ELIZABETH	20-23-410-029-0000	20 TROUTMAN	50.00
BREWSTER, LAURIE D.	14-20-214-018-0000	46 SHILLER	50.00
BREWTON, LOIS M.	20-03-119-017-0000	02 RUSH	50.00
BRIGHT, ROSE	20-34-413-024-0000	06 STEELE	50.00
BRINZAN, ANNA	19-15-228-082-0000	13 MADRZYK	50.00
BROADWAY, THELMA	20-34-413-024-0000	06 STEELE	50.00
BRODE, GEORGE	14-28-200-004-1129	44 HANSEN	50.00
BROWN, ALBERT B.	20-11-206-058-0000	04 PRECKWINKLE	50.00
BROWN, BAIRD	14-28-322-015-0000	43 EISENDRATH	50.00
BROWN, CECIL T.	17-10-401-005-1083	01 MAZOLA	50.00
BROWN, DONALD D.	17-10-401-005-1067	01 MAZOLA	50.00
BROWN, WALTER	20-34-413-024-0000	06 STEELE	50.00
BROWN, WILLIE	20-34-413-024-0000	06 STEELE	50.00
BRUCKNER, ALFRED	13-12-231-051-1005	40 O'CONNOR	50.00
BRYG, VICTORIA	19-15-228-095-0000	13 MADRZYK	50.00
BUCHANAN, BIRDIS	20-34-413-024-0000	06 STEELE	50.00
BUFFENS, DELLE	14-21-112-010-0000	44 HANSEN	50.00
BUKAR, AGNES	13-16-117-042-1019	45 LEVAR	50.00
BULLOCK, ELLA	20-34-413-024-0000	06 STEELE	50.00
BUNDZA, ANN	14-20-214-018-0000	46 SHILLER	50.00
BURBULIS, CHRISTINE K.	17-03-104-017-0000	42 NATARUS	50.00
BURLAK, GENEVIEVE	12-12-202-085-1010	41 DOHERTY	50.00
BURNS, BEN	10-36-206-025-0000	50 STONE	50.00
BURNS, SONYA	20-11-206-058-0000	04 PRECKWINKLE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BUTCHER, HENRIETTA	25-18-206-033-0000	19 RUGAI	50.00
BUTLER, MARY ELLEN	17-10-401-005-1457	01 MAZOLA	50.00
CAHILL, BERNICE	17-16-419-004-1019	01 MAZOLA	50.00
CALDWELL, ELEANOR	14-21-110-020-1538	46 SHILLER	50.00
CALLAHAN, FRANCES	19-19-209-039-1004	23 LASKI	50.00
CALVELLO, MICHAEL	13-31-107-024-1118	36 BANKS	50.00
CAMERON, LUTHER	20-34-413-024-0000	06 STEELE	50.00
CANADY, LAYMON	20-34-413-024-0000	06 STEELE	50.00
CARBONE, EUGENE J.	13-16-117-042-1001	45 LEVAR	50.00
CASEY, EDWARD	20-34-413-024-0000	06 STEELE	50.00
CASSON, AUDREY	14-08-203-015-1139	48 SMITH	50.00
CAVANAUGH, ROLAND & FLORENCE	13-15-411-025-1005	45 LEVAR	50.00
CHARLESTON, ONEITA	20-34-413-024-0000	06 STEELE	50.00
CHARNOTA, WILLIAM	13-31-124-050-1009	36 BANKS	50.00
CHECKER, BEATRICE	10-36-117-015-1007	50 STONE	50.00
CHRISTENSEN, CARL J	13-31-107-024-1021	36 BANKS	50.00
CITKO, STANLEY C.	13-16-117-042-1008	45 LEVAR	50.00
CLINE, KENNETH	14-06-214-017-0000	50 STONE	50.00
COBURN, AIDA	17-03-220-020-1031	42 MATARUS	50.00
COEN, MILTON	14-05-403-021-1121	48 SMITH	50.00
COFFEY, HELEN	13-31-107-024-1014	36 BANKS	50.00
COHEN, HELEN	10-36-117-015-1041	50 STONE	50.00
COHEN, MADELEINE	17-03-220-020-1068	42 MATARUS	50.00
COHN, CARL M.	20-12-113-046-1006	05 BLOOM	50.00
COHN, VELMA	13-12-220-033-0000	40 O'CONNOR	50.00
COLLINS, MARGARET	20-34-413-024-0000	06 STEELE	50.00
CONRAD, CHARLES	17-03-222-020-0000	42 MATARUS	50.00
CONSTABLE, SALLY	14-05-403-021-1102	48 SMITH	50.00
CONWAY, ROSEMARY	25-18-206-033-0000	19 RUGAI	50.00
COOPER, ROBERT J.	10-36-206-025-0000	50 STONE	50.00
CORCORAN, MARIE	17-03-101-022-0000	43 EISENDRATH	50.00
COX, ALICE B.	14-20-214-018-0000	46 SHILLER	50.00
CRANE, GERALD H.	14-21-106-017-0000	46 SHILLER	50.00
CRISPINO, CARMELA J.	13-31-118-037-1010	36 BANKS	50.00
CRITCHFIELD, WALLACE	11-31-106-021-1017	50 STONE	50.00
CULLEN, VERA C.	13-08-313-019-1010	45 LEVAR	50.00
CULLNAN, MYRTLE	14-28-203-027-1016	44 HANSEN	50.00
CURETON, LEONARD	20-34-413-024-0000	06 STEELE	50.00
CURRAN, JOSEPHINE G.	9-36-112-029-1020	41 DOHERTY	50.00
CURRY, MARY S.	20-03-119-017-0000	02 RUSH	50.00
DAMAN, JOSEPH	14-21-110-020-1096	46 SHILLER	50.00
DANGLER, DAVID W.	17-04-218-032-0000	43 EISENDRATH	50.00
DANIELS, JACK AND BEVERLY	20-12-100-003-1596	04 PRECKWINKLE	50.00
DAUGIRDA, MILDA A.	13-08-313-019-1014	45 LEVAR	50.00
DAVIS, HENRY	20-34-413-024-0000	06 STEELE	50.00
DAVIS, MATTIE	14-20-214-018-0000	46 SHILLER	50.00
DAVIS, MEYER	20-13-103-009-0000	05 BLOOM	50.00
DAVIS, NATHAN	20-12-113-046-1003	05 BLOOM	50.00
DAWSON, HANLEY	17-03-101-022-0000	43 EISENDRATH	50.00
DEANGELO, JOANNE	12-11-116-030-1031	41 DOHERTY	50.00
DEITCH, CELLA	10-36-117-015-1050	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
DELAPAZ, DONNA	17-03-222-018-0000	42 NATARUS	50.00
DEMARTINO, RUTH	13-09-328-060-1014	45 LEVAR	50.00
DERKOWSKA, LEOKADIA	13-09-328-059-1011	45 LEVAR	50.00
DEVRIES, CATHERINE	13-15-411-026-1017	45 LEVAR	50.00
DHEIN, DOROTHY G.	13-16-117-042-1002	45 LEVAR	50.00
DILLON, WILLIAM A.	17-03-114-003-1064	42 NATARUS	50.00
DIMITROV, VERA	14-05-211-021-1137	48 SMITH	50.00
DOBKIN, AL	14-21-306-038-1057	44 HANSEN	50.00
DOERING, LOUIS H.	12-12-202-085-1016	41 DOHERTY	50.00
DOMENAS, PAUL & JULIA	19-23-308-041-1001	13 MADRZYK	50.00
DOUGHERTY, MARY L.	12-12-202-085-1003	41 DOHERTY	50.00
DOUGLAS, EDNA	20-23-409-052-0000	20 TROUTMAN	50.00
DREHER, LILLIAN M.	17-10-401-005-1266	01 MAZOLA	50.00
DRURY, MELVIN	14-05-407-016-1101	48 SMITH	50.00
DRY, FLORENCE	17-03-226-065-1114	42 NATARUS	50.00
DUBIN, EUGENE A.	14-21-106-017-0000	46 SHILLER	50.00
DUBOIS, CHARLES P.	20-34-413-024-0000	06 STEELE	50.00
DUBOSE, DOLARITE	20-34-413-024-0000	06 STEELE	50.00
DUBOW, SAM	10-36-117-015-1010	50 STONE	50.00
DUCHIN, WILLIAM T.	12-12-202-085-1015	41 DOHERTY	50.00
DUDEK, ANNA	13-08-430-080-1012	45 LEVAR	50.00
DUKE, EDWARD D.	14-05-215-017-1371	48 SMITH	50.00
DUNBAR, ELEANOR E	13-31-107-024-1124	36 BANKS	50.00
DUNDON, KATHRYN	17-09-410-014-1614	42 NATARUS	50.00
DUNHAM, HELEN M.	17-03-104-017-0000	42 NATARUS	50.00
DUNSKY, PAULINE	17-10-401-005-1319	01 MAZOLA	50.00
DVORAK, ROSE A.	19-08-424-135-1007	23 LASKI	50.00
DZIATKIEWICZ, MATTHEW	19-26-114-002-0000	13 MADRZYK	50.00
ECKHART, HELEN	17-03-208-002-0000	42 NATARUS	50.00
EDWARDS, HAMPTON	20-34-413-024-0000	06 STEELE	50.00
EGAN, GEORGE	19-15-228-067-0000	13 MADRZYK	50.00
EMANUELE, LOUISE M.	13-06-110-050-1018	41 DOHERTY	50.00
EMERSON, NATHAN	10-36-119-003-1131	50 STONE	50.00
EPSTEIN, SIDNEY	17-03-103-024-0000	43 EISENDRATH	50.00
ERICKSON, MILDRED	14-20-214-018-0000	46 SHILLER	50.00
EVANS, EVELYN S.	20-34-413-024-0000	06 STEELE	50.00
EVANS, FRED	20-34-413-024-0000	06 STEELE	50.00
EWING, WILLIAM H.	20-34-413-024-0000	06 STEELE	50.00
EWING, WYANCIE AND MYRTLE	20-34-413-024-0000	06 STEELE	50.00
FACTOR, CLARA	10-36-119-003-1140	50 STONE	50.00
FAGAN, ABE	14-05-403-021-1119	48 SMITH	50.00
FAGIANO, LOUISE H.	12-12-202-085-1007	41 DOHERTY	50.00
FAKLIS, ANTHONY	19-15-228-090-0000	13 MADRZYK	50.00
FALSTEIN, LAWRENCE I.	14-21-106-017-0000	46 SHILLER	50.00
FAUCETT, MELBA L.	20-34-413-024-0000	06 STEELE	50.00
FAZIO, PETER	17-03-101-022-0000	43 EISENDRATH	50.00
FEIGENBERG, HY	14-28-200-004-1035	44 HANSEN	50.00
FEINBERG, MAX	13-12-220-039-0000	40 O'CONNOR	50.00
FELDMAN, BIRDYE	13-12-228-056-1004	40 O'CONNOR	50.00
FELDMAN, RUTH	10-36-117-015-1066	50 STONE	50.00
FERRO, MARY	13-31-124-050-1002	36 BANKS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
FISHER, MURIEL K.	17-03-204-064-1068	42 NATARUS	50.00
FITE, HAZEL M.	20-34-413-024-0000	06 STEELE	50.00
FLEMMING, EDWARD	13-06-110-054-1030	41 DOHERTY	50.00
FLYNN, EVELYN	19-15-228-069-0000	13 MADRZYK	50.00
FOLTA, ELEANOR	17-10-122-022-1034	42 NATARUS	50.00
FORMAN, ROBERT S.	17-03-103-028-1158	43 EISENDRATH	50.00
FORSYTH, HARRY	19-15-228-089-0000	13 MADRZYK	50.00
FRANCHE, VIRGINIA	17-03-208-002-0000	42 NATARUS	50.00
FREEMAN, ALLEN	14-28-200-004-1031	44 HANSEN	50.00
FREEMAN, MARGARET	13-31-107-024-1016	36 BANKS	50.00
FREIFELD, ROCHELLE	14-28-322-038-1013	43 EISENDRATH	50.00
FRENNA, ELIZABETH	19-15-228-087-0000	13 MADRZYK	50.00
FREY, HELENE C.	13-08-313-019-1017	45 LEVAR	50.00
FRICKE, GLADYS L.	13-08-313-019-1002	45 LEVAR	50.00
FRIEB, ADELAIDE	12-12-202-085-1021	41 DOHERTY	50.00
FRIED, JOSEF	20-14-216-002-0000	05 BLOOM	50.00
FRIEDMAN, ETHEL S.	10-36-117-015-1074	50 STONE	50.00
FRIEDMAN, LORRAINE	10-36-117-015-1006	50 STONE	50.00
FRIEDMAN, MAX	10-36-117-015-1038	50 STONE	50.00
FRIEDMAN, MOLLIE	10-36-119-003-1129	50 STONE	50.00
FRITZ-HAWKINS, MIRIAM	14-05-403-021-1053	48 SMITH	50.00
FRITZ, EMMA	10-36-206-025-0000	50 STONE	50.00
FUENFER, ZELDA	10-36-205-003-0000	50 STONE	50.00
FURIE, LEO	10-36-117-015-1015	50 STONE	50.00
GALSKY, MOLLIE	10-36-400-040-0000	50 STONE	50.00
GAMSS, CLARA	10-36-400-040-0000	50 STONE	50.00
GANSON, BETTY S.	13-15-410-033-1005	45 LEVAR	50.00
GARDNER, HOWARD	17-03-202-063-1051	42 NATARUS	50.00
GARFIN, FRANK	14-33-114-046-1029	43 EISENDRATH	50.00
GAUL, LILLIAN O.	12-12-202-085-1004	41 DOHERTY	50.00
GAVATIN, ESTER	17-03-227-018-1036	42 NATARUS	50.00
GEISER, VERONIKA	13-19-200-037-1014	38 CULLERTON	50.00
GELB, RICHARD	13-08-311-047-1008	45 LEVAR	50.00
GELLMAN, WILLIAM	14-21-112-010-0000	46 SHILLER	50.00
GELSOMINO, LOUISE A.	13-31-124-050-1001	36 BANKS	50.00
GERTZ, FRANCES & MARVIN	14-28-200-004-1030	44 HANSEN	50.00
GERTZ, GWENDOLYN	10-36-117-015-1044	50 STONE	50.00
GERWIG, HELEN N.	17-03-111-009-1006	42 NATARUS	50.00
GETZ, EMMA	17-03-101-029-1166	43 EISENDRATH	50.00
GETZ, MARIE & HELEN	13-16-117-042-1012	45 LEVAR	50.00
GIDWITZ, JANE	17-03-208-005-0000	42 NATARUS	50.00
GILLEN, LOUISE E.	19-23-308-041-1016	13 MADRZYK	50.00
GILLESPIE, VERONICA	14-21-110-020-1539	46 SHILLER	50.00
GILLUM, OSCAR	20-34-413-024-0000	06 STEELE	50.00
GINGERY, HENRY	20-34-413-024-0000	06 STEELE	50.00
GINSBURG, WILLIAM	10-36-119-003-1185	50 STONE	50.00
GIVENS, ELMER AND VERNEAL	20-34-413-024-0000	06 STEELE	50.00
GLASS, HARRY H.	14-05-407-015-1025	48 SMITH	50.00
GLENN, HELEN M.	20-14-202-076-1012	04 PRECKWINKLE	50.00
GLOWACKI, EDWARD M.	13-15-411-028-1018	45 LEVAR	50.00
GODFREY, MARSELLUS W.	20-34-413-024-0000	06 STEELE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
GOLD, ESTHER	10-36-119-003-1034	50 STONE	50.00
GOLDBARTH, FANNIE	13-12-222-059-1001	40 O'CONNOR	50.00
GOLDBERG, HERBERT	10-36-117-015-1059	50 STONE	50.00
GOLDBERG, MARVIN M.	20-13-103-009-0000	05 BLOOM	50.00
GOLDFINE, FRANCES	20-12-100-003-1631	04 PRECKWINKLE	50.00
GOLDING, EVELYN	20-12-104-002-0000	04 PRECKWINKLE	50.00
GOLDMAN, NATHAN	11-31-303-038-0000	50 STONE	50.00
GOLDSTEIN, HAROLD	17-03-208-021-1084	42 NATARUS	50.00
GOLDSTEIN, LILYAN	13-12-235-013-0000	40 O'CONNOR	50.00
GOLDSTEIN, PHILIP	14-21-110-020-1511	46 SHILLER	50.00
GOLUB, GOLDIE	17-10-401-005-1143	01 MAZOLA	50.00
GONIO, BERNICE	13-31-118-039-1012	36 BANKS	50.00
GORDON, CLARENCE	20-34-413-024-0000	06 STEELE	50.00
GORDON, EMILY	14-05-407-017-1337	48 SMITH	50.00
GORDON, RUTH	10-36-117-015-1023	50 STONE	50.00
GORDON, SYDNEY S.	17-03-220-020-1363	42 NATARUS	50.00
GORE, DOROTHY J.	17-03-103-028-1120	43 EISENDRATH	50.00
GORIN, MARIAN	14-21-306-038-1024	44 HANSEN	50.00
GOTTLIEB, EVELYN	17-03-114-003-1011	42 NATARUS	50.00
GOULD, HELEN	14-28-201-015-1117	44 HANSEN	50.00
GRAFTON, MELVA	20-34-413-024-0000	06 STEELE	50.00
GRAHAM, CARRIE	20-11-109-010-0000	04 PRECKWINKLE	50.00
GRAHAM, MIRIAM	14-28-322-015-0000	43 EISENDRATH	50.00
GRANT, HELEN L.	20-34-413-024-0000	06 STEELE	50.00
GRANT, WILLIAM	14-06-214-017-0000	50 STONE	50.00
GRAYDON, SARAH	14-28-206-005-1021	44 HANSEN	50.00
GRAYSON, FRANK M.	17-16-419-004-1193	01 MAZOLA	50.00
GREEN, ELEANOR B.	14-28-207-004-1133	43 EISENDRATH	50.00
GREENBERG, LORRAINE	10-36-117-015-1052	50 STONE	50.00
GREENE, ALBERT	14-21-306-038-1003	44 HANSEN	50.00
GREER, ARTHUR	20-34-413-024-0000	06 STEELE	50.00
GRELECKI, PHYLLIS M.	13-08-313-019-1028	45 LEVAR	50.00
GRINKER, ROY	17-03-221-004-0000	42 NATARUS	50.00
GRIPPO, ELFRIEDE	10-36-206-025-0000	50 STONE	50.00
GRISPINO, LOUIS	13-05-123-040-1017	41 DOHERTY	50.00
GROSBY, AUDREY	17-03-104-017-0000	42 NATARUS	50.00
GROSS, EDWARD	20-13-103-009-0000	05 BLOOM	50.00
GROSS, GEORGE	13-09-328-058-1013	45 LEVAR	50.00
GROSS, HERMAN	10-36-117-015-1018	50 STONE	50.00
GROSS, HERSZ	10-36-100-011-1128	50 STONE	50.00
GROSSBERG, CHARLOTTE	17-03-222-018-0000	42 NATARUS	50.00
GROSSMAN, SARA	11-30-307-094-0000	50 STONE	50.00
GROSSO, MARY	12-12-202-085-1017	41 DOHERTY	50.00
GRUBER, LOUIS J.	17-10-400-012-1740	42 NATARUS	50.00
GRUDECKI, GENEVIEVE	12-23-430-045-1003	36 BANKS	50.00
GUIDICE, BETTY	11-31-118-011-0000	50 STONE	50.00
GUNTHER, VIRGINIA R.	9-36-108-058-1009	41 DOHERTY	50.00
GUON, MORRIS AND EVA	10-36-119-003-1041	50 STONE	50.00
GUY, EUGENE	20-34-413-024-0000	06 STEELE	50.00
HACKER, PHILIP/MARGARET	14-28-202-018-1015	44 HANSEN	50.00
HACKNEY, JEANETTE B.	20-03-119-016-0000	02 RUSH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
HAGLER, ROY L.	20-34-413-024-0000	06 STEELE	50.00
HAHN, MYLES JR.	14-05-403-022-1068	48 SMITH	50.00
HAINES, ANNE W.	14-21-106-017-0000	46 SHILLER	50.00
HAMILTON, GEORGE R.	14-08-407-022-1095	48 SMITH	50.00
HAMILTON, HERMAN O.	20-34-413-024-0000	06 STEELE	50.00
HANES, GEORGIA P.	17-10-401-005-1103	01 MAZOLA	50.00
HARPER, RAMEY	14-33-106-004-0000	43 EISENDRATH	50.00
HARRIS, EDWARD	14-05-211-021-1063	48 SMITH	50.00
HARRIS, MARTIN	14-28-200-004-1176	44 HANSEN	50.00
HAUSER, CRANE C.	17-03-101-027-1030	43 EISENDRATH	50.00
HAYASHI, JAMES A.	20-13-103-007-0000	05 BLOOM	50.00
HAZLETT, CATHERINE	17-03-111-005-0000	42 NATARUS	50.00
HEFTEL, SYLVIA	10-36-118-005-1230	50 STONE	50.00
HEGG, DOROTHY	10-36-117-015-1070	50 STONE	50.00
HEISLER, THERESE	13-16-117-042-1017	45 LEVAR	50.00
HELMAN, NATHAN W.	14-21-106-017-0000	46 SHILLER	50.00
HENDERSON, RANDOLPH	20-34-413-024-0000	06 STEELE	50.00
HENRI, NAOMI A.	20-34-413-024-0000	06 STEELE	50.00
HENSLER, ALVERA M.	17-10-401-005-1327	01 MAZOLA	50.00
HENSON, JOHN	20-34-229-017-0000	06 STEELE	50.00
HERSH, EUGENE	10-36-120-003-1183	50 STONE	50.00
HERSHMAN, SEYMOUR	14-21-106-017-0000	46 SHILLER	50.00
HERZOG, FRED F.	14-05-211-021-1088	48 SMITH	50.00
HETLAND, ELVIRA	11-31-114-022-1001	50 STONE	50.00
HICKEY, MARJORIE	14-33-114-046-1015	43 EISENDRATH	50.00
HICKS, SHIRLEY	20-23-410-034-0000	20 TROUTMAN	50.00
HILL, DOROTHEA	17-10-214-011-1424	42 NATARUS	50.00
HILLEL, MAURICE A.	14-08-203-017-1319	48 SMITH	50.00
HIRSCH, JEAN G.	14-05-407-016-1058	48 SMITH	50.00
HIRSHFELD, GOLDIE	10-36-117-015-1025	50 STONE	50.00
HODO, RUTH L.	20-34-413-024-0000	06 STEELE	50.00
HOEFFER, FRANCES	17-03-221-004-0000	42 NATARUS	50.00
HOFFMAN, EMMA B.	9-36-425-050-1011	41 DOHERTY	50.00
HOFFMAN, RALPH P.	13-15-411-028-1009	45 LEVAR	50.00
HOFMANN, WALTER R.	14-05-215-017-1351	48 SMITH	50.00
HOGG, BETTYE M.	14-05-211-021-1121	48 SMITH	50.00
HOLINGER, JULIA	17-03-101-022-0000	43 EISENDRATH	50.00
HOLINGER, JULIA D.	17-03-101-022-0000	43 EISENDRATH	50.00
HOLLAND, WILLIAM S.	10-36-400-040-0000	50 STONE	50.00
HOLLEB, LEONARD	14-21-106-017-0000	46 SHILLER	50.00
HOLLEB, SEYMOUR	14-21-112-010-0000	44 HANSEN	50.00
HOLSTEIN, WILLIAM	14-05-403-021-1166	48 SMITH	50.00
HOLT, MARGARET	14-28-207-004-1041	43 EISENDRATH	50.00
HOOPER, RUTH	17-03-221-004-0000	42 NATARUS	50.00
HORN, DR. LYDIA	14-05-403-021-1107	48 SMITH	50.00
HORNER, MARGARET	11-30-307-097-0000	50 STONE	50.00
HOROWITZ, ANNE	10-36-117-015-1033	50 STONE	50.00
HOWARD, EVELYN G.	20-14-202-076-1190	04 PRECKWINKLE	50.00
HOWE, HELEN	20-14-201-079-1007	05 BLOOM	50.00
HUCHBERGER, MILDRED F.	14-05-211-021-1079	48 SMITH	50.00
HULL, RICHARD	20-34-413-024-0000	06 STEELE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
HUNT, GRACE K.	17-04-218-032-0000	43 EISENDRATH	50.00
HYMAN, SMITH	14-28-200-004-1096	44 HANSEN	50.00
IBSEN, ELMIRA	14-28-322-015-0000	43 EISENDRATH	50.00
IDEMA, JAMES	14-21-112-010-0000	44 HANSEN	50.00
IRVIN, WALTER AND ALMA	20-34-413-024-0000	06 STEELE	50.00
ISHIDA, JULIUS J.	14-05-403-022-1053	48 SMITH	50.00
ISRAEL, EDWARD	14-16-301-041-1202	46 SHILLER	50.00
IWAGAMI, MYRA	20-13-103-009-0000	05 BLOOM	50.00
JACKSON, JULIUS	14-20-214-018-0000	46 SHILLER	50.00
JACKSON, WILLIAM	20-34-413-024-0000	06 STEELE	50.00
JACOBS, WYATT	17-10-401-005-1712	01 MAZOLA	50.00
JAGODA, BERNICE T.	19-01-406-005-0000	11 HUELS	50.00
JAMES, MILDRED	14-28-322-015-0000	42 NATARUS	50.00
JANIK, FRANCISZEK	14-05-211-021-1028	48 SMITH	50.00
JANUSZ, JOHN A.	13-08-310-059-1017	45 LEVAR	50.00
JANZ, ELIZABETH	13-08-310-062-1005	45 LEVAR	50.00
JENKINS, NELL	20-34-413-024-0000	06 STEELE	50.00
JENSEN, RUTH E.	14-05-407-016-1162	48 SMITH	50.00
JOHNSON, ALVA	17-03-208-002-0000	42 NATARUS	50.00
JOHNSON, ELLIOT W.	20-34-413-024-0000	06 STEELE	50.00
JOHNSON, J.D. AND KATIE	20-34-413-024-0000	06 STEELE	50.00
JOHNSON, MARION O.	14-08-413-040-1020	48 SMITH	50.00
JOHNSON, MARY T.	20-34-413-024-0000	06 STEELE	50.00
JONES, WEST	20-34-229-017-0000	06 STEELE	50.00
JOSCHT, GEORGE	19-19-215-023-1004	23 LASKI	50.00
JOSEPH, ALBERT	17-03-214-014-1170	42 NATARUS	50.00
JOSEPH, MOLLIE	10-36-118-005-1229	50 STONE	50.00
JOYCE, JOSEPH T.	17-04-207-087-1310	42 NATARUS	50.00
JOYNER, SANFORD O.	20-34-413-024-0000	06 STEELE	50.00
KADISON, ADELE L.	20-12-103-003-0000	04 PRECKWINKLE	50.00
KAISER, FRED	14-28-200-004-1186	44 HANSEN	50.00
KAPLAN, IDA	10-36-100-011-1183	50 STONE	50.00
KAPLAN, MILDRED L.	10-25-427-014-0000	50 STONE	50.00
KATZ, SOL	10-36-117-015-1003	50 STONE	50.00
KAUFMAN, HAROLD	14-28-200-004-1045	44 HANSEN	50.00
KAUFMAN, MARILYN M.	17-10-401-005-1297	01 MAZOLA	50.00
KAUFMAN, SYLVIA H.	14-21-106-017-0000	46 SHILLER	50.00
KAZONOVITZ, IRVING	13-08-313-018-1001	45 LEVAR	50.00
KEARIN, ANITA M.	17-10-401-005-1389	01 MAZOLA	50.00
KEARNS, KATHRYN, M.	10-36-206-025-0000	50 STONE	50.00
KEDZIERSKI, IRENE	10-31-409-060-1027	41 DOHERTY	50.00
KEIG, SUSAN J.	17-03-222-020-0000	42 NATARUS	50.00
KELEHER, RITA T.	9-36-109-033-1001	41 DOHERTY	50.00
KIENLEN, LOUIS J.	17-03-104-017-0000	42 NATARUS	50.00
KIM, SOO	13-01-113-040-1024	50 STONE	50.00
KIMMEL, SYLVIA	10-36-117-015-1079	50 STONE	50.00
KIRCHBERGER, JOAN M.	13-16-115-045-1015	45 LEVAR	50.00
KIRCHICK, ALBERT J.	11-31-303-039-0000	50 STONE	50.00
KIRKPATRICK, BERNICE G.	20-34-413-024-0000	06 STEELE	50.00
KIRKPATRICK, FELIX	20-34-413-024-0000	06 STEELE	50.00
KITTLER, IRENE	13-16-115-045-1001	45 LEVAR	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KLOCKOWSKI, ANNA J.	13-09-328-064-1009	45 LEVAR	50.00
KNOX, EOLA	20-34-413-024-0000	06 STEELE	50.00
KOGUT, WANDA	11-30-307-097-0000	50 STONE	50.00
KONRATH, FRANK	14-28-202-018-1116	44 HANSEN	50.00
KOPOL, MAURICE	14-06-218-014-1025	50 STONE	50.00
KOVIN, FLORENCE	10-36-117-015-1061	50 STONE	50.00
KOWALSKI, GEORGE	13-09-328-059-1009	45 LEVAR	50.00
KOZLOFF, HELEN	17-03-114-003-1100	42 NATARUS	50.00
KRASH, RITA	10-36-117-015-1048	50 STONE	50.00
KRASNOW, FLORANCE	17-03-114-003-1164	42 NATARUS	50.00
KROCKEY, MIRIAM	10-36-100-015-1127	50 STONE	50.00
KRUGER, BERTHA	14-16-300-027-1082	46 SHILLER	50.00
KRYSZTOWIAK, HENRY	13-31-107-024-1062	36 BANKS	50.00
KUMER, RUTH	14-20-214-018-0000	46 SHILLER	50.00
KURLAND, RUTH	10-36-117-015-1028	50 STONE	50.00
KURZ, ANNA	13-09-328-060-1001	45 LEVAR	50.00
KUZNITSKY, SALLY	10-36-117-015-1045	50 STONE	50.00
LACH, ALMA AND DONALD	20-14-215-028-0000	05 BLOOM	50.00
LAFONTAINE, JACQUES	19-15-230-048-0000	13 MADRZYK	50.00
LAGIDIA, FRANK	13-31-107-024-1101	36 BANKS	50.00
LAMBERT, SALLY	14-16-301-041-1171	46 SHILLER	50.00
LANDER, HERMAN B.	14-21-106-017-0000	46 SHILLER	50.00
LASLEY, CHARLES	14-20-214-018-0000	46 SHILLER	50.00
LAUD, SARA EDNA	17-03-208-002-0000	42 NATARUS	50.00
LEBIN, LOUIS	17-10-401-005-1046	01 MAZOLA	50.00
LEBOUSKY, IDA	17-03-200-063-1047	42 NATARUS	50.00
LECKER, ABRAHAM	14-21-106-017-0000	46 SHILLER	50.00
LEE, PAMELA	17-03-208-002-0000	43 EISENDRATH	50.00
LEIBOWITZ, LEON	14-06-214-017-0000	50 STONE	50.00
LEIGHTON, FREDERICK	20-23-409-011-0000	20 TROUTMAN	50.00
LEIVENSON, ROSE	14-21-110-020-1367	46 SHILLER	50.00
LENERT, LILLIE M.	20-34-413-024-0000	06 STEELE	50.00
LEONARD, ERNESTINE	20-34-413-024-0000	06 STEELE	50.00
LERNER, MIRIAM	14-21-112-010-0000	46 SHILLER	50.00
LERY, ROSE	14-08-203-015-1260	48 SMITH	50.00
LESSMAN, SANDER	14-05-407-017-1019	48 SMITH	50.00
LEVEE, LEONA	14-21-306-038-1025	44 HANSEN	50.00
LEVENBERG, JEROME	17-03-226-065-1080	42 NATARUS	50.00
LEVIN, BEN	10-36-117-015-1043	50 STONE	50.00
LEVIN, HELEN W.	14-21-112-010-0000	46 SHILLER	50.00
LEVIN, LEO L.	20-12-100-003-1400	04 PRECKWINKLE	50.00
LEVIN, MILDRED	14-05-203-011-1024	49 MOORE	50.00
LEVINE, JACK	14-21-112-010-0000	43 EISENDRATH	50.00
LEVINSON, MOLLY	10-36-117-015-1071	50 STONE	50.00
LEVITANSKY, HELEN S.	10-36-117-015-1017	50 STONE	50.00
LEWIS, LESTER E.	20-34-413-024-0000	06 STEELE	50.00
LEWIS, SUZANNE G.	17-03-103-028-1044	43 EISENDRATH	50.00
LEWISON, SHIRLEY	17-10-214-011-1616	42 NATARUS	50.00
LIEB, REGINA	20-11-206-058-0000	04 PRECKWINKLE	50.00
LIFFSHIN, ROSALIE	14-21-306-038-1031	44 HANSEN	50.00
LINDAUER, KAETE	14-28-200-004-1026	44 HANSEN	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
LINDNER, FLORA	14-05-203-011-1322	49 MOORE	50.00
LINDRUP, ROSE I.	9-36-425-050-1010	41 DOHERTY	50.00
LINEHAN, MARIE	14-06-213-014-0000	50 STONE	50.00
LIPMAN, ALBERT S.	17-03-208-021-1099	42 NATARUS	50.00
LIPSKI, ISADORE	10-36-117-015-1040	50 STONE	50.00
LOEBBAKA, ROSEMARY K.	11-30-307-092-0000	50 STONE	50.00
LOEWENTHAL, FRITZ & EMMA	14-05-403-021-1150	48 SMITH	50.00
LOGAN, REVA	17-03-208-005-0000	42 NATARUS	50.00
LONDON, ESTHER	14-28-200-004-1155	44 HANSEN	50.00
LONDON, PHILIP	14-28-200-004-1078	44 HANSEN	50.00
LONG, HENRY E.	20-34-413-024-0000	06 STEELE	50.00
LONG, WESLEY	14-21-306-038-1038	44 HANSEN	50.00
LOPIN, ANN E.	10-36-117-015-1021	50 STONE	50.00
LOUCKS, RALPH	17-03-221-004-0000	42 NATARUS	50.00
LOWCZYNSKI, WANDA	13-08-310-062-1011	45 LEVAR	50.00
LOWERY, JULIETTE	28-25-424-026-0000	08 DIXON	50.00
LOWRY, CHARLES	20-23-411-011-0000	20 TROUTMAN	50.00
LUBLIN, MARGOT	20-12-106-005-0000	04 PRECKWINKLE	50.00
LUEDERS, EARL W.	14-06-116-048-0000	50 STONE	50.00
LUND, LESLIE	17-03-108-016-1018	43 EISENDRATH	50.00
LUND, THERESA H.	17-10-401-005-1154	01 MAZOLA	50.00
LYKINS, LANGLEY H.	13-08-313-019-1030	45 LEVAR	50.00
LYLE, NATALIE F.	20-03-119-016-0000	02 RUSH	50.00
LYMAN, ROBERT E.	10-36-206-025-0000	50 STONE	50.00
MACKEL, MURIEL M.	19-08-424-135-1010	23 LASKI	50.00
MACLIN, EDWINA C.	20-34-413-024-0000	06 STEELE	50.00
MACMAHON, HAROLD B.	17-03-222-023-1316	42 NATARUS	50.00
MALIK, NOORKHANU	14-20-214-018-0000	46 SHILLER	50.00
MALLACE, PAUL	20-13-103-009-0000	05 BLOOM	50.00
MALLEK, FLORENCE	13-31-118-041-1002	36 BANKS	50.00
MALLEN, BELLE	14-21-111-007-1358	46 SHILLER	50.00
MALONEY, FRANCIS J.	13-15-411-029-1018	45 LEVAR	50.00
MANN, GERTRUDE A.	17-03-111-009-1028	42 NATARUS	50.00
MANN, IRENE E.	14-06-214-017-0000	50 STONE	50.00
MANNS, CALDRON	20-34-413-024-0000	06 STEELE	50.00
MARINO, MARGARET	12-12-202-085-1026	41 DOHERTY	50.00
MARKEL, BERNARD	20-13-103-009-0000	05 BLOOM	50.00
MARKS, REVA	10-36-117-015-1012	50 STONE	50.00
MARLAND, THELMA	14-21-111-007-1436	46 SHILLER	50.00
MARS, MALINE A.	14-08-203-016-1116	48 SMITH	50.00
MARSH, JOHN J.	20-34-413-024-0000	06 STEELE	50.00
MARSHALL, DOROTHY R.	20-34-413-024-0000	06 STEELE	50.00
MARSHALL, JOHN & BERNICE	19-15-230-051-0000	13 MAIRZYK	50.00
MARTIN, RUBY	20-34-413-024-0000	06 STEELE	50.00
MATTHEWS, DOROTHY	13-16-117-045-1003	45 LEVAR	50.00
MCBRIDE, WILLIAM E.	13-31-107-024-1047	36 BANKS	50.00
MCCAULEY, CORINNE	14-16-300-032-1312	46 SHILLER	50.00
MCCORMICK, HOPE	17-04-210-026-0000	43 EISENDRATH	50.00
MCELLIGOTT, JOHN A.	17-10-401-005-1514	01 MAZOLA	50.00
MCGLORY, AVADNER	20-11-109-010-0000	04 PRECKWINKLE	50.00
MCGRATH, THERESA M.	17-03-104-017-0000	42 NATARUS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MCHUGH, EILEEN M.	13-15-417-027-1003	35 WOJCIK	50.00
MCKAY, MARY	14-20-214-018-0000	46 SHILLER	50.00
MCKENZIE, ELIZABETH	19-15-228-078-0000	13 MADRZYK	50.00
MCKITTRICK, VIRGINIA	19-15-228-068-0000	13 MADRZYK	50.00
MCKNIGHT, PEARL	14-05-403-021-1002	48 SMITH	50.00
MCNEIL, ETHELYN	17-04-207-086-1276	42 NATARUS	50.00
MCNULTY, PATRICK J.	13-08-310-062-1009	45 LEVAR	50.00
MELICHAR, JOSEPH P.	13-08-310-062-1012	45 LEVAR	50.00
MELL, BELLA	17-03-222-018-0000	42 NATARUS	50.00
MELZER, WILLIAM	11-31-114-023-1029	50 STONE	50.00
MERZ, EARL	17-03-222-018-0000	42 NATARUS	50.00
MESSE, LILLIAN	10-36-119-003-1095	50 STONE	50.00
METZ, WILLIAM	19-15-230-069-0000	13 MADRZYK	50.00
MEYER, SHIRLEY	14-21-314-048-1052	44 HANSEN	50.00
MEYERS, BERNARD	17-03-111-009-1022	42 NATARUS	50.00
MEYERS, ROSE	17-03-220-020-1392	42 NATARUS	50.00
MICHALOWSKI L. EMILY	19-01-406-005-0000	11 HUELS	50.00
MICHEL, BELLE	10-36-117-015-1035	50 STONE	50.00
MICKLE, ANNIE	20-11-109-010-0000	04 PRECKWINKLE	50.00
MILLER, EULA M.	20-34-413-024-0000	06 STEELE	50.00
MILLER, LIBBY	11-31-303-039-0000	50 STONE	50.00
MILLER, SYLVIA	10-36-117-015-1016	50 STONE	50.00
MINER, JUDITH	14-33-106-004-0000	43 EISENDRATH	50.00
MINOGUE, WILLIAM P.	14-06-214-017-0000	50 STONE	50.00
MINUTH, ROBERT E.	17-03-104-017-0000	42 NATARUS	50.00
MIRSKY, DOROTHY	14-28-200-003-1096	44 HANSEN	50.00
MOIZES, BERTHA	14-06-213-014-0000	50 STONE	50.00
MONARCH, DAVID T.	14-06-214-017-0000	50 STONE	50.00
MOORE, JENNA	17-10-400-012-1661	04 PRECKWINKLE	50.00
MOORE, THOMAS C.	20-34-413-024-0000	06 STEELE	50.00
MORDINI, MARY A.	13-15-411-028-1015	45 LEVAR	50.00
MORGAN, WALTER H.	20-34-413-024-0000	06 STEELE	50.00
MORRIS, EDNA	20-34-413-024-0000	06 STEELE	50.00
MORRIS, LOLITA B.	14-21-112-010-0000	46 SHILLER	50.00
MOSLEY, BEATRICE L.	20-34-413-024-0000	06 STEELE	50.00
MOSSER, ALBERT	13-31-107-024-1064	36 BANKS	50.00
MOSSER, DONALD W.	14-33-409-024-1277	43 EISENDRATH	50.00
MUIR, EVELYN K.	12-12-202-085-1028	41 DOHERTY	50.00
MULICAN, CHARLES L.	17-04-209-043-1077	42 NATARUS	50.00
MULLEN, EUNICE	13-31-107-024-1009	36 BANKS	50.00
MURPHY, DOROTHY	14-21-111-007-1548	46 SHILLER	50.00
MURRAY, DOROTHY	20-34-413-024-0000	06 STEELE	50.00
MUSOLFF, STEPHANIE	12-12-202-084-1006	41 DOHERTY	50.00
NAGLER, THEODORE C.	10-36-206-025-0000	50 STONE	50.00
NAHORNIAK, ALICE	12-23-430-045-1001	36 BANKS	50.00
NATHAN, JOSEPH	17-04-210-029-1018	43 EISENDRATH	50.00
NEIMAN, MORTON	11-29-303-037-0000	49 MOORE	50.00
NEWMAN, NATALIE	14-28-200-004-1022	44 HANSEN	50.00
NICHOLSON, BERNICE	20-34-413-024-0000	06 STEELE	50.00
NICPAN, ELEANOR F.	12-12-202-085-1012	41 DOHERTY	50.00
NOLAN, ERNESTINE	14-20-214-018-0000	46 SHILLER	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
NORLINC, KATHRYN	11-30-423-027-0000	49 MOORE	50.00
O'CONNOR, MAURICE	19-15-228-098-0000	13 MADRZYK	50.00
O'HARA, HELEN	20-12-104-002-0000	04 PRECKWINKLE	50.00
O'HARE, VIVIAN	14-05-403-021-1100	48 SMITH	50.00
O'MALLEY, MARIE	14-08-203-016-1138	48 SMITH	50.00
O'NEILL, LOUISE D.	12-11-116-030-1002	41 DOHERTY	50.00
OLIVERA, VIRGINIA	14-20-214-018-0000	46 SHILLER	50.00
OLSON, CECELIA L.	9-36-425-050-1027	41 DOHERTY	50.00
OXFORD, OPAL	13-09-328-058-1001	45 LEVAR	50.00
OZIMA, KARL	14-06-120-005-1211	50 STONE	50.00
PAGE, GEORGIA	17-03-200-063-1086	42 NATARUS	50.00
PANOS, MARIAN C.	17-03-111-009-1032	42 NATARUS	50.00
PARKER, JAMES	20-34-413-024-0000	06 STEELE	50.00
PARKER, MARY E.	9-36-312-029-1009	41 DOHERTY	50.00
PARKS, CORNELIA	20-34-413-024-0000	06 STEELE	50.00
PAUL, ALBERT W.	17-03-111-009-1038	42 NATARUS	50.00
PAVIS, SYLVIA T.	12-12-202-085-1002	41 DOHERTY	50.00
PAXTON, ANNETTE	13-31-107-024-1156	36 BANKS	50.00
PEARSE, CLAIRE	17-03-222-023-1214	42 NATARUS	50.00
PEDDY, JAY	10-36-117-015-1060	50 STONE	50.00
PEDROSO, ALDO	17-03-208-021-1107	42 NATARUS	50.00
PERKINS, HARRY W.	10-36-206-025-0000	50 STONE	50.00
PERLMAN, LENORA	14-21-106-017-0000	46 SHILLER	50.00
PERLOW, BERNARD	11-31-303-036-0000	50 STONE	50.00
PERLOW, BERTHA	14-28-200-004-1050	44 HANSEN	50.00
PERNELL, VERNON	20-34-413-024-0000	06 STEELE	50.00
PETAK, HYMEN	17-10-401-005-1234	01 MAZOLA	50.00
PETERKIN, DOROTHY S.	17-03-101-022-0000	43 EISENDRATH	50.00
PETERSEN, ZOE B.	17-03-104-017-0000	42 NATARUS	50.00
PETTIE, ISAAC	20-34-413-024-0000	06 STEELE	50.00
PFUNDSTEIN, MARY	14-08-203-001-0000	48 SMITH	50.00
PHARR, LEILA	20-34-413-024-0000	06 STEELE	50.00
PHILLIPS, SAM	14-20-214-018-0000	46 SHILLER	50.00
PIEKARZ, MARY A.	13-08-310-062-1010	45 LEVAR	50.00
PIEKARZ, STEFANIA	13-08-310-062-1014	45 LEVAR	50.00
PIKELNY, FANNY	10-36-206-025-0000	50 STONE	50.00
PINKERT, REBECCA	14-05-211-021-1106	48 SMITH	50.00
PINKUS, DANIEL	14-21-112-010-0000	46 SHILLER	50.00
PIZZO, SALVATORE	13-06-110-054-1020	41 DOHERTY	50.00
PLATE, GUSTAV	12-12-202-085-1027	41 DOHERTY	50.00
POLACEK, KATHLEEN	17-04-209-043-1019	42 NATARUS	50.00
POLEK, JEAN L.	13-15-411-028-1007	45 LEVAR	50.00
POLLACK, MARY	14-05-215-015-1016	48 SMITH	50.00
POLLACK, WILLIAM	10-36-118-005-1215	50 STONE	50.00
POMERANCE, HELEN	14-21-106-017-0000	46 SHILLER	50.00
POMERANTZ, ALEX	14-21-306-038-1035	44 HANSEN	50.00
POTTER, CHARLES AND BARBARA	17-03-101-022-0000	43 EISENDRATH	50.00
PRANTIS, ANNA K.	17-10-401-005-1259	01 MAZOLA	50.00
PREACELY, REESE	20-34-413-024-0000	06 STEELE	50.00
PRESTON, PAUL	14-21-106-030-1015	46 SHILLER	50.00
PRUBANOWSKI, JOHN	13-31-124-050-1010	36 BANKS	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
PRUVF, MARY T.	14-05-403-021-1112	48 SMITH	50.00
PRZYZYCKI, JOHN	19-18-302-074-1008	23 LASKI	50.00
PSENKA, MARGARET M.	12-12-202-085-1014	41 DOHERTY	50.00
PUCCI, LAWRENCE	17-03-222-020-0000	42 NATARUS	50.00
QUAGLIA, BETH	14-06-214-017-0000	50 STONE	50.00
QUARLES, LAWRENCE	20-34-413-024-0000	06 STEELE	50.00
RAGO, H. CONRAD	14-06-214-017-0000	50 STONE	50.00
RALPH, BARBARA R.	17-03-104-017-0000	42 NATARUS	50.00
RAMIREZ, FERNANDO	14-20-214-018-0000	46 SHILLER	50.00
RANDALL, HILDA M.	20-13-103-014-1060	05 BLOOM	50.00
RANDAZZO, ANTHONY	12-12-202-085-1009	41 DOHERTY	50.00
RAY, LUALICE	20-34-413-024-0000	06 STEELE	50.00
RAYNARD, GLORIA K.	14-05-203-012-1107	49 MOORE	50.00
REDINGER, ROBERT M.	14-28-322-015-0000	43 EISENDRATH	50.00
REED, CHESTANNA	20-34-413-024-0000	06 STEELE	50.00
REED, VIRGINIA L.	14-21-110-020-1610	46 SHILLER	50.00
REICIN, FRANK	14-28-200-004-1149	44 HANSEN	50.00
REIDEL, JOSEPHINE	14-16-300-032-1044	46 SHILLER	50.00
RHINESTINE, SAMUEL J.	20-13-103-009-0000	05 BLOOM	50.00
RICE, MELBA L.	17-10-401-005-1036	01 MAZOLA	50.00
RIDLEY, FRED	20-34-413-024-0000	06 STEELE	50.00
RIEMER, MABEL R.	17-10-401-005-1658	01 MAZOLA	50.00
RINDONE, IRENE	13-31-107-024-1046	36 BANKS	50.00
RISZKIEWCZ, LEW	10-36-117-015-1034	50 STONE	50.00
RITSOS, GEORGE T.	17-03-111-009-1046	42 NATARUS	50.00
RITZ, PAUL	13-01-328-054-0000	40 O'CONNOR	50.00
RIVERS, DOLORES	20-34-413-024-0000	06 STEELE	50.00
RIZZO, SARAH	12-14-112-025-1456	41 DOHERTY	50.00
ROBBINS, JACK	14-21-306-038-1001	44 HANSEN	50.00
ROBERTS, MARY	20-34-413-024-0000	06 STEELE	50.00
ROBINSON, CLEVELAND & LESLIE	20-34-413-024-0000	06 STEELE	50.00
ROE, FLORENCE	17-03-208-002-0000	42 NATARUS	50.00
ROIZMAN, LUDMILA	20-13-103-009-0000	05 BLOOM	50.00
ROSENBLOOM, AARON-HILDA	14-28-200-004-1028	44 HANSEN	50.00
ROSENBLUM, FRIEDA T.	14-21-106-017-0000	46 SHILLER	50.00
ROSENSTEIN, DOROTHY	14-05-403-021-1133	48 SMITH	50.00
ROSENTHAL, NINA	10-36-117-015-1076	50 STONE	50.00
ROSENTHAL, SYLVIA	10-36-117-015-1063	50 STONE	50.00
ROSS, AARON	14-21-306-038-1023	44 HANSEN	50.00
ROSS, GERTRUDE	14-28-203-027-1051	44 HANSEN	50.00
ROSS, MARION	19-15-228-050-0000	13 MADRZYK	50.00
ROSS, SELMA	11-31-114-022-1013	50 STONE	50.00
ROWLEY, TERESE M.	13-08-313-019-1013	45 LEVAR	50.00
RUBENSTEIN, JEAN & SAM	17-03-111-009-1017	42 NATARUS	50.00
RUBINELLI, JOSEPH O.	17-03-101-022-0000	43 EISENDRATH	50.00
RUBINOW, SOLOMON	10-36-117-015-1014	50 STONE	50.00
RUKIN, AL	10-36-117-015-1020	50 STONE	50.00
RUSCITO, MARY	13-31-124-050-1006	36 BANKS	50.00
RUSIN, JOSEPHINE E.	13-07-220-056-1011	41 DOHERTY	50.00
RUSSELL, MAYNARD	17-10-401-005-1675	01 MAZOLA	50.00
RUSSINOF, PATRICIA A.	14-28-322-015-0000	43 EISENDRATH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
RUTTENBERG, PEARL	10-36-117-015-1073	50 STONE	50.00
RYAN, CATHLEEN	20-34-413-024-0000	06 STEELE	50.00
RYBARSKI, ANTOINETTE V.	9-36-112-027-1001	41 DOHERTY	50.00
RZEPKA, ELIZABETH A.	13-12-401-028-0000	40 O'CONNOR	50.00
SABATH, ELROY	20-12-100-003-1306	04 PRECKWINKLE	50.00
SACKS, ELAINE C.	17-04-211-035-1061	43 EISENDRATH	50.00
SAIN, ESTELLE	20-23-420-001-0000	20 TROUTMAN	50.00
SAITLIN, BEN	10-36-117-015-1072	50 STONE	50.00
SAKAI, HENRY	17-04-211-033-1066	43 EISENDRATH	50.00
SALENGER, JACK	14-28-200-004-1104	44 HANSEN	50.00
SALERNO, ANN R.	13-15-411-028-1005	45 LEVAR	50.00
SAMOWITZ, STANLEY C.	17-03-208-021-1101	42 NATARUS	50.00
SANDBERG, ALICE L.	17-10-401-005-1632	01 MAZOLA	50.00
SANFORD, EDMONIA	20-34-413-024-0000	06 STEELE	50.00
SAYAD, VIRGINIA	11-30-307-213-1017	50 STONE	50.00
SCHAEFER, RICHARD P.	14-21-106-017-0000	46 SHILLER	50.00
SCHAFFNER, IRVING	10-36-117-015-1047	50 STONE	50.00
SCHIEL, EDITH	10-36-205-003-0000	50 STONE	50.00
SCHILLER, MAURICE	14-28-200-004-1072	44 HANSEN	50.00
SCHIMBERG, ALICE	17-03-202-061-1099	42 NATARUS	50.00
SCHMIDT, DOROTHY	14-05-403-021-1182	48 SMITH	50.00
SCHMIDT, HEINZ G.	13-08-313-019-1029	45 LEVAR	50.00
SCHNEIDER, ROSE	14-16-301-041-1694	46 SHILLER	50.00
SCHOENFELD, GENEVIEVE	19-15-230-062-0000	13 MADRZYK	50.00
SCHOR, FRANK	14-21-306-038-1026	44 HANSEN	50.00
SCHULLMAN, ALLAN	14-16-305-021-1083	46 SHILLER	50.00
SCHULTZ, CORINNE	14-28-109-009-0000	44 HANSEN	50.00
SCHWAB, ELLA	14-06-214-017-0000	50 STONE	50.00
SCHWARTZ, ARTHUR	17-03-103-028-1212	43 EISENDRATH	50.00
SCHWARTZ, MARSHALL	13-12-213-004-0000	40 O'CONNOR	50.00
SCHWARTZBERG, ALICE	14-28-200-004-1077	44 HANSEN	50.00
SCURIO, OLGA	19-15-230-050-0000	13 MADRZYK	50.00
SEAMES, LILLIAN	20-34-413-024-0000	06 STEELE	50.00
SEEFOR, BERTHA	10-36-206-025-0000	50 STONE	50.00
SEEGALL, ANNALEE	10-36-120-003-1194	50 STONE	50.00
SEIDMAN, EVELYN	20-13-103-009-0000	05 BLOOM	50.00
SEIDMON, GOLDIE	14-21-306-038-1020	44 HANSEN	50.00
SETHNESS JR., CHARLES	17-03-101-022-0000	43 EISENDRATH	50.00
SHABEL, FLORENCE	13-31-107-024-1087	36 BANKS	50.00
SHAPIRO, RAE	10-36-118-005-1047	50 STONE	50.00
SHARRARD, CHARLES	14-05-407-015-1012	48 SMITH	50.00
SHAYKIN, ROSE	14-28-206-005-1107	44 HANSEN	50.00
SHEDLOW, BELLE	10-36-118-005-1049	50 STONE	50.00
SHEETS-PUETZ, DORIS J.	10-36-206-025-0000	50 STONE	50.00
SHELLEY, MARY E.	20-03-119-017-0000	02 RUSH	50.00
SHORTINO, MARION R.	13-08-310-062-1016	45 LEVAR	50.00
SHREIBAUM, LEON AND ANN	10-36-117-015-1057	50 STONE	50.00
SHURE, SIDNEY N.	14-21-106-017-0000	46 SHILLER	50.00
SHUTTERS, DELLA M.	14-21-301-007-0000	46 SHILLER	50.00
SIEGEL, HAROLD	14-21-112-010-0000	46 SHILLER	50.00
SIEGEL, RUTH F.	14-21-106-017-0000	46 SHILLER	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SIHLER, FRANZ	13-08-313-018-1007	45 LEVAR	50.00
SIMICH, EMIL	14-08-203-001-0000	48 SMITH	50.00
SIMMS, LOUISE	20-34-413-024-0000	06 STEELE	50.00
SINGER, KENNETH	14-05-403-021-1110	48 SMITH	50.00
SIRAGUSA, ROSS	17-03-208-002-0000	42 NATARUS	50.00
SKOLNICK, FAYE	10-36-117-015-1054	50 STONE	50.00
SLOAN, JOHN S.	17-34-106-032-1023	02 RUSH	50.00
SMITH, ANN	14-16-301-041-1139	46 SHILLER	50.00
SMITH, BERNICE E.	9-36-109-033-1002	41 DOHERTY	50.00
SMITH, FERN	17-03-221-004-0000	42 NATARUS	50.00
SMITH, FRED	20-34-413-024-0000	06 STEELE	50.00
SMITH, HERMAN	14-05-407-017-1220	48 SMITH	50.00
SMITH, HYMES & ETHEL B.	20-34-413-024-0000	06 STEELE	50.00
SMITH, LUCINDA	20-11-206-058-0000	04 PRECKWINKLE	50.00
SMITH, MOZELLA	14-20-214-018-0000	46 SHILLER	50.00
SMITH, PLEAS	12-12-202-087-1006	41 DOHERTY	50.00
SMITH, ROSELYN	14-21-106-017-0000	46 SHILLER	50.00
SMOGOLSKI, ERVIN R.	13-08-313-019-1027	45 LEVAR	50.00
SNYDER, DOROTHY F.	17-16-419-004-1098	01 MAZOLA	50.00
SOLOMON, AARON	10-36-100-015-1076	50 STONE	50.00
SORKIN, BERNICE	14-21-112-010-0000	46 SHILLER	50.00
SOROCK, FRIEDA	14-28-202-016-1049	44 HANSEN	50.00
SPALLIND, CELIA J.	13-08-313-019-1015	45 LEVAR	50.00
SPANGLER, ESTHER	10-36-119-003-1141	50 STONE	50.00
SPEER, CATHERINE B.	12-12-202-085-1006	41 DOHERTY	50.00
SPIEGEL, JACK & RUTH	14-28-200-003-1060	44 HANSEN	50.00
SPIELMAN, DAVID	10-36-117-015-1036	50 STONE	50.00
SPIER, WILLIAM	14-28-200-004-1148	44 HANSEN	50.00
SPROESSER, N. A.	17-10-401-005-1489	01 MAZOLA	50.00
SPROESSER, NILS	17-10-400-012-1327	01 MAZOLA	50.00
STAMBAUGH, ROY W.	13-31-118-040-1021	36 BANKS	50.00
STAR, LEON	14-21-106-017-0000	46 SHILLER	50.00
STARK, LEONARD W.	17-03-228-024-1053	42 NATARUS	50.00
STASHINSKI, WALTER C.	14-21-301-007-0000	46 SHILLER	50.00
STEIN, ALICE	14-05-211-022-1039	48 SMITH	50.00
STEIN, MICHAEL	14-21-106-017-0000	46 SHILLER	50.00
STEINBERG, BERNARD	10-36-100-015-1140	50 STONE	50.00
STELMACH, LOUIS & RITA	13-06-221-033-1005	41 DOHERTY	50.00
STEPHENSON, GEORGE	17-03-221-004-0000	42 NATARUS	50.00
STERN, ALFRED	17-03-208-005-0000	42 NATARUS	50.00
STERN, SHEPARD	17-03-208-021-1061	42 NATARUS	50.00
STERNBERG, VICTOR	14-16-301-041-1519	46 SHILLER	50.00
STEWART, HELEN	20-34-413-024-0000	06 STEELE	50.00
STONE, JEROME	17-03-208-002-0000	42 NATARUS	50.00
STRAUS, ELI	10-36-117-015-1008	50 STONE	50.00
STRITTMATTER, ESTHER	14-04-213-014-0000	50 STONE	50.00
STROHMIER, ELLEN E.	13-15-411-026-1014	45 LEVAR	50.00
SUCH, JOSEPH M.	13-16-117-042-1016	45 LEVAR	50.00
SULLIVAN, NORMAN D.	13-15-412-027-1007	45 LEVAR	50.00
SULOWAY, ELAINE F.	14-21-112-010-0000	46 SHILLER	50.00
SUTTON, SARAH	14-20-214-018-0000	46 SHILLER	50.00

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SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SWEENEY, MARGARET M.	13-06-221-033-1009	41 DOHERTY	50.00
SWEENEY, NORA	13-09-328-064-1003	45 LEVAR	50.00
SWIERK, JEAN M.	13-18-411-005-1017	38 CULLERTON	50.00
SYLVESTER, ROSE G.	13-08-310-042-1007	45 LEVAR	50.00
SZUCHART, ZBIGNIEW	13-09-328-059-1007	45 LEVAR	50.00
TALERICO, JAMES V	13-31-107-024-1054	36 BANKS	50.00
TAMES, RUTH G.	14-21-112-010-0000	43 EISENDRATH	50.00
TANOUYE, TOSHI A.	13-15-411-028-1016	45 LEVAR	50.00
TANSEY, MARY	11-30-307-097-0000	50 STONE	50.00
TANTILLO, SYLVIA	11-31-120-019-0000	50 STONE	50.00
TARGOSZ, STELLANN	13-08-313-018-1010	45 LEVAR	50.00
TATE, BEUNETTA	20-34-413-024-0000	06 STEELE	50.00
TAVOLACCI, FRANCES	12-11-310-071-1019	41 DOHERTY	50.00
TAYLOR, CHESSIE	20-22-300-020-0000	20 TROUTMAN	50.00
TAYLOR, MARY L.	20-24-404-027-1019	05 BLOOM	50.00
TENENBAUM, JOSEPH	13-01-328-054-0000	40 O'CONNOR	50.00
TEPE, MARY E.	14-06-116-048-0000	50 STONE	50.00
THOMA, MARGARET J.	10-36-206-025-0000	50 STONE	50.00
THORNTON, DELLA	14-20-214-018-0000	46 SHILLER	50.00
THORNTON, JAMES D.	17-04-216-064-1468	42 NATARUS	50.00
THORSON, DOROTHY	14-33-106-004-0000	43 EISENDRATH	50.00
THORSON, PHYLLIS	13-16-115-045-1003	45 LEVAR	50.00
TICHENOR, HAROLD	10-36-206-025-0000	50 STONE	50.00
TILLMAN, ORA	20-34-413-024-0000	06 STEELE	50.00
TILSON, GAIL H.	13-31-124-050-1005	36 BANKS	50.00
TOPEL, WILLIAM E.	17-03-111-009-1045	42 NATARUS	50.00
TOWLES, DELORES	20-12-100-003-1513	04 PRECKWINKLE	50.00
TOWNZEL, ESTELLA	20-24-428-002-0000	05 BLOOM	50.00
TREZZO, ANTONIO	19-15-230-068-0000	13 MADRZYK	50.00
TROKA, JAMES	17-10-122-022-1071	42 NATARUS	50.00
TULSKY, ALEX	14-28-109-009-0000	44 HANSEN	50.00
TUNNO, KATIE A.	12-11-310-071-1061	41 DOHERTY	50.00
TURNER, JOSEPH	10-36-120-003-1050	50 STONE	50.00
TYLER, JOANN E.	20-11-206-058-0000	04 PRECKWINKLE	50.00
UDROW, WILLIAM	14-29-130-013-0000	44 HANSEN	50.00
URBAN, ANTHONY	11-30-307-094-0000	50 STONE	50.00
URBAN, VONDA	14-21-301-007-0000	46 SHILLER	50.00
URMAN, DOROTHY	14-06-213-014-0000	50 STONE	50.00
URSIN, ANN	13-17-107-194-1027	38 CULLERTON	50.00
USISKIN, NATHAN	14-28-200-004-1163	44 HANSEN	50.00
VACK, GEORGIA	10-36-117-015-1019	50 STONE	50.00
VANCE, FLORENCE	20-34-413-024-0000	06 STEELE	50.00
VARELLAS, EVE E.	17-10-401-005-1043	01 MAZOLA	50.00
VENDITTI, ANGELO	9-36-112-029-1001	41 DOHERTY	50.00
VENET, DIANNE	10-36-100-011-1001	50 STONE	50.00
VITOUS, IRENE M.	13-08-313-019-1019	45 LEVAR	50.00
WADE, JOHNNIE	20-34-413-024-0000	06 STEELE	50.00
WADLER, EDITH M.	14-06-214-017-0000	50 STONE	50.00
WALCZAK, AGATHA	19-15-228-075-0000	13 MADRZYK	50.00
WALLACE, PAUL	10-36-119-003-1114	50 STONE	50.00
WALLER, THATCHER	17-03-103-024-0000	43 EISENDRATH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
WALSH, JAMES J.	10-31-208-046-1006	41 DOHERTY	50.00
WARE, HELEN	14-06-120-005-1008	50 STONE	50.00
WARSHAUER, LILLIAN	14-21-110-020-1176	46 SHILLER	50.00
WASHINGTON, MELLOWNEE	20-34-413-024-0000	06 STEELE	50.00
WATERS, ELSA	14-33-129-041-0000	43 EISENDRATH	50.00
WATTS, ROBERTA	20-34-413-024-0000	06 STEELE	50.00
WAXMAN, LEO & HONEY	17-03-111-003-1049	42 NATARUS	50.00
WECHSLER, LEONARD	14-28-200-004-1190	44 HANSEN	50.00
WEIN, EDWARD	10-36-205-003-0000	50 STONE	50.00
WEINER, CHARLES	10-36-400-040-0000	50 STONE	50.00
WEINER, PAUL	20-14-208-003-0000	05 BLOOM	50.00
WEINSTEIN, DAVID D.	10-36-117-015-1078	50 STONE	50.00
WEINSTEIN, SEYMOUR	20-12-106-005-0000	04 PRECKWINKLE	50.00
WEISER, ELLEN	10-36-117-015-1001	50 STONE	50.00
WEISS, FAY	10-36-117-015-1075	50 STONE	50.00
WERNER, STEPHANY	14-05-403-021-1071	48 SMITH	50.00
WEST, DOROTHY	20-34-413-024-0000	06 STEELE	50.00
WHEATLEY, GERTRUDE	20-34-413-024-0000	06 STEELE	50.00
WHITTED, DAVID	20-34-413-024-0000	06 STEELE	50.00
WIERZBICKI, WACLAW	13-16-117-045-1043	45 LEVAR	50.00
WILBON, JOHNNIE	20-23-410-017-0000	20 TROUTMAN	50.00
WILL, MARIE C.	13-15-411-028-1013	45 LEVAR	50.00
WILLENS, HYMAN	10-36-117-015-1055	50 STONE	50.00
WILLIAMS, ALVA	20-34-413-024-0000	06 STEELE	50.00
WILLIAMS, ANNE G.	17-03-103-028-1047	43 EISENDRATH	50.00
WILLNER, MADELINE	17-03-208-002-0000	42 NATARUS	50.00
WILSON, MATTIE	20-34-413-024-0000	06 STEELE	50.00
WINEBURGH, LEONARD	17-03-111-009-1024	42 NATARUS	50.00
WIRSZUP, IZAAK	20-14-215-028-0000	05 BLOOM	50.00
WITKOWSKY, JACK	14-28-322-015-0000	43 EISENDRATH	50.00
WOLF, CARL	14-21-106-017-0000	46 SHILLER	50.00
WONDER, MARY D.	10-36-206-025-0000	50 STONE	50.00
YACULLO, WILLIAM V.	14-06-214-017-0000	50 STONE	50.00
YAMASAKI, YUKIO	13-16-117-042-1005	45 LEVAR	50.00
YANOFF, MORRIS	14-06-214-017-0000	50 STONE	50.00
YEAGER, ALVIN I.	17-03-103-028-1029	43 EISENDRATH	50.00
YOUNG, WILLIAM M.	20-11-105-075-0000	04 PRECKWINKLE	50.00
YUKNIS, BERTHA	14-08-310-024-0000	48 SMITH	50.00
ZABEL, MARION C.	9-36-108-058-1004	41 DOHERTY	50.00
ZANKO, LOIS F.	13-08-313-019-1020	45 LEVAR	50.00
ZARBIN, JEAN	17-03-222-018-0000	42 NATARUS	50.00
ZAREMSKI, MORRIS	13-12-213-003-0000	40 O'CONNOR	50.00
ZILKA, JULIA	13-16-117-042-1018	45 LEVAR	50.00
ZIMOS, WILLIAM J.	9-36-109-033-1005	41 DOHERTY	50.00
ZINGER, MARK	10-36-100-011-1170	50 STONE	50.00
ZISMER, GRACE	13-08-430-080-1031	45 LEVAR	50.00
ZITELLA, AGNES E.	13-15-411-028-1012	45 LEVAR	50.00
ZUCKER, MINA	10-36-205-003-0000	50 STONE	50.00
ZWICK, DOROTHY	14-21-111-007-1449	46 SHILLER	50.00
		* TOTAL AMOUNT	43,250.00

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 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance/Small Claims Division, to which was referred on July 31, 1990 and on subsequent dates, sundry claims as follows:

Claim Number	Name
0243	Koffco Packing Corp.
0335	Chicago Motor Club and Nathaniel Thompson Policy 752283-2
0360	Odessa Johnson
0401	Standard Mutual Ins. Co. and J. Richard McDermott Cl. 169811
0402	State Farm Ins. Co. and John O. Doerge Cl. 13 L207 464RV
0422	Bernice Burke
0433	Amoco Food Shop
0598	Malvin Smith
0759	Carmen Perez
0778	John H. Lawson

Claim Number	Name
3356	Willie Pulphus
3621	Allstate Ins. and Mary Conley Cl. 1830193411
3806	Peoples Gas Light and Coke Co. File 91-0-45
4523	Alicia Flores
4557	Allstate Ins. and Waleed S. Haddad Cl. 2211012279
4619	Bill R. Hoover
4640	Betty J. Pitts
4998	Carl Westberg
9200016	Judith C. Vara
9200095	Liberty Mutual Ins. Co. and Doris Mack Cl. X 414-010068-OOHOD
9200108	Renay A. Owens
9200109	Paul E. Papas
9200134	Christopher Krawczykowski
9200157	Louise H. Anderson
9200216	Brian King
9201267	William J. Perkinson Co., Inc.
9201698	Victory Express, Inc.
9201712	Wenger Truckline

Claim Number	Name
9205069	American Family Mutual Inc. and Mary Ann Gunaka Cl. 671-140739
9205088	American Service Ins. Co. and Phyllis Vientos-Reynold Cl. 1120315
9205370	Andronikos G. Berbilangas
9205859	Chrysler Ins. Co. and North Oak Chrysler Plymouth Cl. 180438
9205898	Seanette Connor
9205907	Country Mutual Ins. Co. and Joe and Betty Palello Cl. 14-82817
9205942	Anthony J. DiLoreto
9206123	Roland J. Ignoffo
9206635	Chanda Kerr
9206762	Ronald Larson
9206851	Tesfaye Mengestu
9206910	Ninos Odisho
9206994	Pekin Ins. Co. and Kenneth Franklin Cl. U4-J50-392
9207078	Riceland Foods
9207424	State Farm Ins. Co. and Lawrence Shulruff Cl. 13-L193-198GE
9207488	State Farm Inc. Co. and Taja M. Riley Cl. 13-5413-089

Claim Number	Name
9207499	Allen Syprzak
9207506	Donna Terry
9207523	Frank J. Winiarski
9207524	Ron Wojs
9207527	Robert E. Wooten
9200089	Danuta Jurewicz,

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 29, 1992.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration six (6) applications for City of Chicago charitable solicitation (tag day) permits:

A. American Legion -- Department of Illinois
May 27 and 28, 1993 -- citywide;

B. Care For Real
September 18, 1992 -- north side;

C. Catholic Charities of the Archdiocese of Chicago
September 10 and 11, 1993 -- citywide;

D. Parents of Murdered Children
(South Cook County Chapter)
August 17 through August 21, 1992 -- Chicago Loop area;

E. Vietnam Veterans of America -- Chapter 209
October 17, 1992 -- north side;

F. Universal Family Connection
July 31, 1992 -- south side,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the applications transmitted herewith.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said applications and report were *Placed on File.*

COMMITTEE ON AVIATION.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH UNITED STATES DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF NEW AIR TRAFFIC CONTROL TOWER AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Mayor, Richard M. Daley transmitting an ordinance authorizing the execution of a Lease Agreement between the City of Chicago and the United States Department of Transportation, Federal Aviation Administration, for the construction of a new Air Traffic Control Tower at Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body do *Pass* said proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee present, with no dissenting vote.

Respectfully,

(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution"), having a population in excess of 25,000, and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport commonly known as Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The United States Department of Transportation, Federal Aviation Administration ("F.A.A.") currently operates and maintains an Air Traffic Control Tower ("A.T.C.T.") at the Airport; and

WHEREAS, The F.A.A. now desires to lease land from the City at the Airport in order to construct a new A.T.C.T. at such Airport; and

WHEREAS, The new A.T.C.T. will provide greater efficiency for operations conducted by the F.A.A. and would benefit both the City and the parties using the Airport; and

WHEREAS, The F.A.A. shall design, fabricate, construct, install, operate, and maintain the A.T.C.T. at its own expense and at no cost to the City; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Mayor, or his proxy, are hereby authorized to execute a lease agreement between the City and the F.A.A. in substantially the form

attached hereto as Exhibit "A", and the City Clerk is authorized to attest and affix the seal of the City of Chicago, upon the recommendation of the Commissioner of the Department of Aviation, and subject to the approval of the City Comptroller and the Corporation Counsel as to form and legality.

SECTION 3. City fees for applicable building permits or licenses, if any, shall be waived.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".

This Lease, made and entered into as of this ____ day of _____, 1992, by and between the City of Chicago, a municipal corporation and home rule unit of local government under Article VII, Sections 1(a) and 6(a), respectively, of the 1970 Constitution of the State of Illinois, acting through its Department of Aviation (the "Lessor"), and the United States of America, acting through the Federal Aviation Administration (the "Government").

Recitals.

Whereas, The Lessor owns and operates an airport known as Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

Whereas, The Government currently operates and maintains an air traffic control tower at the Airport; and

Whereas, The Government now desires to lease land from the Lessor at the Airport in order to construct a new air traffic control tower ("A.T.C.T.") at such Airport; and

Whereas, The new A.T.C.T. will provide greater efficiency for operations conducted by the Government and would benefit both the Lessor and the parties using the Airport; and

Whereas, The Government shall design, fabricate, construct, install, test, start-up, operate, and maintain the new A.T.C.T. at its own expense and at no cost to the Lessor;

Now, Therefore, In consideration of the benefits conferred on the Lessor and the Government, and of the mutual covenants and promises herein contained, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Article I.

Incorporation Of Recitals.

1.01

The recitals set forth above are incorporated by references as if fully set forth herein.

Article II.

Terms And Conditions.

2.01 Lease Of Premises.

The Lessor hereby leases to the Government, and the Government hereby leases from the City, the property as depicted and described on (Sub)Exhibit A, attached hereto and made a part hereof ("Premises"), upon which the Government shall construct a new A.T.C.T.. In addition, the Government shall have the following rights and obligations with respect to the Premises:

(a) The Government shall have a right-of-way for ingress to and egress from the Premises; a right-of-way for establishing and maintaining, as may be necessary, a pole line or pole lines for extending electric power and/or telecommunication lines to the Premises; and a right-of-way for subsurface power, communication and/or water and sewer lines to the Premises; all rights-of-way to be, if necessary, over adjoining property of the Lessor. Such rights-of-way shall be by routes reasonably determined to be the most convenient to the Government; provided, however, that the Lessor shall be notified prior to the utilization of any such rights-of-way and shall be given the opportunity to suggest alternative routes.

(b) The Government shall have the right of grading, conditioning and installing drainage facilities; seeding the soil of the Premises and removing any or all obstructions from the Premises which may constitute a hindrance to the establishment and maintenance of the Premises.

(c) In addition to the right to construct the A.T.C.T., the Government shall have the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the Premises hereby leased in support of the A.T.C.T.; provided, however, that the Lessor retains the right to approve any exterior signs located on the Premises, which approval shall not be unreasonably withheld. Prior to the commencement of the work, and thereafter as often as may be necessary to provide Lessor with current and complete information about the work, the Government shall submit to the Lessor (i) initial and updated construction schedules (which shall be reviewed by the Lessor for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all work, and the estimated date of completion of the work under each of the Government's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport; and (iii) the Government's traffic management plans. Except as provided in Section 4.03 herein, alterations fixtures, additions, structures or signs placed in or upon, or attached to the Premises shall be and remain the property of the Government, and shall be removed upon the date of expiration or termination of this Lease, or within ninety (90) days thereafter, by or on behalf of the Government.

(d) The Government shall have the right to make underground connections and extensions at its own expense, with all existing and future gas, electric power, water, sewer, heating water, chilled water conduits and ducts; to relocate existing conduits, ducts, and manholes; and to install and maintain, as necessary or desirable, new conduits, ducts, and manholes, within or without the Premises over routes and at locations when outside the Premises subject to approval by the Lessor, which approval shall not be unreasonably withheld.

(e) The Government, its officials, employees, agents and contractors, shall have ready and convenient access to the Premises at all times, subject to the security and safety rules of the Lessor and to the operational needs of the Airport. The Government shall secure in its own name and at its sole cost all applicable permits and authorizations with regard to any construction, installation, or testing on the Airport. The Government shall restore any part of the Airport which is damaged by the construction, installation, operation, maintenance, repair, replacement and removal of the A.T.C.T. to the condition of the Airport immediately prior to the occurrence of such damage.

(f) The Government warrants that it has inspected the Premises, and any other areas in the Airport as may be necessary to perform work on the A.T.C.T.; that it accepts the Premises as is; that it was permitted access to any person or information in connection with its investigation of the Premises and such areas; that the time for such investigation was adequate; that from its own analysis it has satisfied itself as to the nature of all things needed to perform the work; and that except only for those representations expressly contained in this Lease, no other representation, statement or promise, oral or in writing, of any kind whatsoever, by Lessor, its officials, agents or employees, has been made regarding the nature, existence or location of materials, structures, obstructions, utilities or conditions, surface, subsurface or environmental, which may be encountered at the Premises or such other areas.

2.02

The Government shall have the right to park six (6) Government vehicles at ground level on the Premises.

2.03

The Government shall contract separately with the Lessor for metered chilled water, heated water and domestic water/sewer service, to be paid for on a unit price base. The unit price per B.T.U. of heating/cooling shall be on a cost recovery basis as determined by the analysis and study of an independent airport consultant commissioned and paid for by the Lessor no less than every two years. The Government shall separately contract for electricity and natural gas with the appropriate service providers.

2.04

To the extent authorized by the Federal Tort Claims Act, 28 U.S.C., Sec. 2671, et seq., the Government assumes full control and sole responsibility for its equipment, personnel and activities incident to this Lease.

2.06

The Government shall construct the following improvements in accordance with those work procedures described hereinbelow:

(a) Improvements.

(i) The Government shall have the right to construct a second level

walkway between Terminal 2 and the new A.T.C.T., to be used and maintained by the Government as the main entrance to the new A.T.C.T.. Only those portions of the walkway interfacing with Terminal 2 shall be subject to those work procedures in this Section 2.06.

(ii) The Government shall have the right to modify the Rotunda (Building No. 6) as required to construct the new A.T.C.T.. Upon completion, such modifications shall be owned and maintained by the Lessor.

(b) Work procedures.

(i) Responsibilities And Obligations Of The Government.

-- The Government shall perform the Work, or cause the Work to be performed on the Government facilities. The Government may award contracts for the Work to be performed but the Government shall remain responsible for the Work.

-- Subject to the provisions of Paragraph 3 hereof, the Government may commence the Work at any time after the execution of this Lease. The Government agrees that it will complete the Work, or cause the Work to be completed, with all reasonable diligence.

-- The Government shall designate a Project Manager who shall manage and coordinate the Work. The Lessor shall direct all communications regarding the Work to the Project Manager.

(ii) Standard Of Performance.

The Government shall perform, or cause to be performed, all Work with that degree of skill, care and diligence normally exercised by professionals performing equivalent work in projects of a scope and magnitude comparable to the Government facilities and further in accordance with O'Hare Rules and Regulations in existence at the time the Work commences. Such procedures and standards will not impose on the Government stricter or more rigid procedures or standards than are then being applied to other projects at the Airport.

(iii) Requirements For Work.

-- Project Planning, Design, and Fabrication Phase.

The Government shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Lessor, proposed drawings, plans, and specifications for the Government facilities for review and comment. Such drawings, plans, and specifications, and all amendments thereto, shall be subject to the approval of the Lessor, which approval shall not be unreasonably withheld. The Lessor will approve, conditionally approve or disapprove submissions of any such drawings, plans and specifications within ten (10) business days, or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation. If the Government intends to adopt fast track construction procedures, the Government must still complete each contract package to a reasonable level of detail (including alternate designs selected by the Government for major structural, mechanical, electrical and architectural elements) that will provide the Lessor adequate information upon which to base its review and approval. The Government shall not proceed with construction operations until all necessary approvals have been obtained.

-- Installation, Construction, Start-Up and Testing Phase.

The Lessor shall have the right to monitor the Work on the Government facilities to assure that the facilities are installed and constructed in conformity with the applicable standards. In order to assist the Lessor in monitoring the installation, construction, start-up and testing of the Government facilities, the Government's Project Manager shall submit, or cause to be submitted, to the Lessor copies of all:

-- progress reports;

-- notification of substantial completion of the Government facilities and final acceptance thereof;

-- any other documents related to the Government facilities which may be reasonably requested by Lessor.

No change order which materially changes the scope of the Work or has operational impact at the Airport shall be implemented by the Government without review by the Lessor. The Lessor will submit comments within ten (10) working days for the Government's action.

In the event the Lessor determines that the Work is at material variance from the approved drawings, plans, and specifications or the applicable O'Hare standards, the Government shall use its best efforts to expeditiously resolve such variance through immediate consultation with its contractors. Until it has been determined by the Lessor that the Work has been performed without material variance from the approved drawings, plans, and specifications or the applicable O'Hare standards, the Lessor may, by written notice to the Government (i) suggest to the Government that the Government withhold payments from any contractor or subcontractor which has performed, in the judgment of the Lessor, Work which is at material variance from the approved drawings, plans, and specifications or the applicable O'Hare standards or (ii) suggest to the Government that it stop Work on any portion of the Government facilities directly affected by such variance from the approved drawings, plans, and specifications or the applicable O'Hare standards. If the Government's response is unacceptable in the reasonable opinion of the Lessor, Lessor shall have the right to direct the Government to stop until the affected Work is corrected or replaced.

Any Work which is at material variance from the approved drawings, plans, and specifications or the applicable O'Hare standards shall be corrected or replaced by the Government, directly or through its contractors, provided that the Lessor has informed the Government of such variance within ten (10) days following the performance of such Work, unless the variance affects the structural integrity or safety of the Government facilities or the variance could not have been discovered with due diligence, in which case the Lessor shall inform the Government of such variance as soon as reasonably practicable. If such Work is not corrected or replaced by the Government within thirty (30) days following notice from the Lessor to the Government, the Lessor may cause such Work to be corrected or replaced, with its own forces or otherwise, at the expense of the Government, provided that in the event such Work cannot be corrected or replaced within said thirty (30) day period, the Government shall be afforded such additional time as the Lessor may determine to be reasonably necessary to correct or replace such Work.

Article III.

Consideration.

3.01

Pursuant to the Government Grant Assurance No. 28, the Lessor shall

furnish the Premises without cost to the Government, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of the air traffic control facilities upon the Premises hereby leased.

Article IV.

Term Of Lease.

4.01

The term of this Lease shall commence on _____ and terminate on September 30, 2032, unless terminated earlier in accordance with this Article IV.

4.02

(a) The Government may terminate this Lease, in whole or in part, at any time by giving at least thirty (30) days prior notice in writing to the Lessor.

(b) The parties may terminate this Lease, in whole or in part, at any time, by mutual agreement.

4.03

Upon termination of its occupancy either by expiration of this Lease or pursuant to Section 4.02, the Government shall have no obligation to restore and/or rehabilitate, either in whole or in part, the Premises, except as expressly stated herein. Further, the Government may abandon the Premises and any or all of the structures and equipment installed in or located upon such Premises by the Government during the term of this Lease. In the event that the Government abandons the Premises, the Government shall notify the Lessor in writing and such abandoned structures and equipment shall become the property of the Lessor.

Article V.

Lessor's Rights And Obligations.

5.01

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport boundaries that may interfere with the proper operation of the A.T.C.T. installed by the Government under the terms of this Lease, unless consent hereto shall first be secured from the Government in writing.

5.02

Pursuant to the Government Grant Assurance No. 29(b), the Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by Airport improvements or changes which, in the Government's opinion, interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except when such improvements or changes are made at the written request of the Government. Approval of an Airport Layout Plan by the Government does not waive the Lessor's responsibility to pay for said relocation. The Government shall not pay any part of such costs other than those provided by any existing Federal Aid to Airports Programs.

5.03

The Lessor shall, at no expense to the Government, provide the lighting control panels in the new A.T.C.T. and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of all runway and taxiway airfield lighting, and Airport beacon.

5.04

The Lessor shall be responsible for the proper and continued functioning of all Lessor-owned equipment and devices necessary for air traffic control operations.

5.05

The Lessor shall promptly advise the Government's duly authorized representative(s) in the new A.T.C.T. of any conditions which render all, or

any area(s) of the Airport unsafe for normal utilization by aircraft and will, upon demand, appropriately mark any such area(s) in a manner approved by the Government which properly indicates the existing condition(s); the Lessor shall promptly give notice to the Government's new A.T.C.T. representative(s) prior to the time and maintenance or construction is begun on the Airport landing area, unless such action is in accordance with a schedule which has been previously coordinated with the A.T.C.T.; such notice shall be given not less than thirty (30) days prior to the commencement date and said approved schedules shall be submitted for approval no less than thirty (30) days prior to the scheduled date for beginning the first item of construction and/or maintenance on the schedule.

5.06

The Government shall have absolute control of the operation of A.T.C.T. and its associated facilities at all times and shall not be subject to direction from the Lessor in this regard, but the Lessor shall indemnify and save harmless the Government from and against all loss, injury, or damage and any claims from and against all loss, injury, or damage and any claims for such acts resulting from or incident to the operation of said Tower; provided, however, the Lessor shall not be responsible for any such acts or claims resulting from the negligent or wrongful act or omission of any Government Agent, employee, and contractor operating in the A.T.C.T..

5.07

The Lessor, upon request from the Government, agrees to provide two-way ground control communication equipment in its maintenance and emergency vehicles scheduled to regularly operate in the Airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's A.T.C.T. on said Airport.

5.08

The Government shall provide the Lessor with ground level space in the new A.T.C.T. for Airport concession delivery vehicles. Such space shall be located in accordance with the site plan drawing, attached hereto and incorporated by reference herein as (Sub)Exhibit B. The Lessor shall be afforded the right to review and approve such drawings, plans, and specifications for such space in order to determine the adequacy of the space for its intended purpose, such approval not to be unreasonably withheld.

5.09

The Lessor shall maintain the space identified in Section 5.08 hereinabove, upon commencing use and occupancy thereof.

Article VI.

Compliance With All Laws.

6.01

The Government, and the Lessor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations, and executive orders of the Federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of the Lease. Further, this Lease, and any construction, installation, operation, maintenance, repair, replacement, and removal performed pursuant hereto, shall be subject to the rules and regulations of the Government for operations on or at the Airport.

6.02

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Lease or to any benefit arising from it. However, this clause does not apply to this Lease to the extent that this Lease is made with a corporation for the corporation's general benefit.

6.03

(a) This Lease is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601 -- 613) (the "Act").

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

(c) "Claim", as used in this clause, means a written demand or written assertion by one of the leasing parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretations of lease terms, or other relief arising under or relating to this Lease. A claim arising under a lease, unlike a claim relating to that Lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding $50,000 is not a claim under the Act until certified as required by subparagraph (d) (2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d) (1) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Contracting Officer.

(2) For Lessor claims exceeding $50,000, the Lessor shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable.

(3) (i) If the Lessor is an individual, the certification shall be executed by that individual.

(ii) If the Lessor is not an individual, the certification shall be executed by:

(A) A senior company official in charge at the Lessor's plant or location involved; or

(B) an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessor claims of $50,000 or less, the Contracting Officer must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor-certified claims over $50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Lessor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the

claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(h) The Lessor shall proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the Contracting Officer.

Article VII.

Notices.

7.01

All notices shall be in writing and may be personally delivered or sent by United States Certified or Registered mail, return receipt requested, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice to the other);

To Lessor:	City of Chicago, Department of Aviation 20 North Clark Street, Suite 3000 Chicago, Illinois 60602
To The Government:	Federal Aviation Administration, AGL-56 2300 East Devon Avenue Des Plaines, Illinois 60018

7.02

Notices delivered personally are effective upon receipt. Notices sent by mail shall be effective upon the fourth day after mailing in accordance with this section.

7.03

General correspondence may be forwarded to the above addresses via first class mail.

Article VIII.

Authorization.

8.01

Execution of this Lease by the Lessor is authorized by ordinance passed by the City Council of the City of Chicago on _____ (Council Journal of Proceedings, page _____).

8.02

Execution of this Lease by the Government is authorized by virtue of standard governmental delegations of authority.

In Witness Whereof, The parties hereto have hereunto subscribed their names as of the date above written.

City of Chicago

_____
Mayor

Attest:

_____
City Clerk

Approved:

_____
Department of Aviation

Comptroller

Approved As To Form And Legality:

Assistant Corporation Counsel

The United States of America

By: Donald P. Russo

Title: Supervisory Realty Specialist, AGL-56B

[(Sub)Exhibit "B" attached to this Lease Agreement printed on pages 19748 through 19749 of this Journal.]

(Sub)Exhibit "A" attached to this Lease Agreement reads as follows:

(Sub)Exhibit "A".
(To Lease No. DTFA14-92-L-R1416)

Description Of Premises.

1. A plot of land, including surface and subsurface areas, to accommodate an Airport Traffic Control Tower and associated base

structure as shown on attached Drawing Number GL-E-2093-0, and more particularly described as follows:

A tract of land in Section 8, Township 40 North, Range 12, East of the Third Principal Meridian, Cook County, Illinois, being also a part of Chicago O'Hare International Airport, described in accordance with the O'Hare Field Rectangular Coordinate System, bounded and described as follows:

Beginning at coordinate north 21,812.55 and east 19,961.10, identified as the Point of Beginning (P.O.B.) proceed north 55 degrees 08 feet 30 inches west a distance of 79.45 feet to coordinate north 21,767.14 and east 19,895.91; thence north 34 degrees 51 feet 30 inches east a distance of 77.25 feet to coordinate north 21,703.75 and east 19,940.06; thence north 90 degrees, 0 feet, 0 inches east a distance of 189.16 feet to coordinate north 21,703.75 and east 20,129.22; thence south 34 degrees 51 feet 30 inches east a distance of 77.26 feet to coordinate north 21,767.15 and east 20,173.38; thence south 55 degrees 08 feet 30 inches west a distance of 79.43 feet to coordinate north 21,812.55 and east 20,108.20; thence westerly, along the arc, a distance of 168.24 feet, radius 95.0 feet, to the point of beginning at coordinate north 21,812.55 and east 19,961.10. Said parcel containing approximately 20,859.75 square feet (0.48 acres more or less).

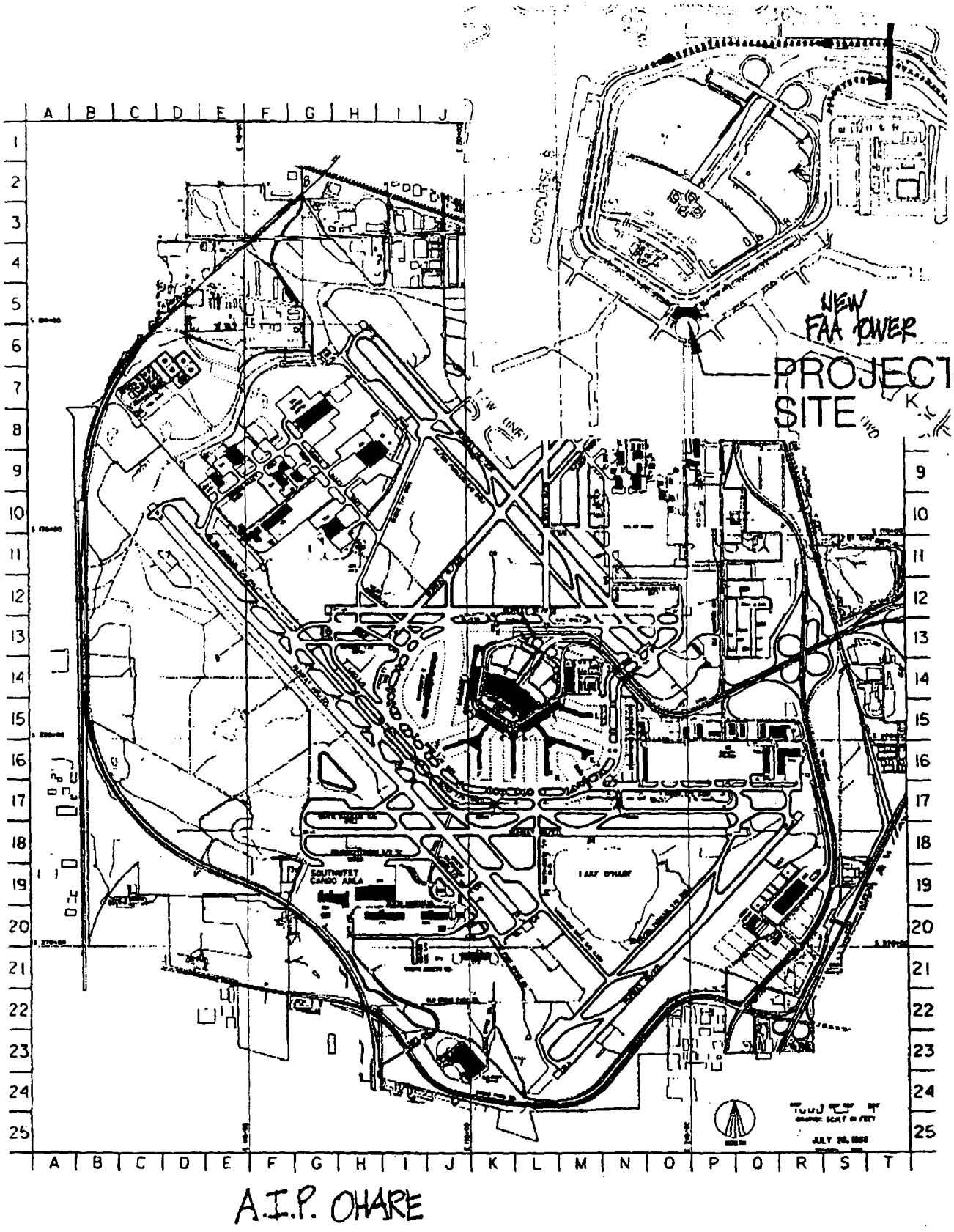
2. Depiction attached as Exhibit A-1.

3. Drawing Number GL-E-2093-0 attached as Exhibit B.

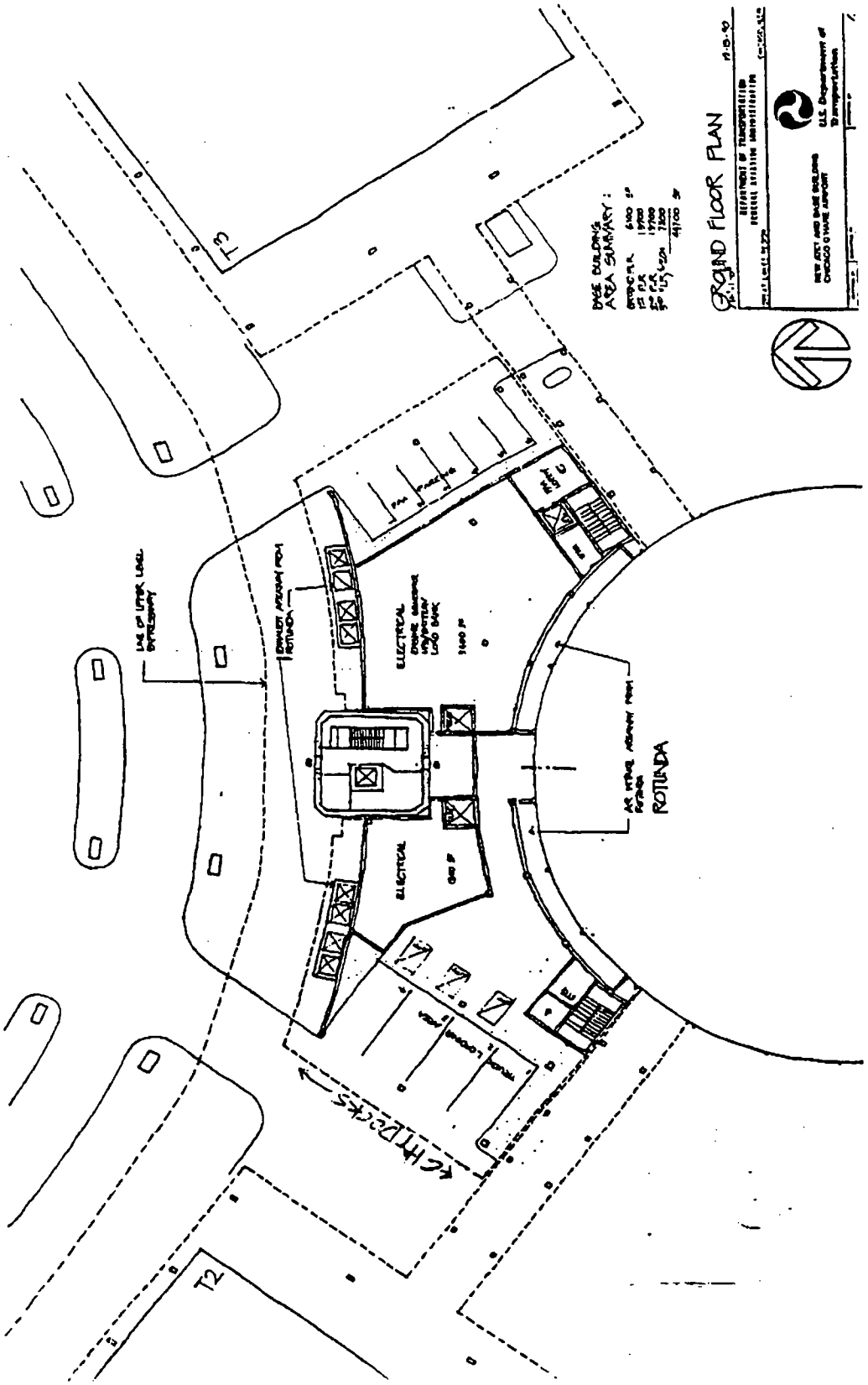
[Exhibit A-1 attached to this Description of Premises printed on page 19747 of this Journal].

[Exhibit B attached to this Description of Premises constitutes (Sub)Exhibit "B" to the Lease Agreement and printed on pages 19748 through 19749 of this Journal].

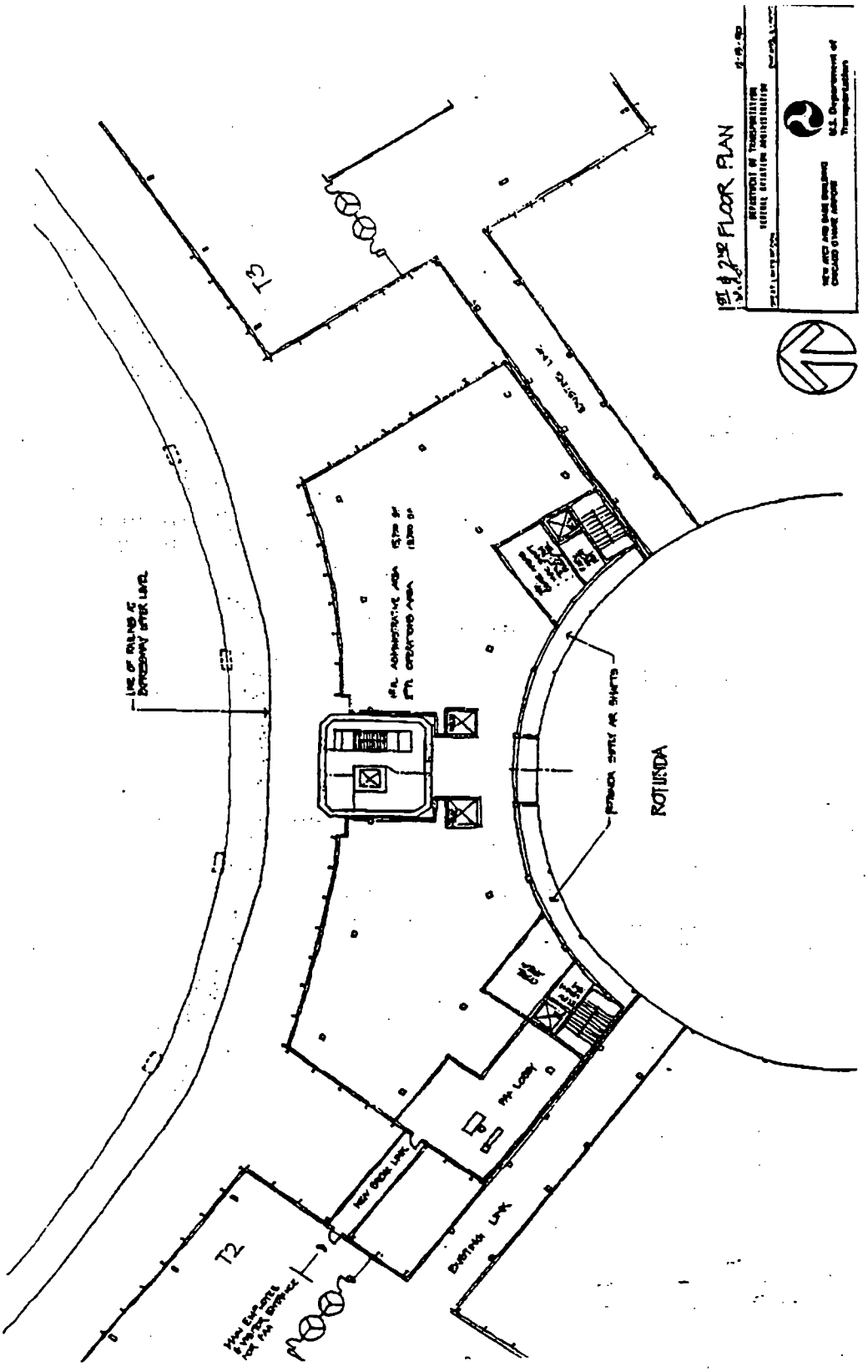
Exhibit "A-1".



(Sub)Exhibit "B".
(To Lease Agreement)
(Page 1 Of 2)



(Sub)Exhibit "B".
(To Lease Agreement)
(Page 2 Of 2)



AUTHORIZATION FOR AMENDMENT TO 1985 AMENDED AND RESTATED AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE WITH AMERICAN AIRLINES, INC. AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from Commissioner Jay R. Franke of the Department of Aviation, transmitting an ordinance authorizing an amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease between the City and American Airlines, Inc., begs leave to recommend that your Honorable Body do *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee present, with no dissenting votes.

Respectfully,

(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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns and operates an airport known as O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The City entered into an Airline Use Agreement and Terminal Facilities Lease dated as of January 1, 1985, ("Use Agreement") with American Airlines, Inc. ("Airline"); and

WHEREAS, Airline has assumed on July 21, 1992 space at Airport previously occupied by Trans World Airlines, Inc.; and

WHEREAS, Airline and City now desire to amend such Use Agreement to reflect Airline's increased space at Airport as a result of such assignment; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Mayor is hereby authorized to execute an amendment to the Use Agreement with Airline in substantially the form attached hereto as "Exhibit 1", and the City Clerk is authorized to attest and affix the seal of the City of Chicago, upon the recommendation of the Commissioner of the Department of Aviation, and subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Amendment To The Amended And Restated Airport Use Agreement And Terminal Facilities Lease.

This Amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, made and entered into as of this ____ day of _____, by and between the City of Chicago, a municipal corporation

and home rule unit of local government organized and existing under the laws of the State of Illinois ("City") and American Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware ("Airline").

Recitals.

Whereas, City and Airline have entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Use Agreement"); and

Whereas, City and Airline now desire to amend such Use Agreement to reflect the assignment by T.W.A. to Airline of certain space at O'Hare International Airport;

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. Exhibit J-2 to the Use Agreement is hereby amended by adding thereto additional pages entitled "Airline's Additional Phase III Exclusive Use Premises", which include as part thereof Drawings 13 -- 18, copies of which additional pages are attached hereto as Exhibit A.

Further, Exhibit K-2 to the Use Agreement is hereby amended by adding thereto additional pages entitled "Airline's Additional Parking Area", which include as part thereof Drawing 2, copies of which additional pages are attached hereto as Exhibit B.

Section 2. This Amendment is subject to the terms and conditions of the Revised Consent to the Assignment and Assumption of the Space by Airline and Trans World Airlines, Inc. passed by the City Council of Chicago on June 17, 1992.

Section 3. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment to be executed on its behalf by its President and its _____ Secretary, pursuant to due authorization of its Board of Directors all as of the day and year first above written.

Attest: City of Chicago

City Clerk Mayor

Approved:

Commissioner of Aviation

Comptroller, Department of Finance

As To Form And Legality:

Assistant Corporation Counsel

Attest: American Airlines, Inc.

By:

Secretary Title:

[Exhibits "A" and "B" attached to this Amendment printed on pages 19754 through 19763 of this Journal.]

Exhibit "A".
(Page 1 Of 8)

American Airlines

Exhibit J-2.

Airline's Additional Phase III Exclusive Use Premises.

(a) City and Airline agree that Airline's Additional Phase III Exclusive Use Premises in Terminal Building 3 and Concourse G (which are generally depicted in Drawing Numbers 13 -- 18 of this Exhibit J-2) shall include approximately 76,690 square feet, all of which shall be deemed Airline's Additional Footage.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises, including those to be constructed in the Expansion/Improvement Areas, are subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard hereto, which changes and refinements shall be subject to mutual agreement by City and Airline, and that when final decisions have been made and all necessary construction is completed, appropriate amendments, if any, shall be made to this Exhibit J-2.

(c) City and Airlines agree that Airline will relinquish its right to certain space on Concourse G, not to exceed 600 square feet, within 90 days of written notice from the City, in order to facilitate expansion of public areas.

Exhibit "A".
(Page 2 Of 8)

American Airlines

Additional Phase III Premises

Revised 7/22/92.

Terminal 3:	Total Exclusive Use
Mezzanine/Penthouse	5,368
Upper Level	2,920
Lower Level	15,663
Basement	1,360
Subtotal Terminal 3	25,311
Concourse G:	
Upper Level	22,713
Apron Level	28,666
Subtotal Concourse G	51,379
Grand Total	76,690
Existing Footage	0
Additional Footage	76,690

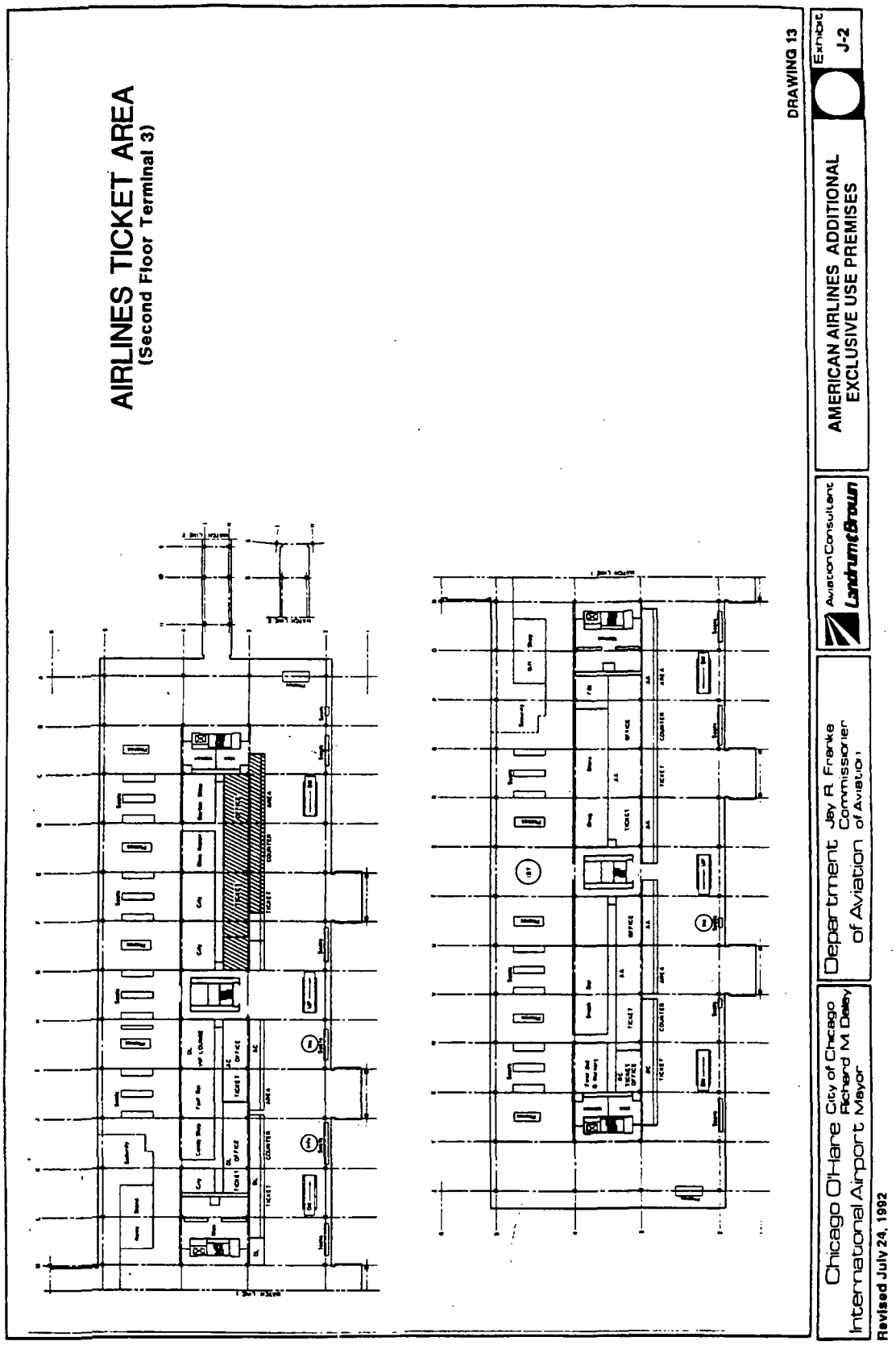

AIRLINES TICKET AREA
(Second Floor Terminal 3)
DRAWING 13
Exhibit J-2
AMERICAN AIRLINES ADDITIONAL EXCLUSIVE USE PREMISES
Aviation Consultant
Landrum&Brown
Department of Aviation
Jay R. Franke
Commissioner
Chicago O'Hare International Airport
City of Chicago
Richard M Daley
Mayor
Revised July 24, 1992

Exhibit "A".
(Page 4 Of 8)

American Airlines

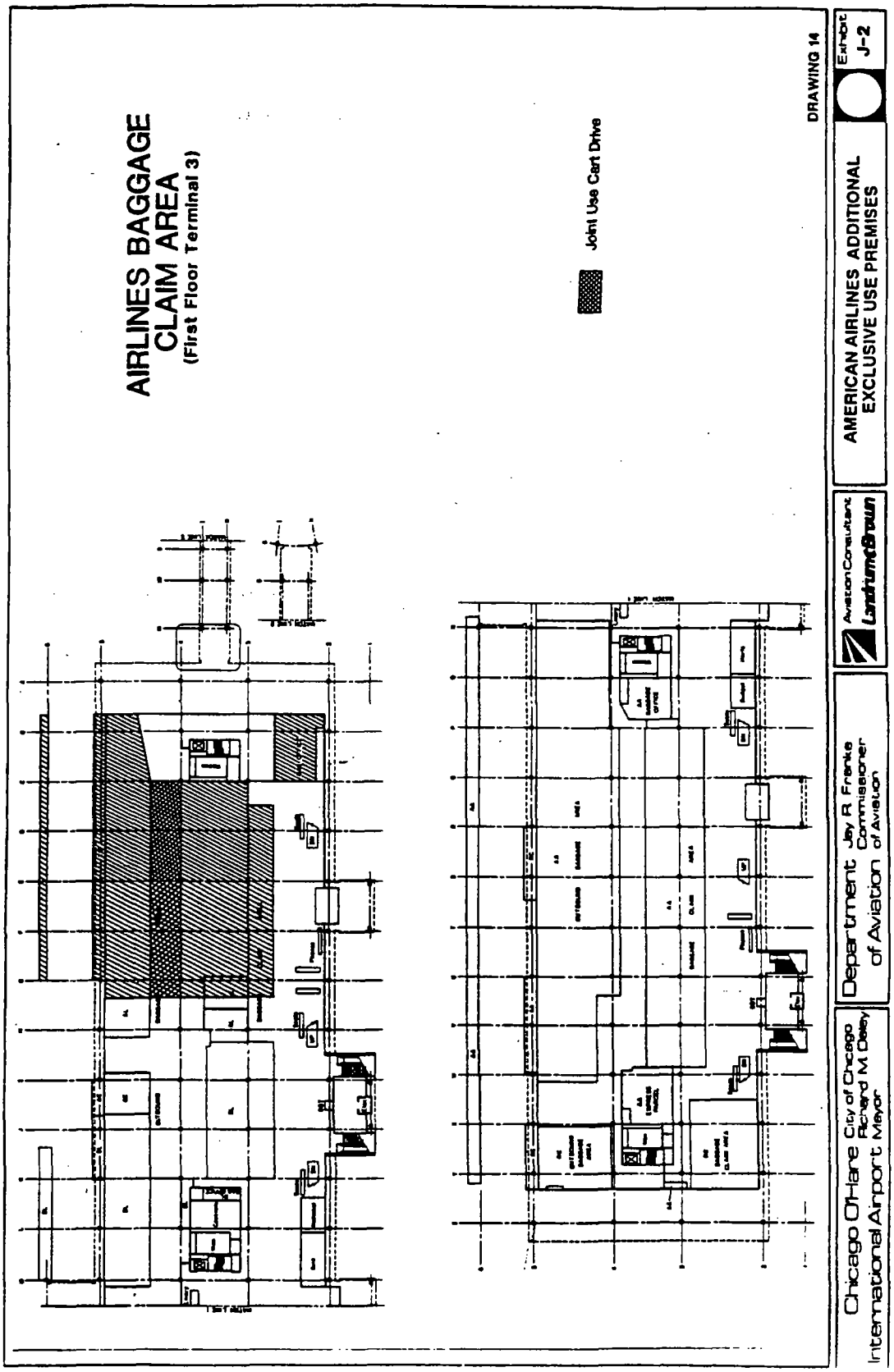


Exhibit "A".
(Page 5 Of 8)

American Airlines

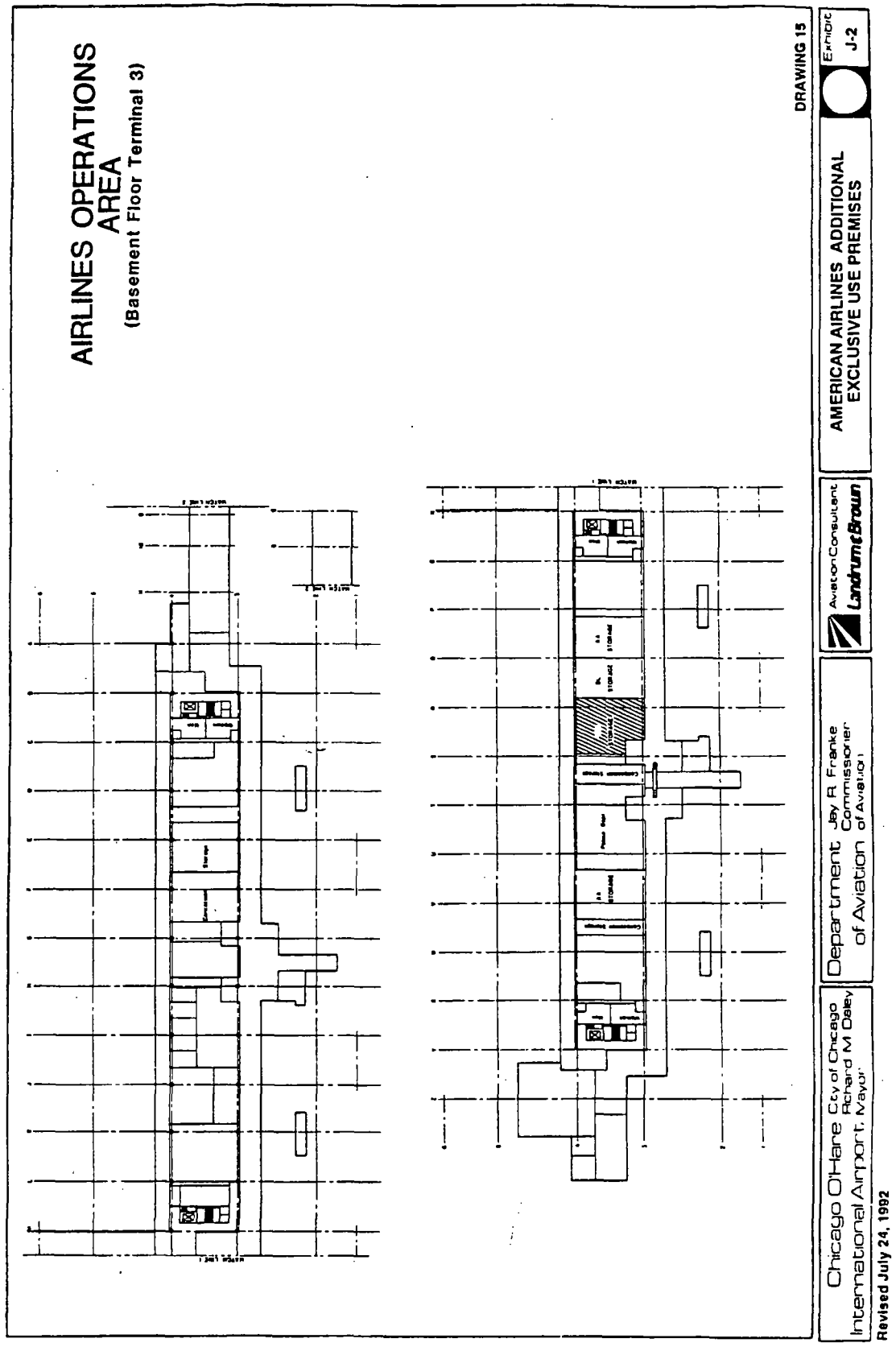


Exhibit "A".
(Page 6 Of 8)

American Airlines

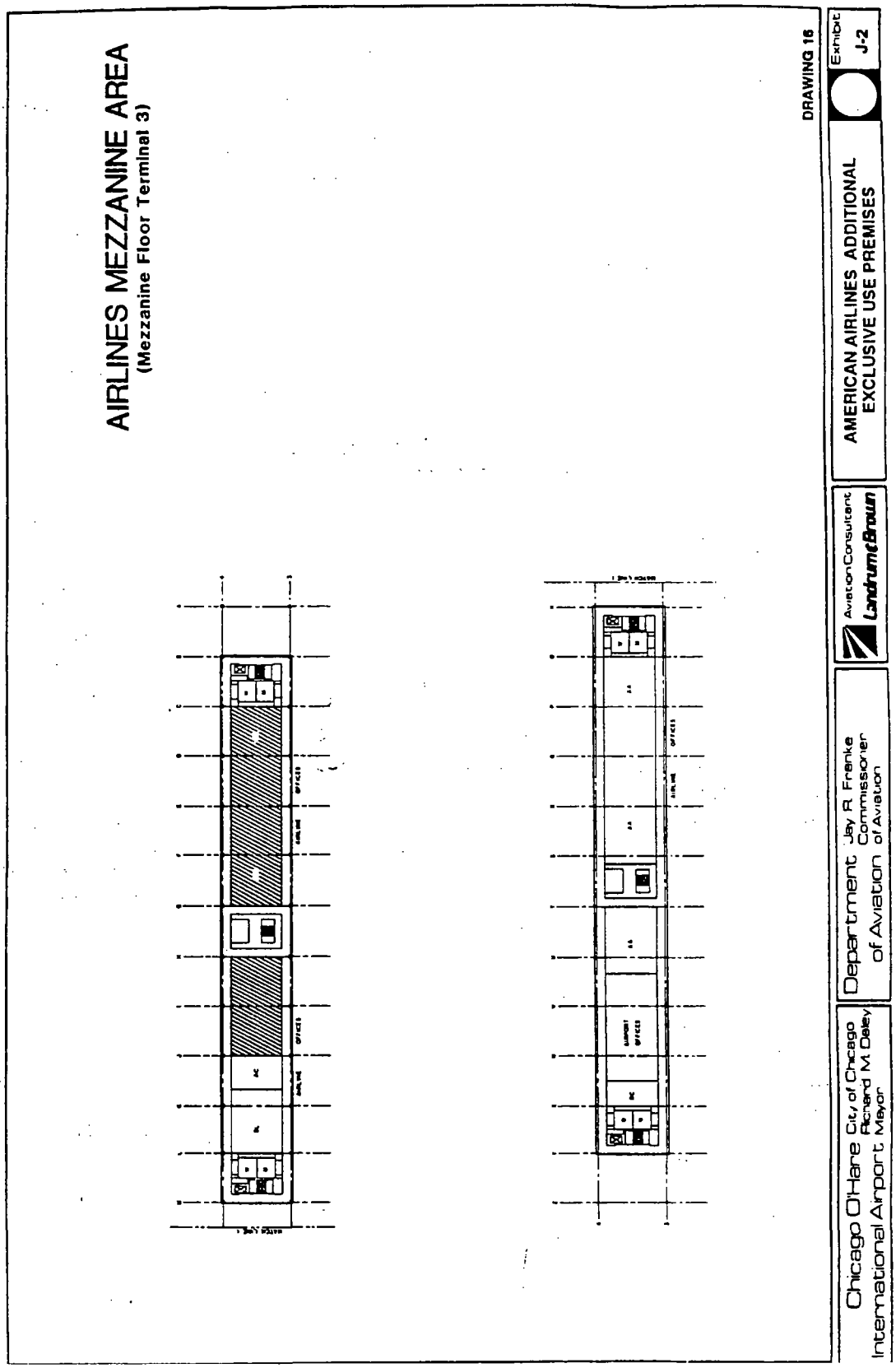


Exhibit "A".
(Page 7 Of 8)

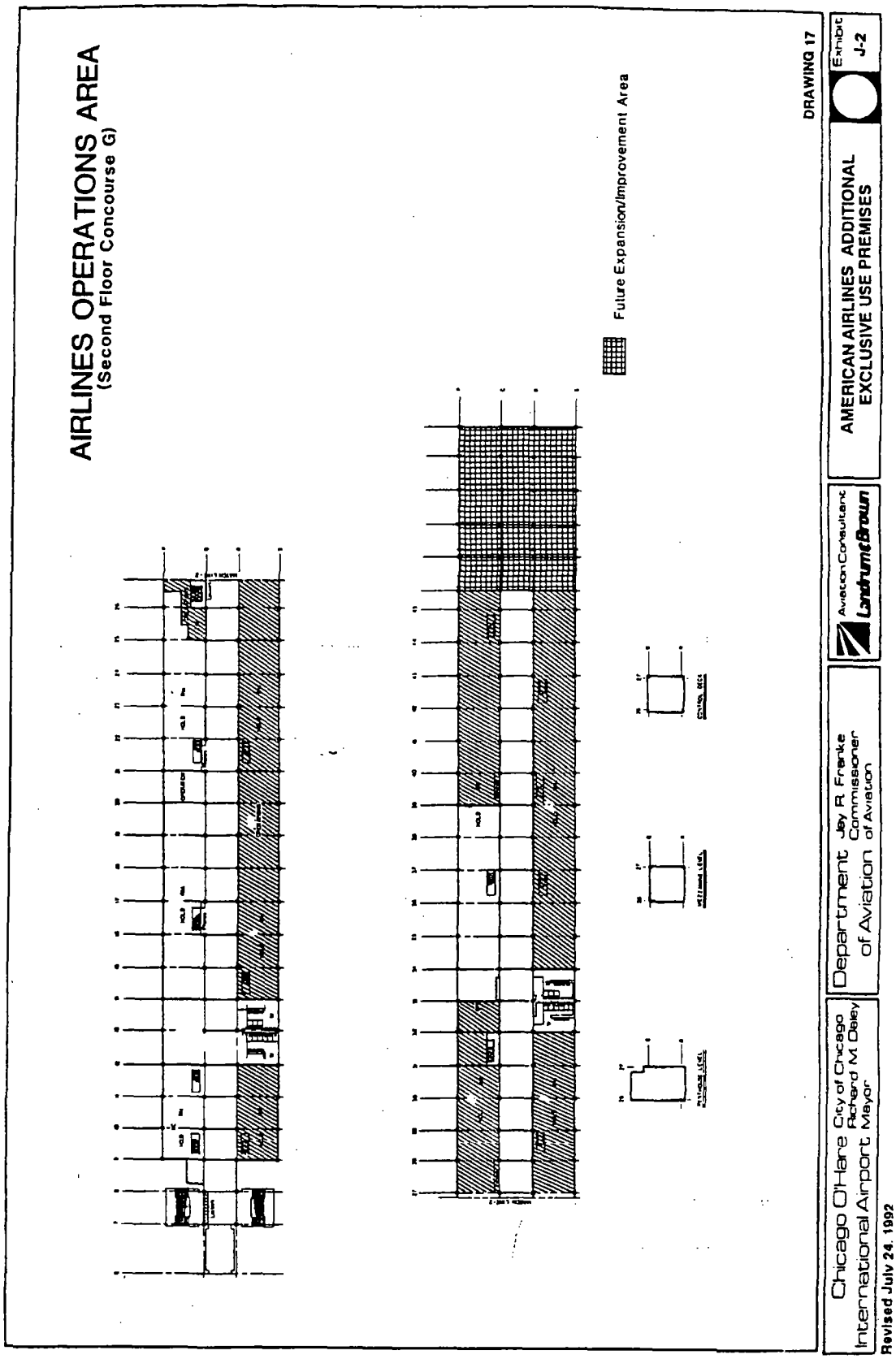


Exhibit "A".
(Page 8 Of 8)

American Airlines

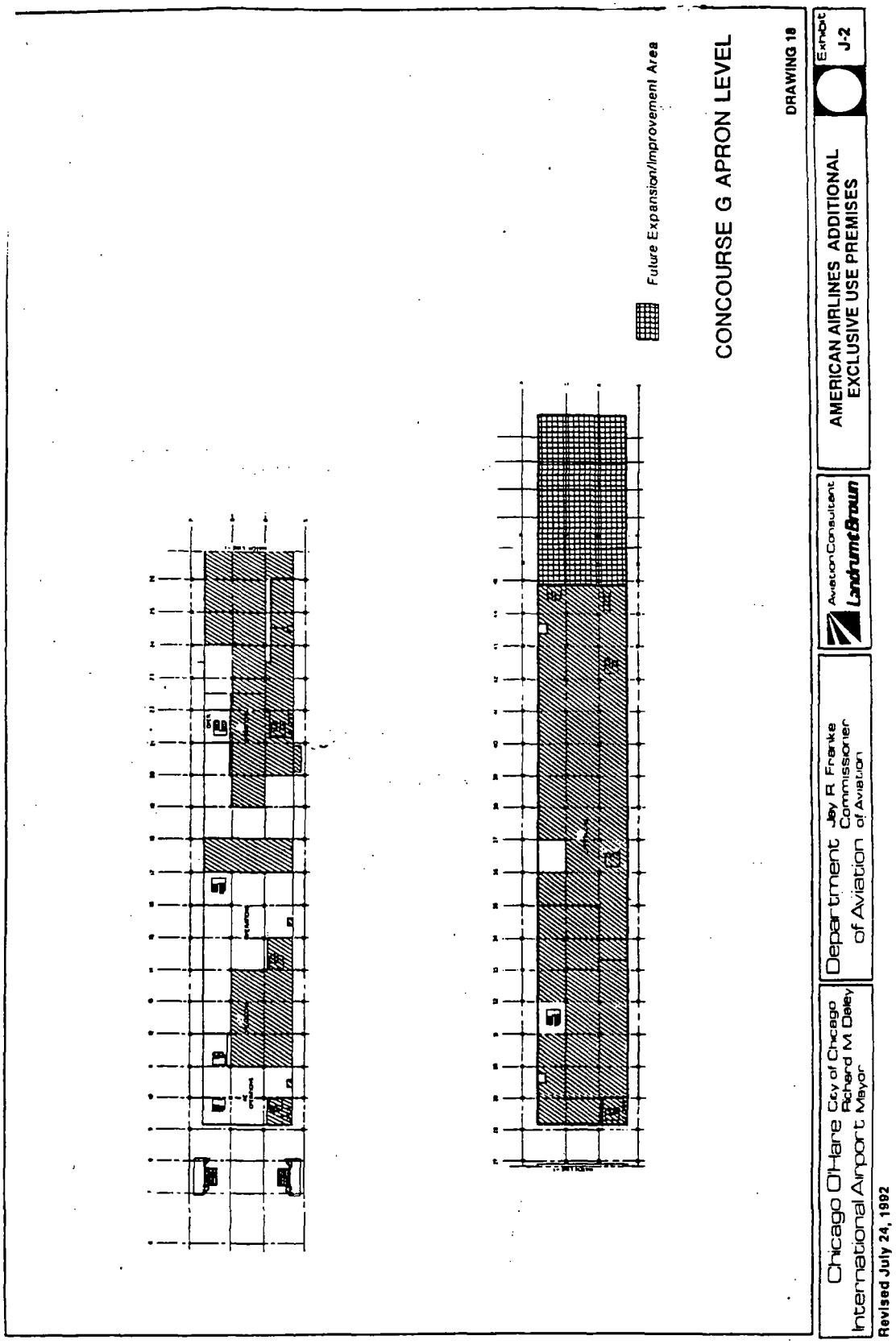


Exhibit "B".

(Page 1 Of 2)

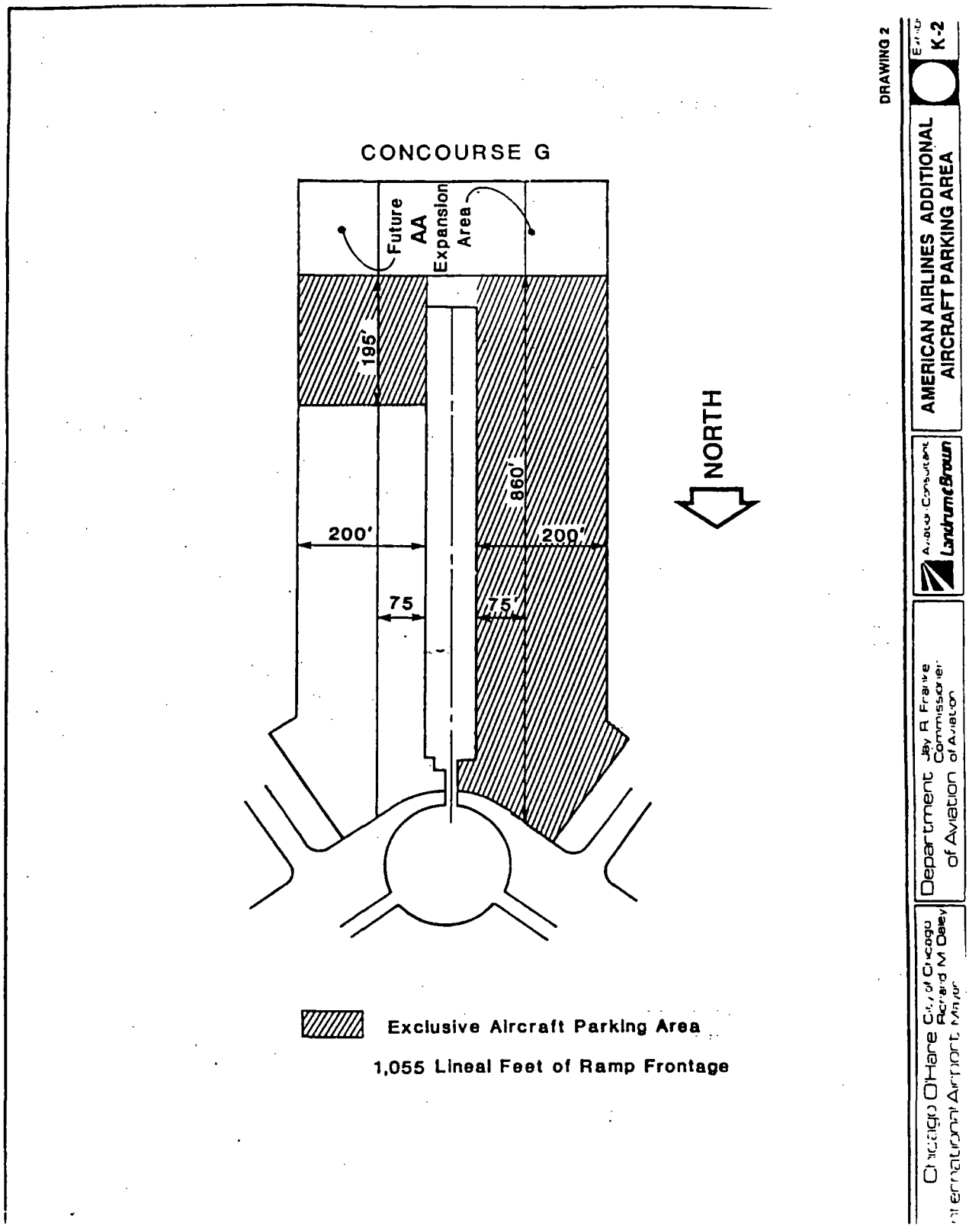
Exhibit K-2.

Airline's Additional Aircraft Parking Areas.

City and Airline agree that Airline's Additional Aircraft Parking Area associated with its Phase III Exclusive Use Premises shall include 1,055 lineal feet of ramp frontage, as depicted in Drawing Number 2 of this Exhibit K-2.

Exhibit "B".
(AA)

(Page 2 Of 2)



AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH BUTLER AVIATION-O'HARE, INC. AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from Commissioner Jay R. Franke of the Department of Aviation transmitting an ordinance authorizing the execution of an agreement between the City of Chicago and Butler Aviation-O'Hare, Inc. at Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee present, with no dissenting vote.

Respectfully,

(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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordiance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution") having a population in excess of 25,000, and and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, City operates an airport commonly known as Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, Butler Aviation-O'Hare, Inc. ("Butler") desires to lease certain facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

WHEREAS, City is willing to lease such facilities and to grant to Butler such rights and privileges, subject to certain terms and conditions; and

WHEREAS, City is required to collect aircraft landing fees ("Fees") at the Airport in accordance with the Chicago Municipal Code, Title 10, Section 10-36-190, et seq.; and

WHEREAS, Butler is willing to act on the City's behalf in connection with the collection of such Fees from aircraft operators using the facilities leased to Butler by the City; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Mayor of the City of Chicago and his proxy are hereby authorized to execute, and the City Clerk to attest, upon the recommendation of the Commissioner of the Department of Aviation ("Commissioner"), and subject to the approval of the Comptroller and the approval of the Corporation Counsel as to form and legality, an agreement with Butler to lease the facilities described therein, such agreement to be in substantially the form attached hereto as "Attachment 1".

SECTION 3. The Commissioner is authorized, subject to the approval of the Comptroller and to the approval of the Corporation Counsel as to form and legality, to permit Butler to collect Fees from certain aircraft operators, as identified by the Commissioner, which have not made other payment arrangements with the City for use of the Airport, subject to such terms and conditions as the Commissioner may deem necessary for such collection activities. The Commissioner is further authorized to compensate Butler for such collection activities by permitting Butler to retain no more than 25% of

those Fees actually collected by Butler. The Commissioner is further authorized to permit Butler to retain annually from such Fees an amount equivalent to that sum calculated pursuant to "Attachment 2".

SECTION 4. The Commissioner and other City officials, agents, and employees are authorized to carry out any ancillary actions necessary to fulfill the objectives of this ordinance.

SECTION 5. If any provision of this ordinance shall be held, or deemed to be, or shall, in fact, be inoperative or unenforceable, as applied in any particular case in any jurisdiction, or jurisdictions, or in all cases because it conflicts with any other provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this ordinance shall not affect the remaining portions of this ordinance, or any part hereof.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

Attachments 1 and 2 to this ordinance read as follows:

Attachment 1.

Facilities Lease

Between City Of Chicago

And Butler Aviation-O'Hare, Inc.

At Chicago O'Hare International Airport.

This Facilities Lease ("Lease") is made and entered into as of the ____ day of _____, 1992, by and between the City of Chicago, an Illinois municipal corporation and home rule unit of local government under Sections 1 and 6(a) of Article VII of the 1970 Constitution of the State of Illinois ("City") and Butler Aviation-O'Hare, Inc., an Illinois corporation ("Butler").

Recitals.

Whereas, City owns and operates an airport known as Chicago O'Hare International Airport ("Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, Butler desires to lease certain facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is ready, willing, and able to lease to Butler such facilities, and to grant to Butler such rights and privileges, subject to the terms and conditions set forth in this Lease;

Now, Therefore, For and in consideration of the promises and of the mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Article I.

1.01 Definitions.

The following words, terms, and phrases, shall, for the purposes of this Lease, have the following meanings:

(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by Butler in accordance with this Lease, other than for reasons of strikes or force majeure, for a period of ninety (90) days.

(2) "Airport" means Chicago O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made; but any land, rights-of-way or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(3) "Airport Rules and Regulations" means those rules and regulations governing the conduct and operations of the Airport promulgated from time to time by City as identified in Section 7.07 hereof.

(4) "Butler" means Butler Aviation-O'Hare, Inc., a corporation duly organized and existing under the laws of the State of Illinois and the lessee of the Demised Premises, or its authorized successors or assigns.

(5) "City" means the City of Chicago, a municipal corporation and a home rule unit of local government existing under the laws of the State of Illinois.

(6) "Commissioner" means the Commissioner of the Department of Aviation of City, or such person as he may designate in writing, or any successor to his rights and duties.

(7) "Date of Beneficial Occupancy" means the date on which Butler is able to use the Demised Premises for its intended purposes.

(8) "Delivery Date" means the date on which City actually delivers possession of the Demised Premises to Butler.

(9) "Demised Premises" means that section of Building No. 521 and the land on which it is located and such other land, including certain parking space for automotive and other equipment, together with any improvements affixed to such land, but excluding the Ramp, as may be identified on Exhibit A of this Lease.

(10) "Effective Date" means the date on which the City Council of City approves the ordinance authorizing the execution of this Lease by City.

(11) "Environmental Requirements" means all applicable federal, state, and local laws, ordinances, rules, regulations, and executive orders pertaining to environmental matters.

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

(13) "Hazardous Materials" means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCB's), oil, or any other petroleum products, natural gas, source material, special nuclear material, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. §2011, et seq.), pesticides regulated under the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance", "hazardous waste", or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C., §9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C., §1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C., §6901, et seq.) the Illinois Environmental Protection Act, (Ill. Rev. Stat., Ch. 111½, §1001, et seq.), and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute,

rule or regulation or local law, ordinance, rule, or regulation, as amended in each case.

(14) "Improvements" means any construction, lighting, fencing, protective devices, roads, paved areas, sidewalks, or other fixtures added to or made on the Demised Premises by Butler.

(15) "Lease" means this Facilities Lease, as may be hereafter amended or supplemented from time to time in accordance with its terms.

(16) "Notice Date" refers to the written notice to Butler by City to vacate some or all of the Ramp.

(17) "Ramp" means that portion of the new Permanent International Terminal Ramp which may be used by Butler on a temporary basis as designated by City.

(18) "Special Wastes" refers to those substances as defined in Section 1003.45, Ch. 111 of the Illinois Environmental Protection Act, and as further referred to in Section 809.103 of Illinois Admin. Code, Subtitle G, Ch. 1.

(19) "Work" means the furnishing by Butler of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Improvements, and the carrying out of all the duties and obligations under the terms and conditions of this Lease.

(20) "Work Liaison" means the person designated by the Commissioner to coordinate activities between Butler and the City.

1.02 Interpretation.

Any headings preceding the text of the Articles and Sections of this Lease, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience or reference and shall not constitute a part of this Lease, nor shall they affect the meaning, construction, or effect of this Lease. The term "including" shall be construed to mean "including, without limitation". In this Lease, unless the context otherwise requires, the terms, "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this Lease refer to this Lease; all section references, unless otherwise expressly indicated, are to sections of this Lease; words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to

include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Lease. All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

1.03 Incorporation Of Exhibits.

The following exhibits attached hereto are made a part of this Lease:

Exhibit A -- The Demised Premises.

Exhibit B -- Requirements for Work.

Exhibit C -- Affirmative Action Program.

Exhibit D -- Disclosure of Ownership Interests.

Exhibit E -- Certifications.

Exhibit F -- Calculation.

Article II.

2.01 Lease Of Facilities.

City hereby leases to Butler, and Butler hereby leases from City, that section of Building No. 521, as depicted and described on Exhibit A, attached hereto and incorporated by reference herein, subject to any necessary FAA approvals. The Demised Premises consists of approximately 9,650 square feet of building space, and 43,600 square feet of land, including the building site and certain automotive and other equipment parking space, and any improvements now or hereafter located thereon, together with the rights and privileges hereinafter described.

2.02 The Ramp.

City hereby grants Butler the nonexclusive right to use and park on the Ramp, or such other area(s) reasonably proximate to the Demised Premises as may be designated from time to time to replace the Ramp, during the term of this Lease or any extensions thereof. Such area shall be of a size reasonably sufficient to be useful for the purposes intended. Butler shall be

entitled to place a trailer on the Ramp, subject to the approval of the Commissioner, which approval shall not be unreasonably withheld. City shall provide access to such area(s) from the runways and shall, at its own expense, provide tie-down rods for general and corporate aviation aircraft, repair such area(s) and keep said area(s) free of snow and other debris and obstructions that might prevent or limit the use of said area(s) by aircraft. Butler shall be liable for traffic management of all of its vehicles and aircraft on the Ramp, as well as the vehicles and aircraft, and safety and security of its customers, employees, agents, contractors, guests and invitees occupying or using the Ramp. City shall not grant to any party any right to use the Ramp in any manner which interferes with the operations of Butler on the Demised Premises.

2.03 Reservation Of Easement.

The lease of the Demised Premises is subject to a reservation of easement rights by City for access to any public utilities traversing the Demised Premises and an easement to permit City access for its vehicles, employees, agents, guests, patrons, and invitees, and its suppliers of materials and furnishers of services. City will give Butler reasonable notice prior to its use of such easement right. City shall indemnify Butler for any losses, judgments or damages resulting from and solely attributable to the negligence of the City, its agents, officials and employees while present in their official capacity on the Demised Premises.

2.04 Restrictions On Use Of The Demised Premises.

Butler is hereby granted the exclusive use of the Demised Premises, subject to the terms and conditions of this Lease, and to all applicable federal, state and local laws, rules, regulations, codes, ordinances and orders, for any and all purposes reasonably necessary or convenient in connection with the conduct by Butler, its sublessees or assigns, or any lawful corporate purpose related to its aeronautical activities, including, without limitation, the right to conduct general aviation activities such as servicing, including fueling of aircraft and aircraft equipment; providing parking, hangar space, and airplane fuel to air carriers requesting such services; and performing aircraft and aircraft equipment maintenance and repairs. The use by Butler of the Demised Premises for uses other than those specified shall require the prior written approval of the Commissioner. The grant of such approval shall be in the sole discretion of the Commissioner.

2.05 General Rights.

(A) Butler shall have the right to perform and conduct such other activities and operations as the Commissioner may later approve in writing which are consistent with the rights, privileges and responsibilities granted to Butler and which do not unreasonably conflict with rights granted to

others, but absolutely no flight training is to be conducted in which student pilots take off or land at the Airport or use the airfield facilities for any flying or training activities whatsoever.

(B) Butler shall further have the right to use, in common with others, the public facilities at the Airport, including, but not limited to, landing areas, runways, taxi strips, and other aeronautical or navigation facilities, subject to all applicable laws, including Airport Rules and Regulations with respect to the use of such facilities imposed by City and rules and regulations promulgated by other governmental agencies having jurisdiction over the Airport.

(C) The use of any Airport roads or public parking lots by Butler, its employees, customers, suppliers, and invitees shall be subject to Airport Rules and Regulations.

2.06 Exclusive Possession.

Subject to the provisions of this Lease, City covenants that, so long as Butler performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges granted to it hereunder. Butler shall be entitled to lawfully and quietly hold, occupy, and enjoy the Demised Premises during the term of this Lease, provided Butler is not in default of any of its obligations under this Lease. In the event, Butler fails to perform any obligation set forth in this Lease, for a period of forty-five (45) days after receipt of written notice from City to do so, or if such obligation cannot be performed within forty-five (45) days and Butler has not diligently begun to perform or is not continuing to diligently perform such obligation, City shall have the right, but not the obligation, to perform such obligation and do all things necessary to perform and Butler shall promptly pay City the reasonable cost and expense of such performance. If Butler's failure to perform such obligations endangers the safety of the public or of the Airport, City may, without relieving Butler of any liability, proceed immediately and without notice to perform such obligations.

2.07 Ingress And Egress.

Subject to Airport Rules and Regulations, Butler, its sublessees or assigns, shall have the right and privilege (i) of ingress to and egress from the Demised Premises and the Ramp, for its employees, agents, guests, patrons and invitees, suppliers of materials, furnishers of service, and its equipment, vehicles, machinery and (ii) to provide transportation of its employees to, from, and within the Airport. Such ingress to and egress from the Demised Premises shall be through a secured guard post. Butler shall not block or otherwise obstruct common use taxiways or access roads with aircraft or groundside vehicles, respectively, at any time or in any manner which will

impair or adversely affect the use or operation of said taxiways or access road areas by City or other Airport users.

2.08 Present Condition Of Demised Premises.

Butler, by the execution of this Lease, accepts the Demised Premises in an "as is" condition. Butler shall be responsible for the compliance of the Demised Premises with all applicable federal, state and local laws, statutes, codes, ordinances, rules, regulations and orders. Further, City makes no warranty as to the environmental conditions of the Demised Premises or the Ramp. City Makes No Warranty, Either Express Or Implied, As To The Condition Of The Demised Premises Or That The Demised Premises Shall Be Suitable For Butler's Purposes Or Needs. City Shall Not Be Responsible For Any Latent Defect And Butler Shall Not, Under Any Circumstances, Withhold Any Rentals Or Other Amounts Payable To City Hereunder On Account Of Any Defect In The Demised Premises. By Its Entry Onto The Demised Premises, Butler Accepts The Demised Premises As Being Free And Clear From All Defects And In Good, Safe, Clean And Orderly Condition And Repair. Butler waives any and all claims which may currently exist or which may arise in the future by contract, at common law, in equity, or under statute, now or then currently in effect, and which relate to environmental conditions on, under, or near the Demised Premises or the Ramp.

2.09 Liens Prohibited.

Butler shall keep its Demised Premises free and clear of any and all liens in any way arising out of the construction, improvement, or use thereof by Butler; provided, however, Butler may in good faith contest the validity of any lien, provided such contest does not impair the title of the City or the City's rights with respect to the Demised Premises. City's title to the Demised Premises and the Airport is and always shall be paramount to the interests of Butler in the Demised Premises. Nothing herein contained empowers Butler to commit or engage in any act which can, shall, or may encumber the title of City. In no event shall this Lease or any rights or privileges hereunder be an asset of Butler under any bankruptcy, insolvency, or reorganization proceedings.

Article III.

3.01 Delivery Date.

City shall deliver possession of the Demised Premises to Butler on or before the Effective Date of this Lease ("Delivery Date"). If City is unable to deliver possession on or before said date for any reason, the Commissioner

shall provide Butler with written notice of the delay and the estimated revised Delivery Date; provided, however, that City shall not be subject to any liability for any delay in possession of the Demised Premises by Butler.

3.02 Term.

The Term of this Lease shall be for a period of five (5) years, commencing on the Delivery Date and terminating five years after the Date of Beneficial Occupancy unless sooner terminated in accordance with the provisions set forth in this Lease, or unless terminated at the option of Butler in the event that Butler fails to receive authorization to conduct fixed base operations or general aviation functions at the Airport by any governmental agency; provided, however, that Butler shall give the City written notice no less than ninety (90) days prior to such termination, and provided further that the City shall be released from any obligation to pay any remaining sums due under Section 4.02 of this Lease.

3.03 Extension.

This Lease may be extended beyond the termination date, upon Butler's written request, on a month-to-month basis and on the same terms and conditions stated herein, at the sole discretion of the Commissioner.

Article IV.

4.01 Rent.

In consideration of the Lease of the Demised Premises, Butler shall pay City $7.00 per square foot per year for the 9,650 square feet of building space and $.65 per square foot per year for the 43,600 square feet of land, for an annual total of $91,595. The rent shall be paid to City at such place and in such manner as may be designated by the Commissioner and shall be made in monthly installments, due on the first of each calendar month commencing on the first full calendar month following the Date of Beneficial Occupancy. Payments for partial months or calendar years shall be appropriately prorated.

4.02 Rent Adjustments.

(A) Butler shall be allowed a credit against its rent set forth under Section 4.01 above to amortize Butler's construction costs, including architectural and engineering fees, in performing Work on the Demised Premises and for making other improvements to the Demised Premises reasonably necessary to allow Butler to conduct business. Butler's construction costs are currently estimated to be $650,000 and the amount to be amortized shall not exceed

that amount, plus Butler's financing costs, which shall not exceed 10% interest. Butler shall submit to City on or before August 1, 1992, or as soon thereafter as possible, copies of all paid invoices connected with the Work. The total of paid invoices, after being audited by City and after the agreed upon financing costs has been added, shall be amortized on a straight line basis over the number of months remaining on the Lease at that time to arrive at the fixed amount of the monthly rent credit to Butler.

(B) In addition to the rent set forth under Section 4.01, Butler shall also pay City pursuant to this Lease annually during the term of the Lease, as may be extended, an amount calculated in accordance with the formula set forth in Exhibit F, attached hereto and incorporated by reference herein, which annual amount shall be payable in twelve (12) equal monthly installments. This annual amount relates to certain costs of construction for the Ramp. Payments shall be made as directed by the City.

4.03 Taxes.

Butler shall be responsible for payment of all applicable taxes levied against the Demised Premises and shall pay such taxes directly to the appropriate taxing agency. Butler shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of request and shall provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Butler from contesting such charge or tax, including those taxes or charges enacted or promulgated by City.

4.04 Utilities.

Butler shall be responsible for payment of all cost of water, electricity, natural gas, telephone service, and all other utility services for the Demised Premises whether furnished by City or purchased by City on behalf of Butler or furnished by independent contractors.

4.05 Permits, Licenses.

Butler shall be responsible for obtaining at its own expense all necessary governmental approvals, inspections, permits, or licenses needed in connection with the Demised Premises, any business conducted thereon, or any Work performed thereon.

4.06 Late Payments.

Any amount which is not paid when due shall bear interest from its due date at a rate of 1% per month.

Article V.

5.01 Construction Of Improvements.

All Work shall be accomplished in accordance with the terms and conditions of this Lease and of Exhibit B, attached hereto and incorporated by reference herein, and Work shall not be commenced until Butler has obtained all approvals, permits, and licenses required by any governmental authority or by Exhibit B.

5.02 Title.

City and Butler mutually agree that all the proposed Improvements constructed by Butler, shall become and remain the property of City.

5.03 Maintenance And Repair.

(A) Butler shall be responsible for and shall perform or cause to be performed all maintenance and repair of the Demised Premises and shall keep such Demised Premises clean and free from excessive debris. Butler shall at all times:

(1) Keep the Demised Premises and all fixtures, equipment and personal property in a clean, safe, and orderly condition and appearance;

(2) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and painting, such repairs, replacements, and painting by Butler to be of a quality not inferior to the standards set forth in the appropriate rules and regulations adopted by City for the Airport;

(3) Control all of its vehicular traffic on the Demised Premises and the Ramp and take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors, and other persons, and employ such means as may be necessary to safely direct the movements of its vehicular traffic;

(4) Either directly or through a licensed independent contractor, dispose of its garbage, debris, and other waste materials (including snow and ice) from the Demised Premises;

(5) Replace any portion of the structure of any buildings on the Demised Premises that may be destroyed or need replacement for any reason whatsoever.

(B) If the performance of any of the foregoing maintenance, repair, replacement, or painting obligations of Butler requires work to be performed near an active taxiway or runway or where safety of airport operations might be involved, Butler shall post guards or erect barriers or other safeguards as required and approved by the Commissioner at such locations.

(C) Butler shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required to conform to standards prescribed by City and the Federal Aviation Administration or any other governmental agency having jurisdiction over the Demised Premises.

5.04 Inspection.

City shall have the right to inspect the Demised Premises and direct Butler to make ordinary repairs. City shall provide reasonable notice prior to such inspection, unless in an emergency situation, and shall notify Butler's representative on the Demised Premises at the beginning of any such inspection.

5.05 Signs.

Any signs installed by Butler, on the Demised Premises or the Ramp shall be limited to those which advertise the aircraft support services provided by Butler, or its sublessees or assigns. The number, general type, size, design, and location of such signs shall be subject to all rules and regulations promulgated by City, as may be amended.

5.06 Nondisturbance.

The Work and the operations of Butler and its officials, agents, employees, contractors, guests, patrons, and invitees on the Demised Premises and the Ramp shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, or be offensive to others at the Airport. In the event that Butler is not in conformity with this Section, at the written request of the Commissioner, Butler shall immediately conform the demeanor or conduct of Butler or its officials, agents, employees, contractors, guests, patrons, and invitees to the standard set forth in this Section.

Article VI.

6.01 Maintenance And Operation Of Airport.

(A) City shall operate and maintain in a manner consistent with that of a reasonably prudent operator of an Airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities, and equipment, now or hereafter provided by City, serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones, and other foreign matter, as reasonably as may be done, from taxiways, connections therefrom, and roadways.

(B) City shall supply adequate lighting for the Airport, including landing lights, floodlights and other field lighting.

(C) City shall use its best efforts to keep the Airport open and in operation for landings and takeoffs of aircraft of any type using facilities similar to the Demised Premises.

6.02 Performance By Butler Upon Failure Of City To Maintain And Operate.

In the event City fails to perform any obligation set forth in Section 6.01 above for a period of forty-five (45) days after receipt of written notice from Butler to do so, or if such obligation cannot be performed within forty-five (45) days and City has not diligently begun to perform or is not continuing to diligently perform such obligation, Butler may perform such obligation of City and do all things necessary to perform such obligation and City shall promptly pay Butler, upon the submission of paid receipts by Butler and verification thereof by City, the reasonable cost and expense of such performance but only out of available Airport funds, if any. If City's failure to perform such obligations endangers the safety of the public, of employees of Butler, or Butler's business on the Demised Premises and Butler so states in its notice to City, Butler may perform such obligations if City does not immediately proceed to perform such obligations.

Article VII.

7.01 Compliance With All Laws.

Butler shall comply with all applicable Federal, State, and local laws, codes, regulations, ordinances, rules and orders; provided, however, that Butler may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by

Butler and does not jeopardize the health or safety of persons at the Airport or Airport operations. Butler covenants and agrees that this Lease shall be subordinated to the provisions of any existing or future agreement between City and the United States Government, the execution of which has been or will be required as a condition precedent to the granting of Federal funds for the development of the Airport.

7.02 Compliance With City/State Requirements.

Butler agrees to execute such certificates as may be necessary to comply with all applicable Federal, State and local laws, codes, regulations, ordinances, executive orders, rules and orders, including without limitation such certifications as are listed below. All such certifications shall be executed by Butler and shall be attached hereto and incorporated by reference herein as Exhibits D and E.

(A) Disclosure of Ownership Interests. Butler shall execute a "Disclosure of Ownership Interests" in such form and detail as required by City.

(B) Office of Inspector General/Anti-Bribery/Anti-Collusion/State Tax Delinquency. Butler shall execute a certification in the form provided by City, in compliance with Ill. Rev. Stat, Chapter 38, Pars. 33E-3, 4 and 11 (B), as amended; Ill. Rev. Stat., Chapter 24, Par. 11-42.1-1; Chapter 2-56 of the Municipal Code; and Section 2-92-320 of Chapter 2 of the Municipal Code, respectively.

(C) Anti-Scofflaw.

(1) In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any set-off) available to City under this Lease or permitted at law or in equity, City shall be entitled to set off a portion of any amounts due Butler by City under this Lease in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Butler to City. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to City for which the period granted for payment has expired.

(2) Notwithstanding the provisions of subsection (1), above, no such debt(s) or outstanding parking violation complaint(s) shall be offset from any amounts due Butler from City under this Lease if one or more of the following conditions are met:

(i) Butler has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to City and Butler is in compliance with the agreement; or

(ii) Butler is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

(iii) Butler has filed a petition in bankruptcy and the debts owed City are dischargeable in bankruptcy.

(D) Ethics. Butler shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including, but not limited to, Section 2-156-120 pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of such Chapter shall be voidable as to City.

(E) Anti-Apartheid. Butler shall comply with Chapter 3-68 of the Municipal Code of Chicago (as applicable) and the regulations issued pursuant thereto, subject to any waivers or exceptions which are permissible thereunder. Butler understands and acknowledges that City may declare a default and terminate all existing contracts with Butler if Butler violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (1) a violation of the certifications contained in the Anti-Apartheid Affidavit which is attached hereto as part of Exhibit E; (2) the concealment of an existing contractual relationship or entering into such contractual relationship with (a) South Africa, (b) a South African business, or (c) any business or corporation for the express purpose of assisting in trading with any private or public entity located in South Africa; and (3) the sale to City or installation on the Demised Premises of goods principally manufactured, produced, assembled, grown, or mined in South Africa. This right of termination is supplemental to any other remedy which City may have under this Lease, at law, or in equity, and shall entitle City to direct, indirect, special, and consequential damages, and any other appropriate legal or equitable remedy. Further, Butler understands and acknowledges that any person who violates any provisions 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. The fines shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

7.03 Nondiscrimination.

(A) Federal Requirements. It shall be an unlawful employment practice for Butler (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap, or national origin. Butler shall comply with the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Secs. 793 -- 794 (1981); Americans with Disabilities Act, P.L. 101 -- 336; and 41 C.F.R. Part 60, et seq. (1990).

(B) State Requirements. Butler shall comply with the Illinois Human Rights Act, Ill. Rev. Stat. Chapter 68, Par. 1-101, et seq. (1990), as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Butler shall comply with the Discrimination in Public Contracts Act, Ill. Rev. Stat. Chapter 29, Par. 17, et seq. (1990), as amended.

(C) City Requirements. Butler shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq. of the Municipal Code of Chicago, as amended. Further, Butler shall furnish and shall cause each of its contractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

7.04 Nondiscrimination In The Use Of The Demised Premises.

This Lease involves the use of or access to space on, over, or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public. Butler, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to

discrimination in the use of said facilities; (b) that no person on the ground of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of Improvements on, over, or under such land and the furnishing of services thereon; and (c) that Butler shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation. In the event of a breach of the above nondiscrimination covenants by Butler, City shall have the right to terminate this Lease and to reenter and repossess the Demised Premises and the facilities thereon, and hold the same as if this Lease had never been executed.

7.05 Nondiscrimination In Furnishing Services.

As required by applicable Federal regulations, Butler agrees to furnish services on a fair, equal, and nondiscriminatory basis to all users thereof, and to charge fair, reasonable, and not discriminatory prices for each unit of service, provided that Butler may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

7.06 Affirmative Action Program And M.B.E./W.B.E. Requirements.

Butler assures that it will undertake an affirmative action program which sets forth all applicable Federal standards as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Butler assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Butler assures that it will require that its covered suborganizations provide assurances to Butler that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect. In furtherance thereof, Butler also agrees to implement a program consistent with the provisions of Exhibit C, attached hereto and incorporated by reference herein.

7.07 Airport Rules And Regulations.

(A) Butler shall obey all Airport Rules and Regulations governing the conduct and operations of the Airport, promulgated from time to time by City, provided, however, that such Airport Rules and Regulations must be neither (i) inconsistent with the exercise by Butler of any right or privilege granted to it hereunder or under any other agreement between Butler and

City relating to the Airport, nor (ii) inconsistent with the rules and regulations or orders of any federal or state agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Butler unless it has been given fifteen (15) days prior written notice of the adoption thereof.

(B) Upon written request of Butler, City shall supply Butler with a copy of City's current Airport Rules and Regulations.

(C) Nothing herein shall be construed to prevent Butler from contesting in good faith any Airport Rule or Regulation without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Butler.

7.08 Compliance With Environmental Requirements.

(A) Butler shall, in conducting any activity or business on or from the Demised Premises or on the Ramp, including environmental response or remedial activities, comply with all Environmental Requirements, including but not limited to Environmental Requirements regarding the storage, use, and disposal of Hazardous Materials or Special Wastes and regarding releases of Hazardous Materials or Special Wastes to the environment.

(B) Butler, at the request of City, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials Butler has prepared pursuant to any Environmental Requirement or submitted to any government regulatory agency. Butler shall provide City with copies of all letters of inquiry from any federal, state or local agency. If there is an Environmental Requirement to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under, or about the Demised Premises or the Ramp, Butler shall immediately notify City and as soon as practicable thereafter provide a written copy of such notice or report to City and, to the extent practicable, shall receive the approval of City prior to submitting such notice or report to the appropriate governmental agency.

(C) City shall have reasonable access to the Demised Premises to inspect the same to confirm that Butler is using the Demised Premises in accordance with Environmental Requirements. Butler, at the reasonable request of City and at Butler's expense, shall conduct such testing and analysis as is necessary to ascertain whether Butler is using the Demised Premises in compliance with all Environmental Requirements. Any such tests shall be conducted by qualified independent experts chosen by Butler and subject to City's reasonable approval. Copies of reports shall be provided to City.

(D) In the event that Butler fails to comply with any applicable Environmental Requirements, City, in addition to its rights and remedies

provided in Section 12.02 below, may enter onto the Demised Premises and take necessary measures to insure compliance with Environmental Requirements, all at Butler's expense.

(E) In the event of a release or threatened release of Hazardous Materials or Special Wastes to the environment relating to or arising out of Butler's use or occupancy of the Demised Premises or the Ramp or in the event any claim, demand, action, or notice is made against Butler regarding Butler's failure or alleged failure to comply with any Environmental Requirements, Butler shall immediately notify City, with a written report submitted as soon as possible thereafter, and shall provide City with copies of any written claims, demands, notices, or actions so made.

(F) City expressly makes no warranty regarding Hazardous Materials and Special Wastes or that the Demised Premises and the Ramp are free of Hazardous Materials and Special Wastes and other environmental contaminants. In the event that City is named in any enforcement action or lawsuit by any party in connection with the environmental condition of the Demised Premises or Improvements thereon, Butler shall defend City and indemnify City for any costs, damages, or fines that might be found against City.

7.09 Contractors.

Butler agrees that all of the provisions set forth in this Section 7 will be incorporated in all contracts entered into with any suppliers of materials, furnishers of services, contractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Lease. Butler agrees to cause its contractors to execute such certificates as may be necessary in furtherance of these provisions. Such certifications shall be attached and incorporated by reference in the contracts. In the event that any contractor is a partnership or joint venture, Butler shall also include provisions in its contract insuring that the entities comprising such partnership or joint venture shall be jointly and severally liable for its obligations thereunder.

Article VIII.

8.01 Exercise By City Of Governmental Functions.

Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Butler to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted hereunder. Nothing herein shall be construed to prevent Butler from contesting in good

faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Butler.

8.02 Prohibition Against Exclusive Rights.

It is hereby specifically understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the grant to Butler of an exclusive right to use Airport facilities or to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and City reserves the right to grant to others at the Airport similar privileges and rights.

8.03 Regulating The Airport.

(A) If during the term of this Lease, City determines that all of the Ramp or a major portion of it is necessary for the operation of the new International Terminal, under construction at the time of execution of this Lease, City may, in its sole discretion, require Butler to vacate the Ramp or a major portion of it, within six months of written notice of such determination ("Notice Date"). In substitution for such lost space, City may, at its election, require Butler to accept one of the following:

(1) replacement aircraft parking ramp at the Airport, together with any part or parts of the Ramp which might remain available, to enable Butler to conduct business, in which case, this Lease shall be revised without need of a written amendment to reflect such change; or

(2) a new lease, the term of which shall not exceed the unexpired term of this Lease plus five (5) years, on a new general aviation site to be identified. Butler shall be entitled to construct a new General Aviation Service Center with adjoining ramp, fencing, lighting and other necessary improvements, at its own cost. In this event, City shall pay Butler the unamortized portion, if any, of the costs of Work agreed upon under Article IV, Section 4.02, of this Lease, less any arrearages due and owing City.

(B) City reserves its right of eminent domain, as provided under Chapter 110, Article VII of the Illinois Revised Statutes, notwithstanding the provision of the above alternatives.

Article IX.

9.01 Insurance.

(A) Butler shall procure and maintain at all times, at Butler's own expense, the type of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Lease, whether performed by Butler, Butler's contractors or subcontractors. The kinds and amounts 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 Lease. Such insurance shall include employer's liability coverage with limits of not less than $500,000 for each accident or illness.

(2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent coverage with limits of not less than $50,000,000, per occurrence, combined single limit, for bodily injury, and property damage liability, and personal injury. Such insurance shall include products/completed operation, independent contractors, broad form property damage, explosion, collapse, underground, pollution and contractual liability coverages. City shall be named as an additional insured.

(3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed by or on behalf of Butler, Butler shall provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence, combined single limit, for bodily injury and property damage. City shall be named as an additional insured.

(4) All Risk Builders Risk Insurance.

When Butler undertakes any Work at the Airport, including improvements, betterments, or repairs, Butler 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 facilities. Coverage extensions shall include boiler and machinery, if applicable, earthquake, and flood.

(5) Professional Liability.

When any architects, engineers, or consulting firms perform Work in connection with this Lease, Professional Liability Insurance shall be maintained with limits of $1,000,000. The policy shall have an extended reporting period of two (2) years. When policies are reviewed or replaced, the policy retroactive date must coincide with, or precede, start of Work on the contract.

(B) Butler will furnish the Commissioner with original Certificates of Insurance evidencing the coverage required to be in force on the date of this Lease, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease.

(C) The insurance hereinbefore specified shall be carried during the term of this Lease. Failure to carry or keep such insurance in force shall constitute a violation of the Lease, and City reserves the right to terminate this Lease until proper evidence of insurance is provided.

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

(E) Butler shall require all contractors to carry the insurance required herein, or Butler may provide the coverage for any or all contractors or subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

(F) Butler expressly understands and agrees that any insurance coverages and limits furnished by Butler shall in no way limit Butler's liabilities and responsibilities specified within the Lease, in equity, or by law.

(G) Butler hereby waives, and shall cause each of its contractors to waive, its rights of subrogation against City, including City's appointed and elected officials, agents, and employees. In as much as this waiver will preclude the assignment of any claim by subrogation to an insurance company, Butler agrees to do the following and cause each contractor and subcontractor to do the following: to give to each insurance company which has issued, or in the future may issue, to it policies of physical damage insurance, written notice of the terms of this waiver, and to have said insurance policies properly

endorsed, to prevent the invalidation of said insurance coverage by reason of said waiver.

(H) Butler expressly understands and agrees that any insurance maintained by City shall apply in excess of and not contribute with insurance provided by Butler under this Lease.

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

(J) City maintains the right to modify, delete, alter or change the requirements set forth under this Section 9.01.

9.02 Loss Adjustments Procedures.

(A) If any improvements on the Demised Premises are damaged or destroyed, City, at its sole discretion, will determine whether to repair or rebuild it. Should City decide not to repair or rebuild it, City will use reasonable efforts to secure temporary landside space in the general vicinity of the Ramp from which Butler may continue to conduct its business for the balance of the term of this Lease and will reimburse Butler out of the insurance proceeds for the unamortized portion of the construction costs agreed upon under Article IV, Section 4.02. Should City decide to repair or rebuild the Improvements, City will offer Butler an opportunity to participate in the design and planning process to be undertaken by City to insure that a portion of the building, similar in size to the Demised Premises, is made available in the repaired or reconstructed building in a form which accommodates Butler's needs. Any such repair or rebuilding is to be funded out of the insurance proceeds; any costs of such repair or rebuilding undertaken by the City in excess of the insurance proceeds shall be paid by Butler; provided, however, that Butler shall be entitled to add such excess costs to the amount to be amortized pursuant to Section 4.02 of this Agreement. In the event that the original construction costs under Section 4.02 have been completely amortized, then the excess costs hereunder shall be amortized over a period of time to be mutually agreed upon by City and Butler.

(B) Subject to the provisions of Subsection 9.02(A) above, any unused balance of any insurance proceeds paid on the occasion of damage or destruction thereto, after all repairs, demolitions, or removals are completed as required by this Lease, shall remain with City.

9.03 Untenantable Conditions.

If the Demised Premises occupied by Butler hereunder, or any substantial portion thereof, are damaged or destroyed and thereby rendered

untenantable, then, unless the City provides Butler with alternative Demised Premises, (a) Butler shall not be obligated to pay rent for such untenantable portion during such time as it remains untenantable, and (b) if such untenantable portion remains untenantable for more than one year, Butler shall be entitled, upon forty-five days' prior written notice to City, to delete such untenantable portion from its Demised Premises; provided, however, that there shall be no abatement or reduction of rent or deletion from its Demised Premises where the untenantable condition is caused by the willful or negligent act or omission of Butler, its agents, employees, licensees, contractors, subcontractors, or invitees.

Article X.

10.01 Indemnity.

(A) Butler agrees to defend, indemnify, and hold harmless City, its elected and appointed officials, officers, agents, and employees, from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, and settlements, including, without limitation, payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of:

(1) the willful misconduct, negligent, or tortious act or omission of Butler, its agents, employees, licensees, contractors, or subcontractors;

(2) Butler's use or occupancy of the Airport, the Ramp, and the Demised Premises;

(3) the violation by Butler of any agreement, warranty, covenant, or condition of this Lease, of any other contract or agreement, or of any law, ordinance, regulation, or court order affecting the Airport; and

(4) suits alleging violations of any federal or State laws as a result of any actions taken by Butler or City or obligations imposed upon Butler or City pursuant to this Lease; and Butler will, at its own cost and expense, defend all such claims, demands, and suits, whether frivolous or not.

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

(1) from and against any and all claims or liability for compensation under any workers' compensation statute arising out of injuries sustained by any employee of Butler. Butler shall cause its licensees, contractors, and subcontractors to maintain in effect at all times workers' compensation insurance as required by law.

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

(3) from and against any and all suits, claims, actions, or proceedings alleging a taking of property or interest in property without just compensation, trespass, nuisance, property damage, personal injury, or similar claims, actions, proceedings, or suits based upon the environmental impacts resulting from the use by Butler, its agents, employees, licensees contractors, subcontractors, guests, patrons, and invitees of the Airport for the landing and taking-off of aircraft.

(4) from and against any and all loss, claim, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action, or cause of action, arising in connection with the release, threatened release, or presence of any Hazardous Material by Butler, its agents, employees, licensees, contractors, subcontractors, guests, patrons and invitees at the Airport, whether foreseeable or unforeseeable, regardless of the source of such release, or threatened release, or when such release or threatened release or presence occurred or is discovered. The foregoing indemnity includes, without limitation, all costs in law or in equity of removal, remediation of any kind, and disposal of such Hazardous Materials, all cost of determining whether the Airport is in compliance and causing the Airport to be in compliance with all applicable

Environmental Laws, and all costs associated with claims for damages to persons, property, or natural resources.

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

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

10.02 Release Of City.

(A) City shall not be liable to Butler, or to Butler's agents, representatives, contractors, subcontractors, or employees, for any injury to, or death of, any of them or of any other person, or for any damage to any of Butler's property, or loss of revenue caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by City or any third person using the Airport or navigating any aircraft on or over the Airport, except where there has been a final determination by a court of competent jurisdiction that any injury, death, or damage is due to the negligence or willful misconduct of City, and only to the extent Butler or any of the above described parties is not covered by insurance.

(B) City shall not be liable to Butler for damage to property of Butler or any loss of revenues to Butler resulting from City's acts or omissions in the maintenance and operation of the Airport, except where there has been a final determination by a court of competent jurisdiction that such damage or loss has been caused by the negligence or willful misconduct of City, and only to the extent Butler is not covered by insurance.

(C) Notwithstanding any reference herein to Butler's release and indemnification being ineffective in certain instances where City, its agents, employees or representatives have been negligent, nothing herein shall be construed to make City liable in any case or instance where City would otherwise be immune from any tort liability because of its being a municipal corporation.

10.03 Non-liability Of Public Officials.

No official, employee, or agent of City shall be charged personally by Butler, or by any assignee or contractor of Butler, with any liability or

expenses of defense, or be held personally liable to them under any term or provision of this Lease, or because of City's execution or attempted execution, or because of any breach hereof.

Article XI.

11.01 Abatement In The Event Of Closing.

In the event that for a period of time in excess of five (5) consecutive days the Airport is closed by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise, then the rent payable by Butler shall abate for the period of such closing.

11.02 Abatement Of Account Of Casualty.

If due to damage or destruction by fire or other casualty due to the fault of City, any of the facilities to be furnished by City outside the Demised Premises hereof are rendered unusable to such an extent as to substantially impair the ability of Butler to conduct normal operations on and from the Demised Premises, then the rent payable hereunder by Butler for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Butler's ability to conduct normal operations on and from the Demised Premises is impaired by such damage or destruction, unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to repair such damage or destruction so that Butler's ability to conduct normal operations on the Demised Premises is substantially impaired for more than ninety (90) days, then Butler at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall have no liability to Butler for City's failure to furnish temporary substitute facilities or for City's failure to restore such facilities expeditiously.

11.03 Right Limited.

Except as otherwise expressly set forth herein, Butler shall have no right to rent abatement or set-off of any kind.

Article XII.

12.01 Events Of Default.

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

(A) Butler shall become insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. 101, et seq. (the "Code"), or any successor statute thereto); or shall fail to pay its debts generally as they mature; or shall take the benefits of any present or future federal or State insolvency statute; or shall make a general assignment for the benefit of creditors.

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

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

(D) A petition under any chapter of the Code or an action under any federal or State insolvency statute shall be filed against Butler and shall be dismissed or stayed within sixty (60) days after being filed thereof;

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

(F) Butler shall become a corporation in dissolution;

(G) The letting, license, or other interest of or rights of Butler hereunder shall be transferred to, pass to, or devolve upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with, or as a result of any bankruptcy, insolvency, trusteeship, liquidation or other proceedings or occurrence described in Subparagraphs (A) through (E) of this Section 12.01;

(H) Butler shall fail to duly and punctually pay any rents required to be paid hereunder or shall fail to make payment when due of any other sum required to be paid to City pursuant to this Lease, for a period of five (5) days after written notice specifying such failure and requesting that it be remedied is given to Butler by City;

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

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

(K) Butler shall cease using or abandon substantially all of its Demised Premises for a period of ninety (90) days;

(L) Butler shall make any purported Transfer without the consent of City as set forth in Article XIII;

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

(N) Butler shall default in the payment, when due, of any amounts, now or hereafter owing by Butler to City, in the event such arrearages are more than $350,000 in the aggregate; or

(O) Butler fails to receive authorization to conduct fixed base operations or general aviation functions at the Airport by any governmental entity, or the F.A.A. objects to or disapproves this Lease.

12.02 Termination By City.

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

(1) terminate this Lease and the lettings, licenses, and other rights of Butler hereunder, without discharging any of Butler's obligations hereunder and, at City's further option, exclude Butler from its Demised Premises and the Ramp; or

(2) without terminating this Lease, exclude Butler from its Demised Premises and the Ramp and attempt to lease such Demised Premises to another party for the account of Butler, holding Butler liable for all payments due hereunder up to the effective date of such leasing and for the excess over the rentals and other amounts which are paid by such new party under such new agreement, if any, of other amounts payable by Butler under this Lease for the remainder of the term of this Lease.

(B) The remedies set forth in this Article, shall be in addition to all other remedies which are or may be available to City at law or in equity. In addition, City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect rent and any other amounts payable by Butler hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement, or covenant of Butler under this Lease.

(C) All rights and remedies hereinbefore given to City and all rights and remedies given to City by law, shall be cumulative and concurrent. No termination of this Lease or the taking or recovering of the Demised Premises or exclusion from the Ramp shall deprive City of any of City's remedies or actions against Butler for rent or for any other sum required to be paid to City pursuant to this Lease, or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the Demised Premises or to exclude Butler from the Ramp.

12.03 Change Of Lease Term.

(A) Automatically and immediately upon the occurrence of an Event of Default described in Section 12.01(A), (K), (M), or (N), the term of this Lease shall convert to month-to-month, commencing on the date of the automatic conversion and shall terminate upon thirty (30) days written notice from the

Commissioner on behalf of City to Butler, or from Butler to City, to the attention of the Commissioner.

(B) The conversion of the term of this Lease pursuant to this Section 12.03 shall not discharge any of Butler's obligations hereunder nor affect any of City's other remedies set forth herein.

12.04 Removal Of Butler Property.

(A) The personal property financed and placed or installed by Butler in its Demised Premises shall remain the property of Butler and must be removed on or before the expiration of the term or the expiration of any extension or renewal thereof at Butler's sole risk and expense. Any damage to the Airport, the Ramp, the Demised Premises, or any fixtures located therein, resulting from such removal shall be paid for by Butler. In the event of the termination of this Lease, by default or otherwise, Butler shall have thirty (30) days after such termination during which to remove such property; provided, however, City shall have the right to assert such liens against said property as City may by law be permitted. So long as any such property remains in the Demised Premises, Butler's obligation to pay City rent and any other sums which may be due the City under the Lease shall continue.

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

12.05 No Waiver By City.

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

12.06 Attorney's Fees And Expenses.

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

Article XIII.

13.01 Sublease, Assignment, Or Other Transfer.

(A) Butler covenants that it will not assign, sublet, transfer, convey, sell, mortgage, pledge, or encumber (any of the foregoing events being referred to as a "Transfer") the Demised Premises or any part thereof, or any rights of Butler hereunder or any interest of Butler in this Lease, nor will Butler allow the use of such Demised Premises or the Ramp hereunder by any other person, except as otherwise provided in Article II of this Lease, without in each instance having first obtained the prior written consent of City as set forth below, which consent the City agrees will not be withheld or delayed unreasonably; provided, however, that without such consent, Butler may assign its rights under this Lease to a wholly-owned subsidiary of Butler with which Butler may merge or consolidate in accordance with Article XIII. In determining whether or not to consent to a Transfer, City will take into account, among other factors, the balanced utilization of the Airport facilities, operational considerations relating to the characteristics of the proposed transferee, the financial condition of the proposed transferee, the impact on City's ability to exercise control over the Airport, and whether the amount of consideration being paid to Butler for such Transfer would result in a profit to Butler. The consent of the City Council on behalf of City shall be required for any Transfer of (i) all of Butler's Demised Premises, (ii) all rights of Butler hereunder, or (iii) all of Butler's interest in this Lease. The consent of the Commissioner on behalf of City shall be required for any other Transfer. Consent by City to any type of Transfer described in this Paragraph or elsewhere in this Lease shall not in any way be construed to relieve Butler from obtaining further authorization from City for any subsequent Transfer of any nature whatsoever.

(B) Butler shall pay a fee to City in the event of any Transfer, which fee will be in an amount reasonably necessary to reimburse the City for its direct, out of pocket expenses incurred in reviewing and approving such Transfer, if such Transfer is of such nature that it requires the City's approval hereunder.

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

(D) Any and all requests by Butler for consent under Paragraph (A) of this Section 13.01 shall be made in writing by certified mail to City and shall include copies of the proposed documents of Transfer. Said documents of transfer shall completely disclose any and all considerations made or to be made to Butler for said Transfer.

(E) If any Transfer shall occur, whether or not prohibited by this Section 13.01, City may collect rents and other sums to be paid under the Lease from any assignee, sublessee, or other transferee of Butler, and in such event shall apply the net amount collected to rents and other sums to be paid under the Lease payable by Butler hereunder without such action by City releasing Butler from this Lease or any of its obligations hereunder. If any Transfer prohibited by this Section 13.01 shall occur without consent of City and City collects rents and other sums to be paid under the Lease from any assignee, sublessee or other transferee of Butler, and applies the net amount collected in the manner described in the preceding sentence, such actions by City shall not be deemed to be a waiver of the covenant contained in this Section 13.01, or constitute acceptance of such assignee, sublessee, or transferee by City.

13.02 City's Right To Assign.

The City reserves the right to assign or transfer all or any part of its interests hereunder.

Article XIV.

14.01 Notices.

All notices to City provided for herein shall be in writing and may be delivered personally or sent by registered or certified mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Butler or as required by this Lease, and shall be deemed given when so mailed. All notices to Butler provided for herein shall be in writing and may be sent registered or certified mail, postage prepaid, addressed to Butler Aviation-O'Hare, Inc., Chicago O'Hare International Airport, P.O. Box 66139, Chicago, Illinois 60666-0139 with a copy to Butler Aviation, 1431 Greenway Drive, Suite 600, Irving, Texas 75038-2429 or to such other address as Butler may designate from time to time by notice to City, and shall be deemed given when so mailed. Notices personally delivered shall be deemed given upon delivery.

Article XV.

15.01 City's Right Of Entry.

City, by its officers, employees, agents, representatives, contractors, and furnishers of utilities and other services, shall have the right at all reasonable times to enter Butler's Demised Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for any other purpose necessary for, incidental to, or connected with the performance of City's obligations hereunder, or in the exercise of its governmental functions; and further, and without limiting the generality of the foregoing, City has the right to inspect Butler's records of its operations at the Airport. City shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such inspections, unless Butler has consented to disclosure or has publicly released such information.

15.02 Butler Books And Records.

Butler shall maintain at its office in Chicago, Illinois, or at the Airport, books, records and accounts relevant to the determination of any sums owed to City under this Lease, including, without limitation, records of its operations at the Airport. If such books, records and accounts are not maintained at such office, Butler shall in any case maintain such books, records and accounts within the United States, and Butler shall promptly furnish the Commissioner and City Comptroller, and such persons as may be designated by them, shall have the right, at all reasonable times, subject to prior written notice to Butler, to examine, make copies of, and take extracts from such books, records and accounts.

15.03 Force Majeure.

(A) Neither party hereto shall be liable to the other for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including, without limiting the generality hereof, strikes, boycotts, picketing, slow-downs, work stoppages, or other labor actions affecting City or Butler, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption is not a result of the negligence of that party; provided that nothing in this Section 15.03 is intended or shall be construed to abate, postpone, or in any respect diminish Butler's obligations to make any payments due City pursuant to this Lease.

(B) City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by

any federal, State, county, or municipal law, rule, regulation, requirement, order, or directive.

(C) Butler shall not be liable for the performance of any obligation of Butler hereunder if such performance is prohibited or materially affected by the issuance of any order, rule, or regulation, or the taking of any action by the Federal Aviation Administration or other government authority substantially affecting for a period of at least sixty (60) days Butler's use of the Airport, provided, however, that none of the foregoing is due to any fault of Butler.

15.04 No Partnership Or Agency.

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

15.05 Conflict Of Interest.

Butler hereby represents and warrants that it is not, and, to the best of Butler's knowledge its contractors are not in violation of Chapter 2-1-6 of the Municipal Code of Chicago. Any contract negotiated, entered into or performed in violation of said chapter shall be invalid and without any force whatsoever.

15.06 Representatives.

City and Butler shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for City and Butler, respectively, with respect to any actions to be taken by either of them under the terms of this Lease. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, City's representative shall be the Commissioner. Butler's representative shall be designated in a written notice delivered to City. Any party hereto may change its designated representative by notice to the other party pursuant to the provisions of Section 14.01.

Article XVI.

16.01 Entire Agreement.

This Lease, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Lease that are not expressly addressed herein and therein.

16.02 Counterparts.

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

16.03 Amendments.

No changes, amendments, modifications, cancellation, or discharge of this Lease, or any part thereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

16.04 Governing Law.

This Lease shall be governed in accordance with the laws of the State of Illinois. Butler hereby irrevocably submits, and shall cause its Subcontractors to submit, to the original jurisdiction of those State or federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Lease. Butler agrees that service of process on Butler may be made, at the option of City, either by registered or certified mail addressed to the applicable office as provided for in this Lease, by registered or certified mail addressed to the office actually maintained by Butler, or by personal delivery on any officer, director, or managing or general agent of Butler.

16.05 Consent To Service Of Process And Jurisdiction.

All judicial proceedings brought by Butler with respect to this Lease shall be brought in Cook County, Illinois, and by execution and delivery of this Lease, Butler accepts, for itself and in connection with its properties, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. Butler

irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum nonconveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Lease in the jurisdiction set forth above. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of City to bring proceedings against Butler in the courts of any jurisdiction.

16.06 Severability.

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

16.07 Assigns.

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

16.08 Cooperation By Parties.

The parties hereby agree to use good faith in the performance of this Lease and to cooperate with each other. Butler further agrees to implement such measures as may be necessary to ensure that its staff and its contractors shall be bound by the provisions of this Lease. City shall be expressly identified as a third party beneficiary in the contracts and granted a direct right of enforcement thereunder. If this Lease is terminated for any reason, or if it expires by its own terms, Butler shall make every reasonable effort to assure an orderly transition to another fixed base operator or provider of general aviation services, if any; orderly demobilization of its own operation; and the uninterrupted provision of fixed base operations and general aviation services. During any transition period Butler shall otherwise comply with the reasonable requests and requirements of the Commissioner in connection with the termination or expiration of this Lease.

16.09 Consents And Approvals.

Unless otherwise expressly stated herein, any consents and approvals to be given by City shall be made by the Commissioner.

Article XVII.

17.01 Condemnation.

(A) Any condemnation or taking of such a substantial part of the Demised Premises or the Ramp that results in the Demised Premises being unsuitable or incapable of being used for the purposes stated herein, is hereafter referred to as a "Total Taking". In the event of a Total Taking, this Lease shall be terminated as of the date of the filing of the petition to condemn. Butler may thereafter petition the Court for an award of the value of its leasehold interest, which may include the amount of the unamortized construction costs under Section 4.02. Such leasehold interest should not include the Ramp, and any leasehold award shall not include any unpaid debt service attributable to the construction of the Ramp.

(B) In the event of a taking of the Demised Premises or the Ramp other than a Total Taking (a "Partial Taking"), this Lease shall remain in effect as to the remaining portion of the Demised Premises and, if the proceeds of any award received by City on account of such Partial Taking are sufficient to restore or replace the Demised Premises and the Ramp so taken, City shall deposit the proceeds of the award with respect to the Demised Premises and the Ramp in a construction fund and City shall forthwith (subject to unavoidable delays) apply such proceeds to the restoration or replacement of the Demised Premises and the Ramp so taken as nearly as possible to (i) such condition, character, and utility value as existed prior to such Partial Taking, or (ii) to such other condition, character, and value as may be agreed upon by City and Butler. If for any reason the proceeds of an award received by City for a Partial Taking are in excess of the amount necessary to restore or replace the Demised Premises and the Ramp, the amount of such excess shall be paid to City. If such proceeds are insufficient to replace or restore the Demised Premises and the Ramp as provided in (i) and (ii) above, City shall not be required to restore or replace in excess of the proceeds of such awards.

Article XVIII.

18.01 City's Authority.

This Lease is authorized by an ordinance passed by the City of Chicago City Council on _____ (Council Journal of Proceedings, pages _____ through _____).

18.02 Butler's Authority.

Execution of this Lease by Butler is authorized by corporate resolution, and the signature(s) of each person signing on behalf of Butler have been made with complete and full authority to commit Butler to all terms and conditions of this Lease, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

In Witness Whereof, The City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Butler Aviation-O'Hare, Inc., has caused this Lease to be executed on its behalf by its _____ and witnessed by its _____ pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

City of Chicago

Approved:

_____
Richard M. Daley, Mayor

_____
Commissioner of Aviation

Attest:

_____
City Comptroller

_____
City Clerk

As To Form And Legality:

_____
Corporation Counsel

Butler Aviation-O'Hare, Inc.,
an Illinois corporation

By: _____

Its: _____

Signature:_____

By: _____

Its: _____

Signature:_____

Designation of Agent for City
Clerk Service of Process

Name: _____

Address: _____

_____

[Exhibit "A" attached to this Facilities Lease printed on page 19841 of this Journal.]

Exhibits "B" through "F" attached to this Facilities Lease read as follows:

Exhibit "B".

The Following Procedures Shall Apply During The Planning, Design, Fabrication, Installation, Construction, Start-Up And Testing (Collectively, The "Work") Of Any Improvements Made To The Demised Premises:

1. Responsibilities And Obligations Of Butler.

(a) Butler shall perform the Work, or cause the Work to be performed, on the Improvements. Butler may award contracts for the Work to be performed but Butler shall remain responsible for the Work. In order to expedite the Work, Butler may negotiate as well as competitively bid its contracts. Butler shall not under any circumstances utilize the services of any entity which is barred from contracting with the City of Chicago pursuant to any law, ordinance, rule or regulation.

(b) Subject to the provisions of this Exhibit B and of Section 5.01 of this Lease, Butler may commence the Work at any time after the execution of this Lease. Butler agrees that it will complete the Work, or cause the Work to be completed, with all reasonable diligence. Butler's failure to complete the Work in a timely manner shall not be grounds for any rent abatement under the terms of this Lease.

(c) Butler shall designate a Project Manager who shall manage and coordinate the Work. City shall direct all communications regarding the Work to the Project Manager.

2. Butler Coordination With City.

(a) The Commissioner shall designate a Work Liaison to represent the City in all matters relating to the performance of the Work hereunder and shall constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this Exhibit B in which the City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Butler is notified in writing by the Commissioner otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on the City, in whole or in part, for the professional or technical accuracy of Butler's Work to be provided

hereunder. The Work Liaison shall be the final arbiter of any decision to be made or consent or approval to be given under this Exhibit B. The Work Liaison shall further assist Butler in coordinating Butler's Work with other projects and operations at the Airport and in Butler's contacts with any federal, state, or local government agencies. Butler will provide reasonable administrative space for the Work Liaison on or contiguous to the Demised Premises. The Work Liaison shall provide such personnel only as may be needed from time to time.

(b) Butler shall perform, or cause to be performed, all Work with that degree of skill, care and diligence normally exercised by professionals performing equivalent work in projects of a scope and magnitude comparable to the Improvements.

Butler shall further perform, or cause to be performed, all Work hereunder according to those standards for Work at the Airport promulgated by D.O.A., F.A.A., and any other interested Federal, State or local governmental units, including without limitation the Chicago O'Hare International Airport Design and Construction Standards.

Finally, in the event this Agreement involves the design or construction of facilities to be located at or on the Airport, Butler shall comply with those guidelines developed by the City and the F.A.A. with the objective of maximum security enhancement.

Butler shall further require its Contractors to perform all Work required of them in accordance with the above standards and in a safe, efficient, and workmanlike manner. Butler shall require its Contractors to replace all damaged or defective Work. Subject to the terms and conditions stated herein, Butler shall replace or correct such Work not so corrected or replaced by any Contractor, or shall cause such Work to be replaced or corrected by another Contractor, and thereafter shall prosecute, or shall assign its rights to so prosecute to the City upon reasonable request therefor, any and all claims it may have against the Contractors for failure by the Contractors to comply with the standards of performance imposed upon them in the Contracts and hereunder.

In the event Butler or its Contractors fail to comply with the above-referenced standards, Butler shall perform again, or cause to be performed again, at its own expense, any and all Work which is required to be re-performed as a

direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the Work by the City, Butler shall remain solely and exclusively responsible for the technical accuracy of all of the Work, as defined herein and furnished under this Agreement. This provision shall in no way be considered as limiting the rights of the City against Butler or its Contractors, either under this Agreement, at law, or in equity.

3. Requirements For Work.

(a) Project Planning, Design and Fabrication Phase: Butler shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans and specifications for the Improvements for review and comment by the Work Liaison. Such drawings, plans and specifications, and all amendments thereto, shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld. The Work Liaison will approve, conditionally approve or disapprove submissions of any such drawings, plans and specifications within fifteen (15) business days, or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation. If Butler intends to adopt fast track construction procedures, Butler must still complete each contract package to a reasonable level of detail (including alternate designs selected by Butler for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Butler shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Butler to Provide Information: Prior to the commencement of the Work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the Work, Butler shall submit to the Work Liaison (i) initial and updated construction schedules (which shall be reviewed by the Work Liaison for their impact and relation to other projects or operations at the Airport) indicating the proposed and/or actual sequence of all Work, and the estimated date of completion of the Work under each of Butler's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to

maintain public access and support services, to, from, through or past operating facilities at the Airport; and (iii) Butler's initial and updated cost estimates for the Improvements, individually and aggregated.

(c) Installation, Construction, Start-Up and Testing Phase:

(i) The Work Liaison shall have the right to monitor the Work on the Improvements to assure that the facilities which comprise the Improvements are installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing of the Improvements, Butler's Project Manager shall submit, or cause to be submitted, to the Work Liaison copies of all

-- surveys, soil borings, and field test reports;

-- contracts for services, labor and materials;

-- material certificates and samples;

-- approved shop drawings;

-- lien waivers, payrolls and requests for payment by contractors of any tier;

-- progress reports;

-- notification of substantial completion of the improvements and final acceptance thereof;

-- maintenance and operations manuals in connection with building systems;

-- as-built drawings;

-- warranties;

-- test and start-up results; and

-- any other documents related to the improvements which may be reasonably requested by the City.

(ii) No change order which materially changes the scope of the Work or the Improvements shall be implemented by Butler without review and approval by the Work Liaison. The Work Liaison will approve, conditionally approve or disapprove submissions of change orders within fifteen (15) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation.

(iii) In the event the Work Liaison determines that the Work is at material variance from the approved drawings, plans and specifications or applicable standards, Butler shall use its best efforts to expeditiously resolve such variance through immediate consultation with its contractors. Until it has been determined by the Work Liaison that the Work has been performed without material variance from the approved drawings, plans and specifications and applicable standards, the Work Liaison may, by written notice to Butler, (i) suggest to Butler that Butler withhold payments from any Contractor or subcontractor which has performed, in the judgement of the Work Liaison, Work which is at material variance from the approved drawings, plans and specifications, or applicable standards, or (ii) suggest to Butler that it stop Work on any portion of the Improvements directly affected by such variance from the approved drawings, plans, specifications and applicable standards. If Butler's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Butler to stop any other Work on any portion of the Improvements that are at variance with the approved drawings, plans and specifications or applicable standards until the affected Work is corrected or replaced.

Any Work which is at material variance from the approved drawings, plans and specifications or applicable standards shall be corrected or replaced by Butler, directly or through its contractors, provided that the Work Liaison has informed

Butler of such variance within ten (10) business days following the performance of such Work, unless the variance affects the structural integrity or safety of the Improvements or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform Butler of such variance as soon as reasonably practicable. If such Work is not corrected or replaced by Butler within thirty (30) days following notice from the Work Liaison to Butler, the Work Liaison may cause such Work to be corrected or replaced, with its own forces or otherwise, at the expense of Butler, provided that in the event such Work cannot be corrected or replaced within said thirty (30) day period, Butler shall be afforded such additional time as the Work Liaison may determine to be reasonably necessary to correct or replace such Work.

4. Compensation To City.

(a) Within no less than thirty (30) days after receipt of an invoice from the Work Liaison in accordance with subparagraph (c) below, Butler shall compensate the Work Liaison for the cost of those services provided by the Work Liaison. The Work Liaison agrees to keep its costs as low as reasonably practicable, provided, however, that in no event shall the aggregate amount of reimbursement to the Work Liaison hereunder exceed in any equal year any Work that is or has been performed, an amount equal to one and one-half percent (1½%) of the aggregate expenditures during such year for the Work on the Improvements, and, provided, further however, that the Work Liaison shall be entitled to an equitable adjustment of such amount in proportion to any increase in its services as a result of a change in the scope of Work or in the Improvements.

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

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

5. Access To Work Site.

Butler, and its architects, engineers, materialmen, and contractors of any tier, shall have, at their own risk, full and complete access to the Demised Premises and such other areas in the Airport as may be necessary to perform Work on the Improvement, provided that such access shall not reasonably interfere with the operations of or other projects at the Airport. The Work Liaison shall have authority to arrange, and shall arrange such access in a timely fashion. Notwithstanding any other statements herein, it is Butler's responsibility to coordinate its Work with the operations of and all other projects at the Airport. Butler is solely responsible for any costs relating to such coordination.

6. No Warranty By City.

Butler warrants that it has inspected the Demised Premises, and any other areas in the Airport as may be necessary, it was permitted access to any person or information in connection with its investigation of the Demises Premises and such areas; that the time for such investigation was adequate; that from its own analysis it has satisfied itself as to the nature of all things needed to perform the Work; and that except only for those representations expressly contained in this Lease, no other representation, statement or promise, oral or in writing, of any kind whatsoever made regarding the nature, existence or location of materials, structure, obstructions, utilities or conditions,

surface, subsurface or environmental, which may be encountered at the Demised Premises or such other areas.

7. Bonds.

Butler shall cause each Contractor to post a Performance and Labor and Material Payment Bond in the full value of the Work to be performed under its Contract. Such bonds shall comply with the provisions of Chapter 29, Paragraph 15 of Illinois Revised Statutes, as amended, and of Chapter 2, Section 2-92-030 of the Municipal Code of Chicago, as amended. The bonds must further be the form provided by the City. The surety issuing such bonds must be acceptable to the City's Risk Manager. The City of Chicago shall be named as Project Owner and co-obligee on all such bonds. The surety for all bonds must have a Best's Key Rating Guide of B + Class XI or greater.

8. Liens Prohibited.

(a) Butler covenants and agrees that it shall notify its Contractors that no mechanics' liens under Ill. Rev. Stat., Ch. 82, Par. 23 ("mechanics' liens") will be permitted to arise, be filed, or maintained against the Project, the Improvements, or any part thereof or any interest therein, or any improvements thereon, or against any monies due or to become due to any Contractors for or on account of any Work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Project; and Butler, for itself and its Contractors, does hereby expressly waive, release, and relinquish such liens and all rights to file or maintain such liens; and agrees further that this waiver of liens and waiver of the right to file or maintain such liens shall be an independent covenant.

(b) If any of Butler's Contractors, employees, officials, agents, or any other person directly or indirectly acting for, through, or under any of them files or maintains a lien or claim as described in Paragraph A above, Butler agrees to cause such liens and claims to be satisfied, removed, or discharged, by bond, payment, or otherwise, within thirty (30) days from the date of the filing thereof; provided, however, that the City may extend the thirty (30) day period if the City determines that such lien or claim cannot be so satisfied, removed, or discharged in such period and that Butler is proceeding diligently to cause such liens or claims to be satisfied, removed, or discharged. Upon

Butler's failure to cause such liens or claims to be satisfied, removed, or discharged, the City shall have the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause such liens or claims to be satisfied, removed, or discharged by any means at Butler's sole cost, such cost to include reasonable legal fees.

(c) Contractor shall give, or cause to be given, a copy of these provisions to all Contractors and shall include these provisions in all Contracts and/or give written notice of same to all Contractors or other persons having oral or written agreement with such Contractors.

9. Ownership.

The City shall be and become the owner of each of the Improvements upon the Final Completion of the Work, as defined herein, on the respective Improvement.

10. Grant Of Construction Easement.

Butler, and any of its officers, employees, agents, and Contractors, shall be permitted to enter upon any part of the Project Site owned by the City in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules established by the D.O.A.. Butler shall provide advance notice through the Work Liaison to the D.O.A. of any such intended entry. Consent to enter upon all or any part of the Project Site given by the Work Liaison or the D.O.A. shall not create, nor be deemed to imply the creation of, any additional responsibilities on the part of the City.

Butler shall use, and shall cause each of its officers, employees, agents, and Contractors, to use the highest degree of care when entering upon any property owned by the City in connection with the Work. In the case of any property owned by the City, or property owned by and leased from the City, Butler shall comply and shall cause each of its officers, employees, agents, and Contractors, to comply with any and all instructions and requirements for the use of such property and any licenses for which being hereby incorporated by reference. Any and all claims, suits, judgments, costs, or expenses, including attorneys' reasonable fees, arising from, by reason of, or in connection with any such entry shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation the indemnification provisions contained in Section 10.01 of this Lease.

11. Nondisturbance Of Airport Tenants And Operations.

The Work of Butler and its Contractors on the Project shall be conducted in an orderly and proper manner, and shall not otherwise annoy, disturb, or be offensive to others at the Airport, or interfere with other projects on, or the operations of, the Airport, both landside and airside. Butler shall promptly comply, and shall cause its Contractors to comply, with any request from the Commissioner of D.O.A. to correct the demeanor or conduct of the Contractors.

12. Compliance With All Laws.

(a) Residency: In the event that this Agreement is for construction in excess of $100,000, Butler shall comply with the provisions of Chapter 2, Section 2-92-320 of the Municipal Code which requires that of the total construction worker hours performed by a contractor in the categories of unskilled construction laborers and skilled construction trade workers, at least 50% in each category shall be performed by City residents.

(b) Veterans Preference: Butler shall comply with the provisions of Ill. Rev. Stat., Ch. 126½, Par. 23 which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition to, or alteration of all public works.

(c) Prevailing Wage: Butler shall comply with the provisions of Chapter 48, Section 39s-2 et seq., Ill. Rev. Stat., 1989, as it may be amended ("Act"), so long as the Act is in effect, in order to ensure that such persons covered by the Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. All contracts shall list the specified rates to be paid to all laborers, workers, and mechanics for each craft or type of worker or mechanic employed in such contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply. Upon the request of the City, Butler shall provide the City with certified copies of payroll invoices to evidence compliance with the provisions of the Act.

(d) Security Provisions: This Lease is expressly subject to the Aviation Security Improvement Act of 1990 (P.L. 101 -- 604) ("Act"), the provisions of which are hereby incorporated by reference, including without limitation

Sections 105, 109 and 110, and to the rules and regulations promulgated thereunder. In the event that Butler, or any individual employed by Butler, in the performance of this Lease, has (i) unescorted access to aircraft located on or at the Airport, (ii) unescorted access to secured areas, or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, Butler shall be subject to, and further shall conduct with respect to its contractors and subcontractor(s) and the respective employees of each, such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration and City may deem necessary. Further, in the event this Lease involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Airport, Butler shall, notwithstanding anything contained herein, at no cost to City, perform all obligations hereunder in compliance with those guidelines developed by City and the Federal Aviation Administration, and in effect as of the Effective Date with the objective of maximum security enhancement. In the event the Lease involves the design of facilities or equipment, the drawings, plans and specifications to be provided under the Lease shall comply with those guidelines developed by City and the Federal Aviation Administration and in effect at the time of the submittal of such drawings, plans and specifications.

(e) Compliance With The Americans With Disabilities Act.

(i) Design Contracts: The Consultant warrants that all design documents produced for the City under this Lease shall comply with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally-limited persons including, but not limited to, the following: Americans With Disabilities Act, P.L. 101 -- 336 (1990) and the Uniform Federal Accessibility Standards ("U.F.A.S.") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("A.D.A.A.G."); and, the Illinois Environmental Barriers Act, Ill. Rev. Stat. Chapter 111½, Para. 3711, et seq. (1989), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. In the event that the above cited standards are inconsistent, the Consultant shall comply with the standard providing greater accessibility.

(ii) Construction Contracts: All construction or alteration undertaken by Butler under this contract shall be performed in compliance with all federal, state and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act, P.L. 101 -- 336 (1990) and the Uniform Federal Accessibility Standards ("U.F.A.S.") or the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("A.D.A.A.G."); and, the Illinois Environmental Barriers Act, Ill. Rev. Stat. Ch. 111½, Para. 3711, et seq. (1989), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. Butler shall, prior to construction, review the plans and specifications and notify the City in the event that the plans and specifications are not in compliance with the above referenced standards.

(f) Steel Products.

This contract shall be subject to all provisions of the "Steel Products Procurement Act" (Ill. Rev. Stat. Ch. 48, Sec. 180, et seq.), as it may be amended from time to time.

Steel Products used or supplied in the performance of this contract or any subcontract thereto shall be manufactured or produced in the United States.

For purposes of this Section "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of $5,000 or the payment price received as a result of such violation.

Exhibit "C".

I. Equal Employment And Affirmative Action.

Paragraph 1. Minority And Women Business Enterprises.

Butler (the "Company") shall provide for the participation of Minority and Women Business Enterprises in the design and construction of the Improvements. To this end, the Company shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, and a reporting procedure agreeable to the Company and the City.

Paragraph 2. Policy.

The following statement represents Company's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

> Company is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporation construction project. Neither Company nor its contractors shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Company's corporate construction projects. Furthermore, affirmative action will be taken consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Company's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements circulated to all employees of Company in affected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Butler's Minority and Women Business Enterprise program, the Company shall establish a Minority and Women Business Enterprise liaison with City's Department of Aviation and with the City's Department of Purchases, Contracts and Supplies for the Improvements. Further, all personnel of Company and all

others with responsibilities in the supervision of contracts for the Improvements are to see that actions are performed consistent with the affirmative action goals of this Exhibit C.

Paragraph 4. Goals.

The goals to be met by the Company in the design and construction of the Improvements shall be with utilization of Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) certified by the City of Chicago subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the Improvements. These goals shall be administered in a manner to assure the City and Company that: (1) the Improvements shall be completed at a reasonable and acceptable cost to Company, (2) the Improvements shall be completed on a reasonable and acceptable timetable to Company and City, and (3) the construction quality for the Improvements shall be reasonable and acceptable to Company and City.

The goals of the Company for participation by Minority and Women Business Enterprises (M.B.E. and W.B.E.) in the design and construction of the Improvements shall be to achieve a minimum of M.B.E. participation of 25% and W.B.E. participation of 5%, based on the total contracted expenditures for the Improvements.

Should Company determine that no M.B.E. and W.B.E. is capable or available to perform work on the Improvements, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons an M.B.E. and/or W.B.E. is not available to perform such work. The Department of Purchasing, who shall determine if any M.B.E. and W.B.E. are available to perform the work needed. If the Department can perform such work, it shall notify the Company of such availability and Company will be required to utilize such M.B.E. and W.B.E. to the extent the goals set forth above can be met.

Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and/or W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

Paragraph 6. Reporting.

The Minority and Women Business Enterprises progress report required by Section IV of this Exhibit C shall be made on forms or on a format

established by the City and agreeable to Company that includes the following items:

(i) the total amount of prime and subcontract awards during the quarter and, for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;

(ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprises;

(iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;

(iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and

(v) an evaluation of the overall progress to date towards the Minority and Women Business Enterprise goals for the Improvements and Common Improvements.

II. Equal Employment Opportunity And Affirmative Action Plan.

The Company must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "E.E.O./A.A. Plan") for the Improvements, which plan is acceptable to the City and the Company.

The E.E.O./A.A. Plan will be considered in relation to the following goals for employment of women and minorities:

Minority Employment:

25% of skilled hours

40% of laborer hours

Women's Employment:

7% of skilled hours

10% of laborer hours

III. Chicago First Hiring Program.

In the event there are contracts subject to this Exhibit C, the City, through the Mayor's Office of Employment and Training ("M.E.T."), will provide a Chicago First Hiring Program ("Chicago First Program") to the Company. An objective of the Chicago First Program is to ensure that City residents who have received training and skill development through M.E.T. are afforded consideration for jobs created through development projects.

The Company agrees to negotiate a Chicago First Agreement (the "First Source Agreement") with M.E.T. for the recruitment and referral of personnel for positions available in the construction and/or operation of the Improvements.

The Company agrees to ensure that in the aggregated hours of work to be performed by all contractors and site work subcontractors in the construction of the Improvements, at least 50% of the on-site worker hours in the category of construction laborers and at least 50% of the on-site worker hours in the category of skilled construction trade workers shall be residents of the City.

IV. Reporting And Compliance.

In the event that there are contracts subject to this Exhibit C, at quarterly intervals, beginning ninety (90) days following the execution of this Lease, the Company shall submit to the City progress reports on forms or on a format established by the City's Department of Purchases, Contracts and Supplies and agreeable to the Company, that provide required information concerning Company's compliance with the Company's M.B.E./W.B.E. requirements, E.E.O. and Affirmative Action Plan, and Chicago First Hiring Program.

V. Non-Responsible Bidder.

Prior to awarding any contracts for the Improvements, Company shall provide City with the names of vendors who may be awarded such contracts. City shall promptly notify Company if a potential vendor appears on the City's list of non-responsible bidders. Company agrees that no contracts for

the Improvements shall be awarded to persons or corporations identified on the City's list of non-responsible bidders, so long as such list does not discriminate against any bidders because of race, religion, age, handicap, color, sex, national origin, citizenship or political affiliation.

VI. Contracting Authority Of Company.

Nothing contained herein shall be deemed to supersede the authority and responsibility of the Company with respect to the contracting process for construction of the Improvements.

Exhibit "D".

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 Sections I, II, III, IV or V of this statement must sign the bottom of Page 3 before a Notary Public.

Bidder/Proposer Name: Butler Aviation-O'Hare, Inc.

Bidder/Proposer Address: O'Hare International Airport, P.O. Box 66139, Chicago, Illinois

Bidder/Proposer is a (check one):

[x] 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 Illinois

b. Authorized to do business in the State of Illinois: Yes [x] No [ ]

c. Names of officers and directors of corporation (list names and titles):

Name (Print Or Type)	Title (Print Or Type)
(See Attached Rider)	

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
Butler Aviation-O'Hare International, Inc.	1431 Greenway Drive, No. 600, Irving, Texas 75038	100 %

e. The corporation is owned partially or completely by one or more other corporations: Yes [ ] No [x]

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
N/A		%
		%
		%
		%

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.

Disclosure Of Ownership Interests.

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 holds 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 _____.

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 Texas)
) SS:
County of Dallas)

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) _____
Signature of Person Making Statement

G. E. Schlesinger, Jr.
Name of Person Making Statement
(Print or Type)

Executive Vice President
Title

Subscribed to before me this 27th day of July A.D., 1992.

(Signed) Deborah S. Sherman
(Notary Public Signature)

Rider.

Officers of Butler Aviation-O'Hare, Inc.

W.W. Boisture, Jr.	President and Chief Executive Officer
G. E. Schlesinger, Jr.	Executive Vice President, Chief Financial Officer, Secretary and Treasurer
David G. Offensend	Vice President
Anthony P. Scotto	Vice President
R. David Andrews	Vice President
Douglas A. Shaw	Vice President -- Human Resources and Training
Warren E. Boin, Jr.	Vice President -- Marketing and Sales

Phillip C. Botana	Sr. Vice President -- Operations
Blake Fish	Vice President and General Manager
Steve Lee	Controller

Directors of Butler Aviation-O'Hare, Inc.

W. W. Boisture, Jr.

David G. Offensend

Anthony P. Scotto

Exhibit E(1).

Specification _____

Certification.

The undersigned _____ (Name), as _____ (Title) and on behalf of _____ *("Contractor"), having been duly sworn under oath certifies that:

*Each Joint Venture Partner must submit a completed Certification Affidavit.

Section I.

Contractor Certification.

A. The Contractor or any subcontractor to be used in the performance of

this contract, or any affiliated entity[1] 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 entity[1], 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 entity[1] during a period of three 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-rigging [3] 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-rigging [3] 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-rotating [4] 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-rotating [4].

D. The Contractor 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. 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 entity[1], or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section IA, (1) or (2) of this certification, (b) bid-rigging[3], bid-rotating[4], 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 entity[1] or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity[1] 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-rigging[3], bid-rotating[4] 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. 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. 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)

( ) 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: _____

* Before signing, mark and initial the appropriate box in Section III.

( ) 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, 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 specification 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 to before me this ____day of _____, 19__
by _____ (Name) as _____(Title)
of _____(Contractor).

_____
Notary Public Signature

My commission expires: _____

Notes 1 -- 5.

1. In accordance with Chapter 2-92-320 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 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, Chapt. 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, Chapt. 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.

Anti-Apartheid Affidavit.
(Non-Bid, Non-Professional Service Contract)

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 bracket below. If the Contractor is not able to certify that 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 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 _____ of
Title (Type or Print)
_____, 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.

_____
Signature of Owner or Authorized Officer

_____
Name (Type or Print)

State of _____

County of _____

Subscribed and Sworn to before me this
____day of _____, 19__.

_____
Notary Public Signature

My commission expires: _____.

Exhibit "F".

Calculation.

Square Footage Estimates.

Hardstand Use	Square Feet	%
International Carriers	150,000	39.92%
General Aviation	225,750	60.08%
Totl Hardstand	375,750	100.00%

Allocation To General Aviation ($ Thousands)

Cost Category	Estimated Cost	A.I.P. Funding	Net Of A.I.P.	G.A. Allocation
Acquisition	$6,400	($4,800)	$1,600	$ 961
Demolition	641	0	641	385
Site Improvement	3,566	0	3,566	2,142
Electrical	543	0	543	326
General Conditions	100	0	100	60
Relocation	0	0	0	0
Contingency	291	0	291	175
TOTAL:	$11,541	($4,800)	$6,741	$4,050

Cost Category	Estimated Cost	A.I.P. Funding	Net Of A.I.P.	G.A. Allocation
Estimated G.A. Annual Debt Service (12% of Capital Costs)				$486

Attachment 2.

Calculation.

Square Footage Estimates.

Hardstand Use	Square Feet	%
International Carriers	150,000	39.92%
General Aviation	225,750	60.08%
Totl Hardstand	375,750	100.00%

Allocation To General Aviation ($ Thousands).

Cost Category	Estimated Cost	A.I.P. Funding	Net Of A.I.P.	G.A. Allocation
Acquisition	$6,400	($4,800)	$1,600	$ 961
Demolition	641	0	641	385
Site Improvement	3,566	0	3,566	2,142
Electrical	543	0	543	326

Cost Category	Estimated Cost	A.I.P. Funding	Net Of A.I.P.	G.A. Allocation
General Conditions	100	0	100	60
Relocation	0	0	0	0
Contingency	291	0	291	175
TOTAL:	$11,541	($4,800)	$6,741	$4,050
Estimated G.A. Annual Debt Service (12% of Capital Costs)				$486

AUTHORIZATION FOR NOVATION AND AMENDMENT OF AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE WITH NORTHWEST AIRLINES AND AMENDMENT OF AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE WITH SOUTHWEST AIRLINES AT MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

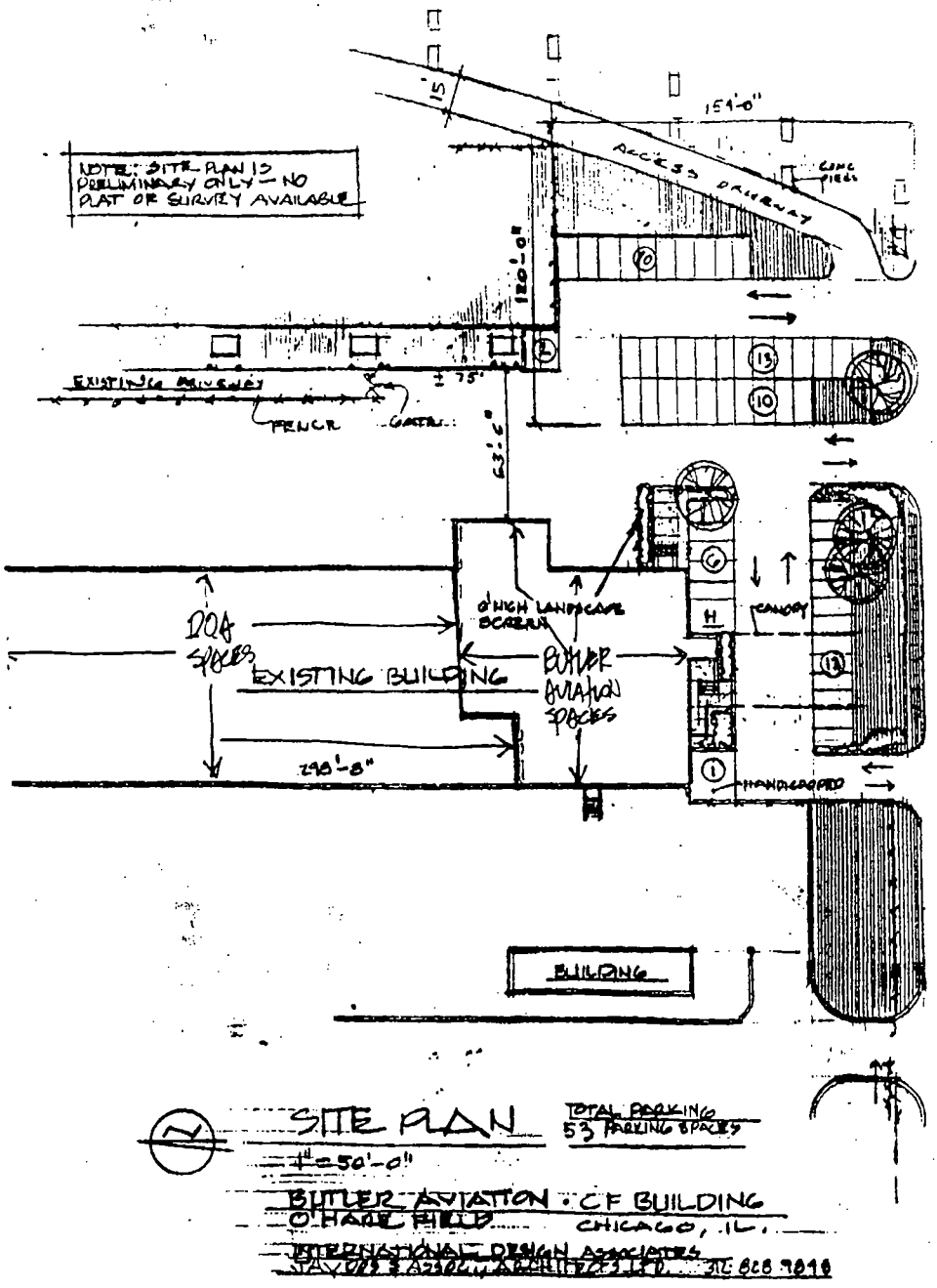
CHICAGO, July 7, 1992.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from The Honorable Mayor, Richard M. Daley, transmitting a proposed ordinance (referred June 17, 1992) to authorize the novation and amendment of an Airport Use Agreement and Terminal Facilities Lease between the City and Northwest Airlines and the amendment of an Airport Use Agreement and Terminal Lease between the City and Southwest Airlines at Midway Airport, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance, which is transmitted herewith.

(Continued on Page 19842)

Exhibit "A".
(To Facilities Lease)



(Continued from page 19840)

This recommendation was concurred in by all the members of the committee present, with no dissenting vote.

Respectfully,

(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), having a population in excess of 25,000, and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, City owns and operates the airport known as Chicago Midway Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, City and Midway Airlines, Inc. ("Midway"), are parties to that certain Airport Use Agreement and Terminal Facilities Lease ("Original Use Agreement") dated as of December 2, 1985, as amended by that certain 1991 Amendment to Airport Use Agreement and Terminal Facilities Lease ("Amendment") dated as of September 1, 1991, as further

amended by that certain letter agreement ("Letter Agreement") dated as of September 1, 1991 (the Original Use Agreement as amended by the Amendment and as further amended by the Letter Agreement shall be referred to herein as the "Use Agreement"); and

WHEREAS, Pursuant to that certain Assignment and Assumption of Lease dated October 10, 1991, Midway assigned all of its right, title and interest under the Use Agreement and its obligations under the Letter Agreement to Northwest Airlines, Inc. ("Northwest"), and Northwest agreed to accept the assignment of the Use Agreement and the obligations under the Letter Agreement and assumed and agreed to perform all obligations of Midway under the Use Agreement and the Letter Agreement arising from and after October 10, 1991, in accordance with their terms; and

WHEREAS, Pursuant to that certain Asset Exchange Agreement ("Asset Exchange Agreement") dated as of March 26, 1992 and that certain Assignment and Assumption of Lease in the form attached hereto as part of Exhibit A, ("Assignment and Assumption of Lease"), Northwest has agreed to assign all of its right, title and interest under the Use Agreement and its obligation to make payments pursuant to Numbered Paragraphs 1 and 2 of the Letter Agreement for amounts accruing after February 29, 1992 to Southwest Airlines Co. ("Southwest"), and Southwest agreed to accept the assignment of the Use Agreement and such obligations under the Letter Agreement and assumed and agreed to perform all obligations of Northwest under the Use Agreement arising from and after the date the City approves the Assignment and Assumption of Lease in accordance with the terms of the Use Agreement and all obligations of Northwest under Numbered Paragraphs 1 and 2 of the Letter Agreement accruing after February 29, 1992; and

WHEREAS, It is in the City's best interest as owner and operator of the Airport to approve that certain Novation and Amendment of Airport Use Agreement and Terminal Facilities Lease in substantially the form attached hereto as Exhibit A, in which 1) Midway is released and discharged as a party to the Use Agreement and as obligor under the Letter Agreement, 2) the rights and obligations of Northwest under the Use Agreement and Letter Agreement are terminated, 3) Southwest is substituted for Midway as a party to the Use Agreement and the obligor under the Letter Agreement, 4) certain premises will be returned to the control of the City, and 5) the City approves the Assignment and Assumption of Lease in which Northwest assigns its right, title and interest and certain of its obligations under the Use Agreement and Letter Agreement to Southwest, and Southwest accepts the same; and

WHEREAS, It is in the City's best interest as owner and operator of the Airport to amend the Airport Use Agreement and Terminal Facilities Lease dated as of December 2, 1985, as amended, by and between the City and Southwest ("Lease") in which certain ticket counter space and baggage claim area will be returned to the control of the City; now, therefore,

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

SECTION 1. All of the above recitals are expressly adopted as the legislative findings of the City Council and are incorporated herein and made a part hereof.

SECTION 2. The Mayor, or his proxy, is hereby authorized to execute, and the City Clerk to attest, the Novation and Amendment of Airport Use Agreement and Terminal Facilities Lease in substantially the form attached hereto as Exhibit A upon the recommendation of the Commissioner of the Department of Aviation, subject to the approval of the Corporation Counsel as to form and legality, and further subject to the approval of the City Comptroller.

SECTION 3. The Mayor, or his proxy, is hereby authorized to execute, and the City Clerk to attest, the Amendment to the Lease by and between the City and Southwest, in substantially the form attached hereto as Exhibit B upon the recommendation of the Commissioner of the Department of Aviation, subject to the approval of the Corporation Counsel as to form and legality, and further subject to the approval of the City Comptroller.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A".

Novation And Amendment Of Airport Use Agreement And Terminal Facilities Lease.

This Novation And Amendment Of Airport Use Agreement And Terminal Facilities Lease (the "Agreement") is made and entered into as of _____, 1992, by and between Sheldon L. Solow, as Chapter 7 Trustee for Midway Airlines, Inc., Debtor ("Midway"), Northwest Airlines, Inc., a Minnesota corporation ("Northwest"), Southwest Airlines Co., a Texas corporation ("Southwest") and the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois (the "City").

Recitals.

A. The City and Midway are parties to that certain Airport Use Agreement and Terminal Facilities Lease (the "Original Use Agreement") dated as of December 2, 1985, as amended by that certain 1991 Amendment to Airport Use Agreement and Terminal Facilities Lease (the "Amendment") dated as of September 1, 1991, as further amended by numbered paragraph 4 of that certain letter agreement (the "Letter Agreement") dated as of September 1, 1991 (the Original Use Agreement as amended by the Amendment and as further amended by the Letter Agreement shall be referred to herein as the "Use Agreement").

B. Pursuant to that certain Assignment and Assumption of Lease dated October 10, 1991, Midway assigned all of its right, title and interest under the Use Agreement and its obligations under the Letter Agreement to Northwest, and Northwest agreed to accept the assignment of the Use Agreement and the obligations under the Letter Agreement and assumed and agreed to perform all obligations of Midway under the Use Agreement and the Letter Agreement arising from and after October 10, 1991, in accordance with their terms.

C. Pursuant to the Asset Exchange Agreement (the "Asset Exchange Agreement") dated as of March 26, 1992 and that certain Assignment and Assumption of Lease (the "Assignment and Assumption of Lease") in the form attached hereto as (Sub)Exhibit A, Northwest has agreed to assign all of its right, title and interest under the Use Agreement and its obligation to make payments pursuant to Numbered Paragraphs 1 and 2 of the Letter Agreement for amounts accruing after February 29, 1992 to Southwest, and Southwest agreed to accept the assignment of the Use Agreement and such obligations under the Letter Agreement and assumed and agreed to perform all obligations of Northwest under the Use Agreement arising from and after the date the City approves the Assignment and Assumption of Lease (the "Effective Date") in accordance with the terms of the Use Agreement and all obligations of Northwest under Numbered Paragraphs 1 and 2 of the Letter Agreement accruing after February 29, 1992.

D. Midway, Northwest, Southwest and the City desire, effective as of the Effective Date to: (1) release and discharge Midway as a party to the Use Agreement; (2) release and discharge Midway from its obligations under the Letter Agreement; (3) terminate all rights and obligations of Midway and Northwest pursuant to the Use Agreement and the Letter Agreement; (4) substitute Southwest in Midway's stead as a party to the Use Agreement; and (5) substitute Southwest in Midway's stead as the obligor under the Letter Agreement.

Agreements.

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

1. The City hereby approves the Assignment and Assumption of Lease.

2. As of the Effective Date: (1) Midway is hereby released and discharged as a party to the Use Agreement and as an obligor under the Letter Agreement; (2) all rights and obligations of Midway and Northwest pursuant to the Use Agreement and the Letter Agreement are terminated; (3) Southwest is hereby substituted in Midway's stead as the party defined as "Airline" in the Use Agreement; and (4) Southwest is hereby substituted as the obligor for payments due under Numbered Paragraphs 1 and 2 of the Letter Agreement. Southwest hereby acknowledges that the second sentence of Numbered Paragraph 5 of the Letter Agreement, with respect to "Airline's" obligations under the Letter Agreement and the Use Agreement, shall be applicable to Southwest in its capacity as "Airline".

3. The Use Agreement is hereby amended as follows:

(a) Exhibit B to the Use Agreement is hereby amended to be in the form of the attachment hereto marked "Revised Exhibit B", and all references to "Exhibit B" in the Use Agreement, as amended hereby, shall be deemed to refer to "Revised Exhibit B".

(b) Exhibit F to the Use Agreement is hereby amended to be in the form of the attachment hereto marked "Revised Exhibit F", and all references to "Exhibit F" in the Use Agreement, as amended hereby, shall be deemed to refer to "Revised Exhibit F".

(c) The premises so designated in Revised Exhibit B and Revised Exhibit F to the Use Agreement are hereby returned to the control of the City.

4. This Agreement shall be construed in accordance with the laws of the State of Illinois.

5. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

In Witness Whereof, The parties hereto have caused this Agreement to be duly executed and delivered as of the date first stated above.

Witness:

Sheldon L. Solow, as Chapter 7 Trustee for Midway Airlines, Inc., Debtor

By: _____
Its: _____

Witness:

Northwest Airlines, Inc.

By: _____
Its: _____

Witness:

Southwest Airlines Co.

By: _____
Its: _____

Attest:

City of Chicago

City Clerk

Mayor

Approved:

_____
Comptroller

Approved As To Form And Legality: Department of Aviation

_____ _____
Corporation Counsel Commissioner

[Revised Exhibit "B" attached to this Novation and Amendment printed on page 19854 of this Journal.]

(Sub)Exhibit "A" and Revised Exhibit "F" attached to this Novation and Amendment read as follows:

(Sub)Exhibit "A".
(To Novation And Amendment)

Assignment And Assumption Of Lease.

This Agreement is made and entered into as of _____, 1992, by and between Northwest Airlines, Inc., a Minnesota corporation, ("Assignor"), and Southwest Airlines Co., a Texas corporation ("Assignee").

Recitals.

A. Assignor and Assignee are parties to that certain Asset Exchange Agreement (the "Asset Exchange Agreement"), dated _____, 1992.

B. Assignor is the party defined as "Airline" in that certain Airport Use Agreement and Terminal Facilities Lease, dated December 2, 1985, as amended by that certain 1991 Amendment to Airport Use Agreement and Terminal Facilities Lease, dated as of September 1, 1991, as further amended by Numbered Paragraph 4 of that certain letter agreement (the "Letter Agreement"), dated as of September 1, 1991 (collectively, the "Lease") between Assignor and the City of Chicago.

C. Pursuant to the Asset Exchange Agreement, Assignor agrees to assign all of its right, title and interest under the Lease to Assignee, and Assignee agrees to accept the assignment of the Lease and assume and agree to perform all obligations of Assignor under the Lease arising from and after the "Effective Date", as herein defined, in accordance with its terms.

Agreement.

Now, Therefore, In consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby transfers, assigns and conveys to Assignee, and its successors and assigns, all of Assignor's right, title and interest in, to and under the Lease from and after the Effective Date.

2. Assignee hereby accepts the transfer, assignment and conveyance of the Assignor's interest in the Lease, and hereby assumes all of the obligations and liabilities of the Assignor under the Lease arising from and after the Effective Date and agrees to perform, observe, keep and comply with all the terms, covenants, conditions, provisions and agreements contained in the Lease on the part of the "Airline" to be performed, observed, kept and complied with from and after the Effective Date.

3. Assignee hereby assumes all liability of Assignor under Numbered Paragraphs 1 and 2 of the Letter Agreement.

4. Assignor warrants that the attached Exhibit A is a true and correct, and complete description, in all material respects, of all rents and other charges owing or reasonably contemplated to be owing under the Lease, for the periods stated therein.

5. The "Effective Date" shall mean _____, 199__.

6. This Agreement shall be construed in accordance with the laws of the State of Illinois.

In Witness Whereof, The parties hereto have caused this Agreement to be duly executed and delivered as of the date stated above.

Assignor:

Northwest Airlines, Inc.

By: _____

Its: _____

Assignee:

Southwest Airlines Co.

By: _____

Its: _____

Revised Exhibit "F".

Area Of Southwest Airlines' Premises.
(Use Agreement)

Functional Area	Terminal (Square Feet)	Concourse A (Square Feet)
Terminal Building		
Exclusive Use Area:		
Ticket Area	0	0

Functional Area	Terminal (Square Feet)	Concourse A (Square Feet)
Baggage Operations	0	0
Office Space	0	4,356
Preferential Use Area:		
Holdroom Space Gates A9, A11, A12, A16	0	5,433
Total -- Terminal Building	0	9,789
Ramp		
Preferential Use Area:		
Ramp Area (P) Gates A9, A11, A12, A16	0	72,018
Total -- Ramp	0	72,018

Revised Exhibit "B".

Amendment To Airport Use And Terminal Facilities Lease.

This Amendment to that certain Airport Use and Terminal Facilities Lease dated as of December 2, 1985, as amended ("Lease") by and between the City of Chicago, a municipal corporation and a home rule unit of local government under Sections 1 and 6(a), respectively, of Article VII of the 1970 Constitution of the State of Illinois ("City"), and Southwest Airlines Co., a Texas corporation ("Southwest") is made and entered into as of _____, 1992.

Recitals.

Whereas, City owns and operates an airport known as Chicago Midway Airport, located in the County of Cook, State of Illinois ("Airport"), and possesses the power and authority to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, City and Southwest entered into the Lease for the use by Southwest of certain premises, and the facilities thereon, at the Airport; and

Whereas, City and Southwest now find it in their mutual best interests to amend the Lease, as set forth below;

Now, Therefore, In consideration of the promises and covenants set forth below, and in consideration of such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. The above recitals are hereby incorporated in and made a part of this Amendment as if fully set forth below.

Section 2. Exhibit B and Exhibit F to the Lease are hereby amended and replaced with the Revised Exhibit B and the Revised Exhibit F attached hereto and made a part hereof.

Section 3. No other modifications or amendments are intended or implied. This Amendment, and any exhibits attached hereto and incorporated by reference herein, shall constitute the entire agreement between the parties as to the Amendment.

In Witness Whereof, City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City, and its seal to be hereunto affixed and attested by the City Clerk of City; and Southwest has caused this Amendment to be executed on its behalf pursuant to due authorization, all as of the day and year first written above.

City of Chicago

By: _____
Mayor

Attest:

By: _____
City Clerk

Recommended:

By: _____
Commissioner,
Department of Aviation

Approved:

By: _____
Comptroller

Approved As To Form And Legality:

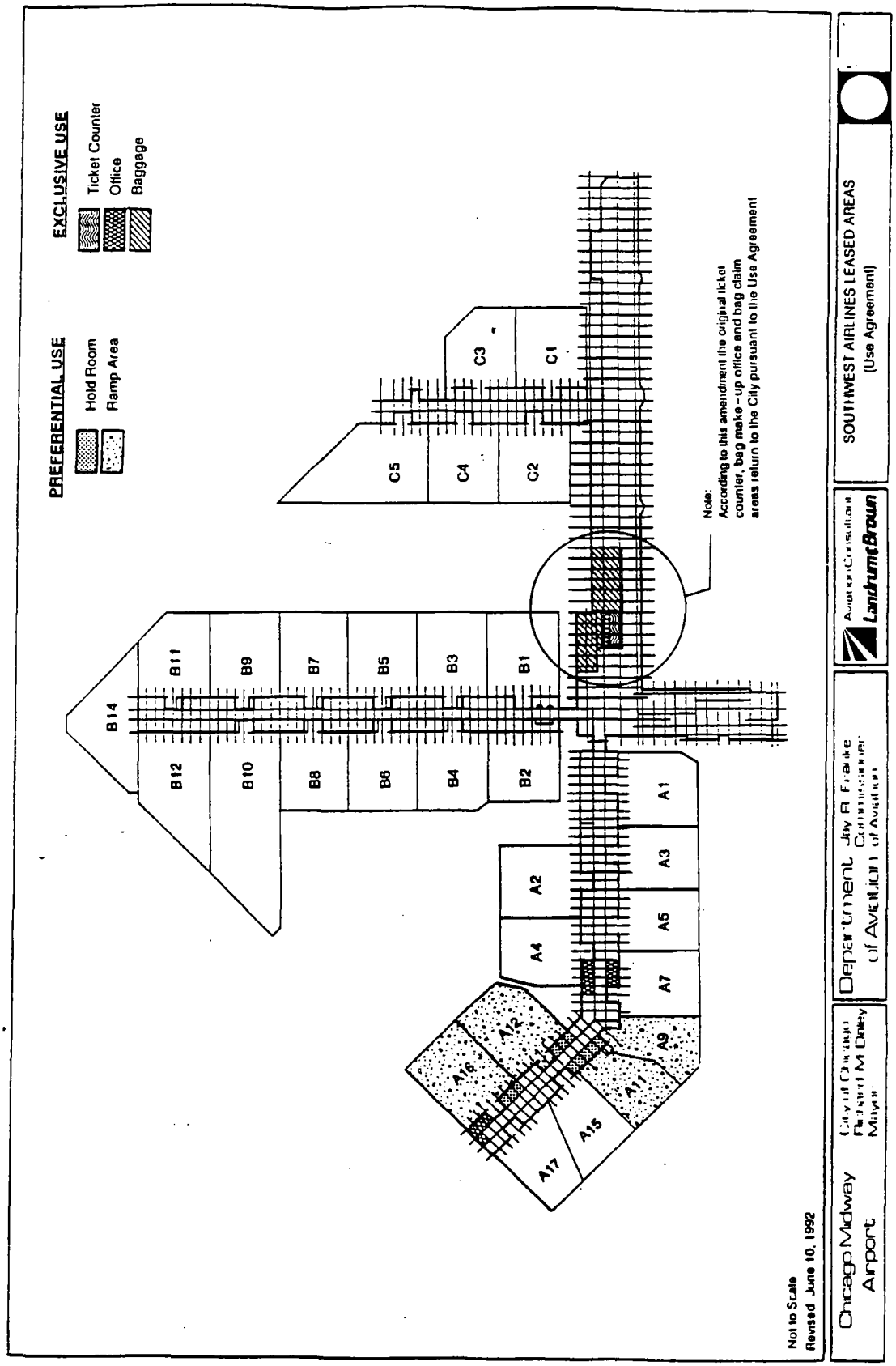
By: _____
Corporation Counsel

Southwest Airlines Co.

By: _____
Its: _____

Attest:

By: _____
Its: _____


PREFERENTIAL USE
Hold Room
Ramp Area
EXCLUSIVE USE
Ticket Counter
Office
Baggage
B14
B12
B11
B10
B9
B8
B7
B6
B5
B4
B3
B2
B1
C5
C4
C3
C2
C1
A1
A2
A3
A4
A5
A7
A9
A11
A12
A15
A16
A17
Note:
According to this amendment the original ticket counter, bag make-up office and bag claim areas return to the City pursuant to the Use Agreement
Not to Scale
Revised June 10, 1992
Chicago Midway Airport
City of Chicago
Richard M Daley
Mayor
Department of Aviation
Jay A Franke
Commissioner
Airport Consultant
Landrum&Brown
SOUTHWEST AIRLINES LEASED AREAS
(Use Agreement)

AUTHORIZATION FOR AMENDMENT TO 1985 AMENDED AND RESTATED AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE WITH TRANS WORLD AIRLINES, INC. AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a communication from Commissioner Jay R. Franke of the Department of Aviation, transmitting an ordinance authorizing an amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease between the City and Trans World Airlines, Inc., begs leave to recommend that Your Honorable Body do *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully,

(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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns and operates an airport known as O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The City entered into an Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 ("Use Agreement") with Trans World Airlines, Inc. ("Airline"); and

WHEREAS, Airline pursuant to Use Agreement leased 39,342 square feet of terminal/concourse space; and

WHEREAS, Airline has reduced its space at Airport including assignment on July 21, 1992 of space at Airport to American Airlines Inc.; and

WHEREAS, Airline and City now desire to amend such Use Agreement to accurately reflect Airline's space at Airport; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this Ordinance.

SECTION 2. The Mayor is hereby authorized to execute an amendment to the Use Agreement with Airline in substantially the form attached hereto as "Exhibit 1", and the City Clerk is authorized to attest and affix the seal of the City of Chicago, upon the recommendation of the Commissioner of the Department of Aviation, and subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage.

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Amendment To The Amended And Restated Airport Use Agreement And Terminal Facilities Lease.

This Amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, made and entered into as of this ____ day of _____, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City") and Trans World Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware ("Airline").

Recitals.

Whereas, City and Airline have entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Use Agreement"); and

Whereas, City and Airline now desire to amend such Use Agreement to reflect Airline's current space at O'Hare International Airport;

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. Revised Exhibit J-1 to the Use Agreement, a copy of which is attached hereto as Exhibit A, is hereby substituted for the current Exhibit J-1 to the Use Agreement, and the current Exhibit J-1 to the Use Agreement is hereby deleted from the Use Agreement. Further, the current Exhibit K-1 to the Use Agreement is deleted from the Use Agreement and no new exhibit is substituted.

Section 2. This Amendment is subject to the terms and conditions of the Revised Consent to the Assignment and Assumption of the space by Airlines and Trans World Airlines, Inc. passed by the City Council of Chicago on June 17, 1992.

Section 3. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment to be executed on its behalf by its President and its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

Attest: City of Chicago

_____ _____
City Clerk Mayor

Approved:

_____
Commissioner of Aviation

_____
Comptroller,
Department of Finance

As To Form And Legality:

_____
Assistant Corporation Counsel

Attest: Trans World Airlines, Inc.

_____ By: _____

_____ Secretary Title: _____

[Exhibit "A" to this Amendment printed on pages 19860 through 19862 of this Journal.]

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORIZATION FOR ACCEPTANCE OF GRANT FROM CHICAGO COMMUNITY TRUST FOR DEVELOPMENT OF CITYSPACE PROJECT IN ASSOCIATION WITH CHICAGO PARK DISTRICT AND FOREST PRESERVE DISTRICT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of a grant from the Chicago Community Trust necessary to develop the CitySpace joint project with the Chicago Park District and the Forest Preserve District, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 19863)

Exhibit "A".
(Page 1 Of 3)

Trans World Airlines.

Exhibit J-1

Airline's Phase II Exclusive Use Premises.

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 3, which are depicted in the Drawing of this Exhibit J-1, shall comprise approximately 350 square feet, which shall be deemed Airline's Existing Footage.

Exhibit "A".
(Page 2 Of 3)

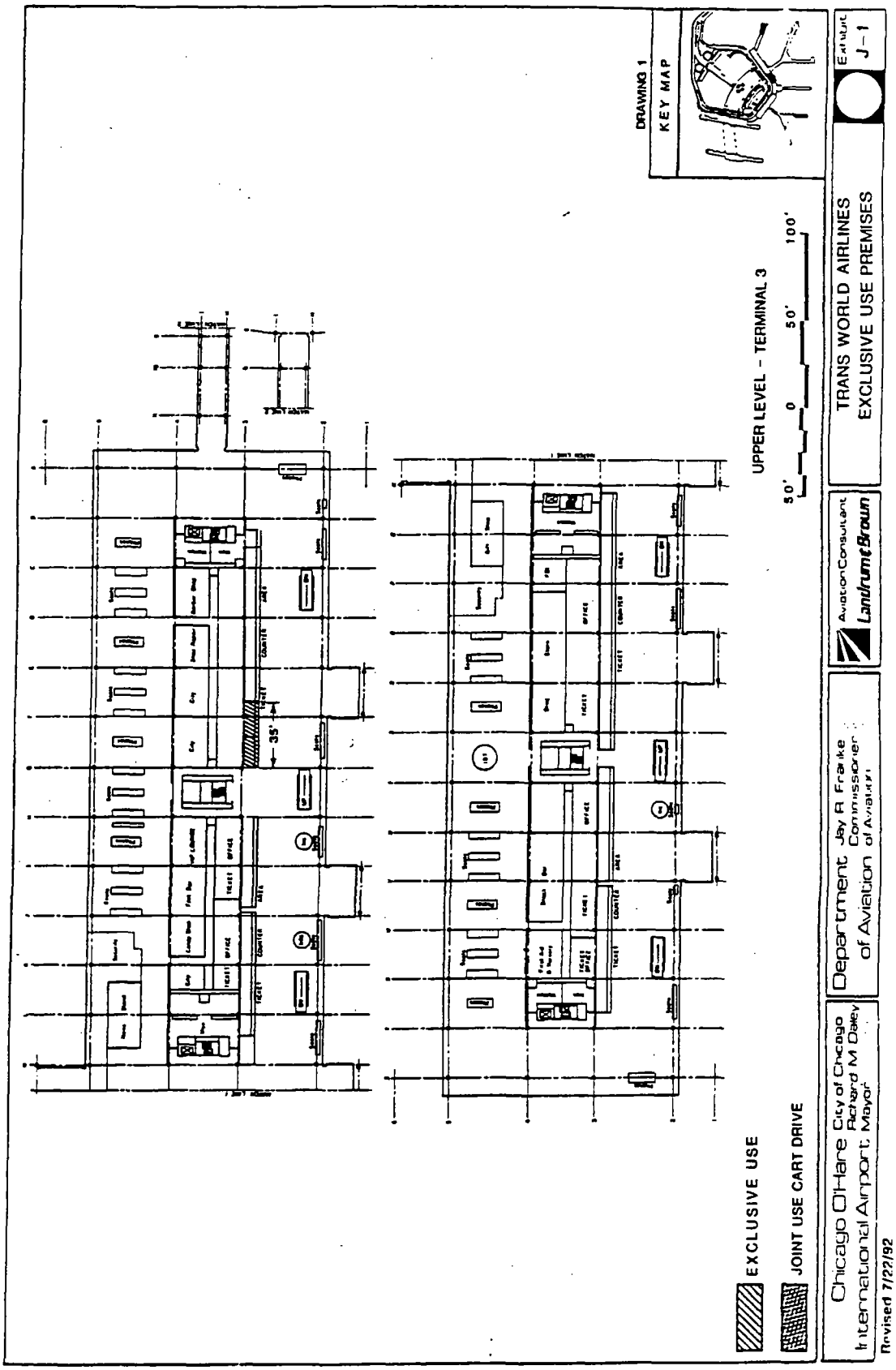
Trans World Airlines.

Phase II Premises

Revised July 22, 1992.

	Total Exclusive Use
Terminal 3:	
Mezzanine/Penthouse	0
Upper Level	350
Lower Level	0
Basement	0
Subtotal Terminal 3	350
Concourse G:	
Upper Level	0
Apron Level	0
Subtotal Concourse G	0
Grand Total	350
Existing Footage	350
Additional Footage	0

Exhibit "A".
(Page 3 Of 3)



(Continued from page 19859)

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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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") through its Department of Planning and Development (the "Department") has been awarded grant funds in the aggregate amount of $400,000 (the "Grant Funds") by the Chicago Community Trust (the "Trust") for CitySpace, a joint project of the City, the Chicago Park District ("C.P.D.") and the Forest Preserve District of Cook County ("F.P.D."); and

WHEREAS, The purpose of the CitySpace project is to develop a comprehensive open space plan (the "Plan") for the City which will provide a framework for intergovernmental collaboration and will be prepared in cooperation with the C.P.D. and F.P.D.; and

WHEREAS, The Plan will establish policies, priorities and goals for the preservation and long-term development of public open space in the City; now, therefore,

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

SECTION 1. The sum of $400,000 not previously appropriated, representing the Grant Funds, is hereby appropriated from Fund 925 -- Grant Funds for the Year 1992, for the purposes described in the preamble hereof.

SECTION 2. The Comptroller of the City is hereby directed to disburse the Grant Funds as required to carry out the purposes of the Plan.

SECTION 3. The Commissioner of the Department is authorized to enter into intergovernmental agreements and other agreements with public and/or private sector agencies to effectuate the purposes of the Plan, subject to the approval of the Corporation Counsel.

SECTION 4. This ordinance shall take effect ten days after its passage and publication.

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO 1992 ANNUAL APPROPRIATION ORDINANCE, AS AMENDED, TO REFLECT INCREASE IN FUNDING FROM FEDERAL AND STATE AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the 1992 Annual Appropriation Ordinance, as amended, necessary to reflect an increase in the amount of grant funds received from federal and state agencies, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the Year 1992, as amended, of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments; and

WHEREAS, In accordance with Section 8 of such 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 and state agencies for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; now, therefore,

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

SECTION 1. The sum of $14,767,000 not previously appropriated, representing additional awards from agencies of the federal and state governments, has become available for appropriation for the Year 1992.

SECTION 2. The sum of $14,767,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the Year 1992, and the Annual Appropriation Ordinance for the Year 1992, 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 force and effect ten days after its passage and publication.

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

Exhibit "A".

Amendments To The 1992 Annual Appropriation Ordinance, As Amended.

925 -- Grant Funds

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 1992		
	Awards from Agencies of the Federal Government	$498,423,955	$ 512,774,955
	Awards from Agencies of the State of Illinois	115,684,000	116,100,000
13	Mayor's Office Of Employment And Training:		

Code	Department And Item	Strike Amount	Add Amount
	Job Training Partnership Act (J. T. P. A.):		
	-- Title II B (Summer Youth Employment)	$15,000,000	$28,617,000
	-- Title III (Dislocated Workers)	7,309,000	7,680,000
41	Department Of Health:		
	Mental Health	6,025,000	6,356,000
47	Department On Aging:		
	Sub-State Ombudsman	139,000	144,000
	OAA-Title IIIG Elder Abuse Ombudsman	43,000	97,000
	Commodity Food Reimbursement	1,649,000	1,696,000
53	Department Of Human Services:		
	Summer Food Service	2,981,000	3,103,000
	Title V Senior Aides Project	733,000	739,000
59	Fire Department:		
	Fire Academy Training And Improvement Fund	960,000	1,045,000

Code	Department And Item	Strike Amount	Add Amount
72	Department Of Environment:		
	Energy Task Force-Urban Consortium	$1,983,000	$2,112,000

AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO 1992 ANNUAL APPROPRIATION ORDINANCE, AS AMENDED, FOR PAYMENT OF ANTICIPATED JUDGMENTS AGAINST CITY AND FUNDING OF CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the 1992 Annual Appropriation Ordinance, as amended, necessary to provide for the payment of anticipated judgments against the City and the funding of the Chicago Abandoned Property Program, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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; and

WHEREAS, The City has realized supplemental revenues, not appropriated for the year 1992, resulting from additional surplus in Fund 100 -- Corporate for the year 1991 and from the refunding of City of Chicago Single-Family Mortgage Revenue Bonds (First Federal Savings and Loan Association of Chicago -- Originator and Servicer) 1978 Series A, and City of Chicago Mortgage Participation Revenue Bonds, Issue A; and

WHEREAS, It is beneficial to the City of Chicago to appropriate such additional revenues; and

WHEREAS, The City has established the Chicago Abandoned Properties Program ("C.A.P.P."), under which tax delinquent, abandoned properties are acquired for the purpose of rehabilitation or demolition of buildings thereon by private developers, in order to revitalize such properties and restore them to the active tax rolls; and

WHEREAS, Additional funding is necessary for the payment of judgments anticipated to be payable in 1992; now, therefore,

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

SECTION 1. The sum of $23,300,000, not previously appropriated, has become available for appropriation for the year 1992 from the following sources:

Additional year-end surplus in Fund 100 -- Corporate for 1991	$ 19,000,000
Surplus from refunding of City of Chicago Single-Family Mortgage Revenue Bonds (First Federal Savings and Loan Association of Chicago -- Originator and Servicer), 1978 Series A, and City of Chicago Mortgage Participation Revenue Bonds, Issue A	4,300,000
TOTAL:	$ 23,300,000

SECTION 2. The sum of $23,300,000 not previously appropriated is hereby appropriated from Fund 100 -- Corporate for the Year 1992, and the Annual Appropriation Ordinance for the Year 1992, 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 take effect ten days after its passage and publication.

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

Exhibit "A".

Amendments To The 1992 Annual Appropriation Ordinance.

Fund 100 -- Corporate

Code	Department And Item	Strike Amount	Insert Amount
	Estimates of Assets and Liabilities as of January 1, 1992 and estimate of the amount of such assets and revenue which are appropriable for the year 1992		
	Surplus (net current assets)	$ 3,300,000	$ 22,300,000
	Estimated Revenue for 1992	1,693,694,226	1,697,994,226
	Total appropriable for charges and expenditure (exclusive of liabilities at January 1, 1992)	1,696,994,226	1,720,294,226
	Detail of Corporate Revenue Estimates for 1992:		
	Proceeds from Debt and and Transfers in	209,176,000	213,476,000
	Finance General -- Other Operating Expenses 99-2005		
.9131	For financing of the Chicago Abandoned Property Program to be expended at the direction of the Budget Director	-0-	4,300,000
.9132	Transfer from the Corporate Fund to the Judgement Tax Fund	-0-	19,000,000

Fund 395 -- Judgement Tax Fund

Code	Department And Item	Strike Amount	Insert Amount
	Estimated Revenue for 1992:		
	Transfers In	$ -0-	$ 19,000,000
	Total appropriable for charges and expenditures	19,808,000	38,808,000
	Finance General -- Other Operating Expenses		
.0904	For payment of Judgement	17,273,000	36,273,000

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS TO PROVIDE MATCHING GRANT TO CHICAGO TRANSIT AUTHORITY PURSUANT TO REGIONAL TRANSPORTATION AUTHORITY ACT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds necessary to provide a matching grant to the Chicago Transit Authority pursuant to the Regional Transportation Authority Act, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The law of the State of Illinois establishing the Regional Transportation Authority (the "R.T.A.") (Ill. Rev. Stat., Chapter 111⅔, Paragraph 701.01 et seq.) provides in Paragraph 704.10, that the R.T.A. shall not for any fiscal year of the R.T.A. release to the Chicago Transit Authority (the "C.T.A.") any funds except for the proceeds of taxes imposed by the R.T.A. under Sections 4.03 and 4.03.1 which are allocated to the C.T.A. under Section 4.10(d) unless a unit or units of local government in Cook County (other than the C.T.A.) enters or enter into an agreement with the C.T.A. to make a monetary contribution for such year of at least Five Million Dollars ($5,000,000) for public transportation; and

WHEREAS, The C.T.A. will, for the foreseeable future, require such financial grants from the R.T.A. in order to meet its operating expenses; and

WHEREAS, Every year since the inception of the R.T.A., the City of Chicago has contributed Three Million Dollars ($3,000,000) and the County of Cook has contributed Two Million Dollars ($2,000,000); and

WHEREAS, The last such ordinance authorizing the City's contribution was passed on November 27, 1991 (Council Journal of Proceedings, pages 10016 -- 10019); now, therefore,

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

SECTION 1. There is hereby allocated for the fiscal year of the R.T.A. ending December 31, 1992 the sum of Three Million Dollars ($3,000,000) for use by the C.T.A. as a matching grant from the City of Chicago to be paid prior to December 31, 1992 from that part of the Motor Fuel Tax funds which have been or may be allocated to the City of Chicago.

SECTION 2. The sum of Three Million Dollars ($3,000,000) hereby allocated shall be deemed, considered and construed as the payment and fulfillment of the local contribution required of the City of Chicago pursuant to an agreement made under the Regional Transportation Authority Act (Chapter 111⅔, Section 704.10, Illinois Revised Statutes 1989) between the C.T.A., the County of Cook, and the City of Chicago. Subject to the approval of the Corporation Counsel as to form and legality, the Mayor is authorized to execute such agreement, substantially in the form attached hereto as Exhibit A.

SECTION 3. The City Clerk is hereby directed to transmit a certified copy of this ordinance to the Governor of the State of Illinois and two certified copies of this ordinance to the Department of Transportation of the State of Illinois, Springfield, Illinois.

SECTION 4. This ordinance shall be in force and effect from and after its passage.

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

Exhibit "A".

Agreement.

This Agreement made this _____ day of _____, 199__, by and between the Chicago Transit Authority (herein the "Authority"), a municipal corporation of the State of Illinois, established pursuant to the Metropolitan Transit Authority Act, Illinois Revised Statutes, Chapter 111⅔, Section 301, et seq., and the City of Chicago and the County of Cook, municipal corporations of the State of Illinois.

Witnesseth:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants hereinafter set forth, this Agreement is made pursuant to the provisions of Section 4.10 of the Regional Transportation Authority Act, Illinois Revised Statutes, Chapter 111⅔, Section 704.10.

1. The City of Chicago hereby agrees to contribute prior to December 31, 1992, Three Million Dollars ($3,000,000) in the aggregate in cash directly to the Authority for public transportation for the fiscal year of the Regional Transportation Authority ending December 31, 1992.

2. The County of Cook hereby agrees to contribute prior to December 31, 1992, Two Million Dollars ($2,000,000) in the aggregate in cash directly to the Authority for public transportation for the fiscal year of the Regional Transportation Authority ending December 31, 1992.

In Witness Whereof, The parties hereto, by their duly authorized officers, have executed this Agreement on the date first above mentioned.

City of Chicago

By: _____

County of Cook

By: _____

Chicago Transit Authority

By: _____

AUTHORIZATION FOR TRANSFER OF YEAR 1992 FUNDS WITHIN COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds within the City Council Committee on License and Consumer Protection, 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1992. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1992 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Services	100	15-2225	0000	$3,000

TO:

Purpose	Fund	Code Department	Account	Amount
For Commodities and Materials	100	15-2225	0300	$3,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations within the City Council Committee on License and Consumer Protection during the year 1992.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration two (2) orders (under separate committee reports) authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 part of the order):

Portions Of West Madison Street, West Monroe Street And North Wood Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in:

1) West Madison Street

North Damen Avenue to North Loomis Street

2) West Monroe Street

South Damen Avenue to South Paulina Street

3) North Wood Street

West Madison Street to West Lake Street

5,876 feet of 12-inch and 1,345 feet of 8-inch ductile iron water main, at the total estimated cost of $1,274,052 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-01230.

Portion of West 46th Place.

Ordered, That the Commissioner of Water is hereby authorized to install 1,270 feet of 8-inch ductile iron water main in:

West 46th Place from South Rockwell Street to South Western Avenue

at a total estimated cost of $201,632 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-01239.

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

APPROVAL OF PROPERTY AT 4300 WEST OHIO 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 29, 1992.

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 Percy Giles (37th), authorizing Class 6(b) tax incentives for the property located at 4300 West Ohio Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said substitute resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

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

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 real estate tax incentives to property owners who improve and occupy property which is located within the County of Cook and is used for manufacturing and industrial purposes; and

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

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

WHEREAS, Tec Foods, Inc. is the owner of the property located at 4300 West Ohio Street and proposes to substantially improve this property (hereinafter referred to as the "subject property"); and

WHEREAS, Tec Foods, Inc. intends to use the subject property for the purpose of manufacturing and distributing food items; and

WHEREAS, The subject property is located within Chicago Enterprise Zone No. 5; and

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

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

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

WHEREAS, The Permanent Real Estate Index Number for the subject property is: 16-10-200-040; now, therefore,

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

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

SECTION 2. The City of Chicago, Illinois, hereby supports and consents to the Class 6(b) classification of the subject property pursuant to the Cook County Real Estate Property Classification Ordinance, as

amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Tax Number: 16-10-200-040; and

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

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

BOARD OF COMMISSIONERS OF COOK COUNTY REQUESTED TO ENTER NON-CASH BIDS ON BEHALF OF CITY FOR ACQUISITION OF TAX DELINQUENT PROPERTIES IN REDEVELOPMENT AREAS 89TH-LOOMIS, 63RD-HALSTED-ENGLEWOOD MALL AND ROOSEVELT-KOSTNER.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Commissioner of Planning and Development Valerie Jarrett, authorizing the City to request that the County of Cook enter non-cash bids on parcels located in the following three Redevelopment Areas: (1) 89th-Loomis, (2) 63rd-Halsted-Englewood Mall and (3) Roosevelt-Kostner, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

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

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 in the redevelopment of tax delinquent properties; and

WHEREAS, The City has created the Community Development Commission which may recommend to the City Council that the City acquire and convey land in designated redevelopment project areas in order to redevelop said areas; and

WHEREAS, The City seeks to acquire the tax delinquent properties listed on Exhibit A ("Parcels") for redevelopment, said Parcels being located in

redevelopment project areas designated by the Community Development Commission and previously approved by the City Council; 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 the Parcels listed on Exhibit A and to assign its interest in the Parcels to the City of Chicago.

SECTION 2. The Commissioner of the Department of Planning and Development is authorized to provide the Board with all necessary information to permit 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 Department of Planning and Development is directed to provide annual status reports on the Parcels to the Cook County Department of Economic Development for a period of five years.

SECTION 4. The Corporation Counsel or his designee is authorized to take all necessary steps to obtain tax deeds for the Parcels. In the event that there are municipal liens on the Parcels, the Corporation Counsel is authorized to execute releases of all such liens. The City will be responsible for all costs and legal fees associated with the acquisition of the Parcels. The Corporation Counsel is further authorized to take whatever other legal action may be required pursuant to the County's No Cash Bid Program, including petitioning the Circuit Court to declare a sale in error in the event the Parcels should not have been offered for sale.

SECTION 5. No Parcel identified on Exhibit A shall be conveyed by the City until the City Council has approved the terms and conditions of the conveyance. Until such time as the Parcels are conveyed by the City, the Parcels shall remain under the control and management of the Department of Planning and Development.

SECTION 6. 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".

Permanent Index Number	Address
	89th -- Loomis Project Area
25-05-111-033	8856 South Loomis Street
25-05-111-034	8858 South Loomis Street
25-05-119-001	8903 South Bishop Street
25-05-119-016	8902 South Loomis Street
25-05-119-018	8914 South Loomis Street
25-05-119-019	8920 South Loomis Street
25-05-119-020	8926 South Loomis Street
25-05-119-030	8910 South Loomis Street
25-05-120-001	8903 South Loomis Street
25-05-120-003	8917 South Loomis Street
25-05-120-006	8931 South Loomis Street
25-05-120-012	8902 South Ada Street
	63rd -- Halsted Project Area
20-17-429-045	906 -- 910 West 63rd Street
20-16-318-007	6155 South Halsted Street
20-16-318-095	6153 South Halsted Street
20-16-321-002	6211 South Halsted Street
20-16-321-003	6215 South Halsted Street

Permanent Index Number	Address
20-16-324-001	740 -- 758 West 63rd Street
20-16-324-002	729 West Englewood Avenue
20-16-324-019	726 -- 732 West 63rd Street
20-16-324-031	731 West Englewood Avenue
20-21-108-015	725 -- 733 West 64th Street

Roosevelt -- Kostner Project Area

16-15-310-036	4724 West Arthington Street
16-15-310-037	4722 West Arthington Street
16-15-312-016	4721 West Arthington Street
16-15-312-019	4715 West Arthington Street
16-15-313-026	4642 West Fifth Avenue
16-15-313-027	4638 West Fifth Avenue
16-15-313-028	4636 West Fifth Avenue
16-15-313-029	4632 West Fifth Avenue
16-15-313-030	4630 West Fifth Avenue
16-15-313-031	4628 West Fifth Avenue
16-15-313-032	4626 West Fifth Avenue
16-15-313-033	4624 West Fifth Avenue
16-15-313-035	4618 West Fifth Avenue

Permanent Index Number	Address
16-15-313-036	4616 West Fifth Avenue
16-15-313-041	4610 West Fifth Avenue
16-15-313-043	4646 West Fifth Avenue
16-15-313-044	4644 West Fifth Avenue
16-15-324-007	1112 South Kolmar Avenue
16-15-324-009	4550 West Roosevelt Road
16-15-415-012	1018 South Kildare Avenue

Permanent Index Number	Address
16-15-415-013	1121 South Kostner Avenue
16-15-415-019	4344 West Grenshaw Street
16-15-415-020	4342 West Grenshaw Street
16-15-415-021	4340 West Grenshaw Street
16-15-415-022	1041 South Kostner Avenue
16-15-425-010	1024 South Kildare Avenue

BOARD OF COMMISSIONERS OF COOK COUNTY REQUESTED TO ENTER NON-CASH BID ON BEHALF OF CITY FOR ACQUISITION OF CERTAIN TAX DELINQUENT PROPERTY LOCATED AT 1855 -- 1911 NORTH LARAMIE AVENUE UNDER CHICAGO TAX REACTIVATION PROGRAM.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Commissioner of Planning and Development Valerie Jarrett, authorizing the City to request that the County of Cook enter a non-cash bid on the parcel located at 1855 -- 1911 North Laramie Avenue, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

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

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 Chicago Plan Commission has heretofore adopted the City's Corridors Of Industrial Opportunity: A Plan For Industry In Chicago's West Side plan on March 12, 1992, which identifies key west side industrial corridors for future industrial expansion and new development; and

WHEREAS, The City Council has heretofore approved the City's 1992 General Obligation Bond Program on July 7, 1992, which appropriates funding for economic development projects, which includes funds to undertake redevelopment activities within identified industrial corridors to support the goals of the above plan; and

WHEREAS, The City seeks to acquire the tax delinquent property listed on Exhibit A (the "Parcel") for redevelopment, said Parcel being located within the Armitage Industrial Corridor which is included in the above Plan and Bond Program to promote industrial redevelopment; 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 a non-cash bid on the Parcel and to assign its interest in the Parcel to the City of Chicago.

SECTION 2. The Commissioner of the Department of Planning and Development is authorized to provide the Board with all necessary and required information to assure the entering of the non-cash bid and the assignment of the County's interest in the Parcel to the City. The Commissioner may delete this Parcel if, in the discretion of the Commissioner, it is no longer appropriate or advantageous for acquisition by the City.

SECTION 3. The Department of Planning and Development is directed to provide annual status reports on the Parcel to the Cook County Department of Economic Development for a period of five years.

SECTION 4. The Corporation Counsel or his designee is authorized to take all necessary steps to obtain a tax deed for the Parcel. In the event that there are municipal liens on the Parcel, the Corporation Counsel is

authorized to execute releases of all such liens. The City will be responsible for all costs and legal fees associated with the acquisition of the Parcel. The Corporation Counsel is further authorized to take whatever other legal action may be required pursuant to the County's Non-Cash Bid Program, including petitioning the Circuit Court to declare a sale in error in the event the Parcel should not have been offered for sale.

SECTION 5. The Parcel identified on Exhibit "A" shall not be conveyed by the City until the City Council has approved the terms and conditions of the conveyance. Until such time as the Parcel is conveyed by the City, the Parcel shall remain under the control and management of the Department of Planning and Development.

SECTION 6. 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".

Permanent Index Number	Address
13-33-404-017	1855 -- 1911 North Laramie Avenue.

BOARD OF COMMISSIONERS OF COOK COUNTY REQUESTED TO ENTER NON-CASH BIDS ON BEHALF OF CITY FOR ACQUISITION OF CERTAIN TAX DELINQUENT PROPERTIES ON PORTIONS OF WEST MADISON STREET AND WEST CHICAGO AVENUE UNDER CHICAGO TAX REACTIVATION PROGRAM.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Commissioner of Planning and Development Valerie Jarrett, authorizing the Commissioner of Planning and Development to negotiate and execute redevelopment agreements with Mac Records Plus for the tax-reactivation parcels located at 5416 and 5420 West Madison Street and with the Arthur Lockhart Resource Institute for the tax-reactivation parcels located at 4840 and 4848 West Chicago Avenue, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has created the Chicago Tax Reactivation Program which seeks to aid the private sector in the redevelopment and reuse of properties acquired through various tax sales for

the purposes of providing low- and moderate-income housing, new industry and jobs for its residents; and

WHEREAS, In cooperation with the City of Chicago, the Cook County Board of Commissioners entered non-cash bids on those properties identified on Exhibit "A" at the supplemental scavenger sale held in December, 1989, and assigned the certificates of purchase to the City; and

WHEREAS, The Department of Planning and Development has found those developers identified on Exhibit "A" to be qualified to acquire and develop the properties set forth opposite their names; now, therefore,

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

SECTION 1. The Commissioner of Planning and Development is authorized to negotiate and execute redevelopment agreements and all other documents which may be acquired or necessary to implement the intent and objectives of the Chicago Tax Reactivation Program with respect to those developers listed on Exhibit "A", subject to the approval of the Corporation Counsel.

SECTION 2. 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 3. 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	Property Address	Property Index Number
Arthur Lockhart	4840 West Chicago Avenue	16-04-430-018
Resource Institute, an Illinois not-for-profit corporation	4848 West Chicago Avenue	16-04-430-016
Mac Alexander	5416 West Madison Street	16-09-320-029

Developer	Property Address	Property Index Number
	5420 West Madison Street	16-09-320-027

APPROVAL OF AMENDMENT NUMBER SIX TO LAWNDALE CONSERVATION PLAN.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Commissioner of Planning and Development Valerie Jarrett, approving Amendment No. 6 to the Lawndale Conservation Plan, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

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

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 2-124-010 of the Municipal Code of Chicago, the Community Development Commission approved Amendment No. 6 to the Lawndale Conservation Plan on June 9, 1992, which is incorporated herein by this reference; and

WHEREAS, The City Council has received said Amendment No. 6 to the Lawndale Conservation Plan and has determined that it is in accord with contemporary planning principles; now, therefore,

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

SECTION 1. That Amendment No. 6 to the Lawndale Conservation Plan is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

Amendment Number Six attached to this ordinance reads as follows:

Amendment No. 6

To The

Lawndale Conservation Plan.

Revised: June 3, 1992

The Revised Lawndale Conservation Plan, as approved by the City Council in June, 1970 and as amended by Amendment No. 1 in March, 1982; by Amendment No. 2 in November, 1982; by Amendment No. 3 in July, 1983; by Amendment No. 4 in October, 1988; and by Amendment No. 5 in June, 1989, is hereby amended as follows:

Item I: Delete the Land Use Plan Map dated June, 1989 and substitute the Land Use Plan Map dated June, 1992. This Land Use Plan Map reflects the following change from the previous map:

The area bounded by West Lexington Avenue and West Fifth Avenue on the north, West Roosevelt Road on the south, South Kildare Avenue and the Belt Railway on the east and South Cicero Avenue on the west, shall be deleted from the Lawndale Conservation Area.

Item II: The area within the boundaries named above will be under the jurisdiction of the Community Development Commission (C.D.C.) and, shall henceforth be governed by the proposed Roosevelt-Kostner Redevelopment Plan, as it may be amended from time to time by the City Council upon the recommendation of the C.D.C.. Specific land uses or changes in existing land uses within the Roosevelt-Kostner Redevelopment Area boundaries shall no longer be identified on the Land Use Map for the Lawndale Conservation Area.

[Land Use Plan Map attached to this Amendment Number Six printed on page 19896 of this Journal.]

APPROVAL OF AMENDMENT NUMBER FIVE TO MOHAWK-NORTH REDEVELOPMENT PLAN.

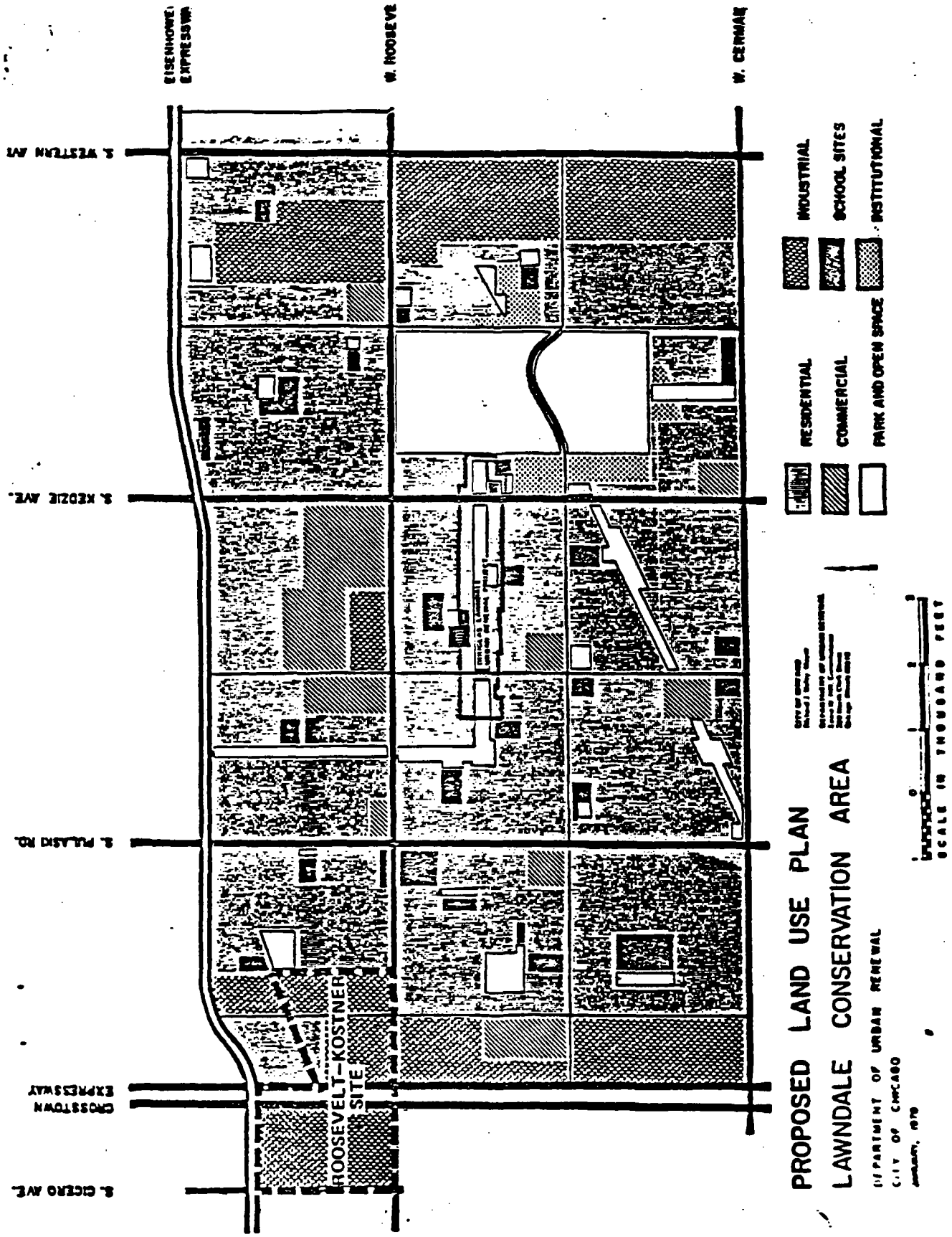
The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Commissioner of Planning and Development Valerie Jarrett, approving Amendment No. 5 to the Mohawk-North Redevelopment Plan, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

(Continued on page 19897)


EISENHOWER EXPRESSWAY
W. ROOSEVELT
W. CERMAK
S. WESTERN AVE.
S. KEDZIE AVE.
S. PULASKI RD.
CROSSTOWN EXPRESSWAY
S. CICERO AVE.
ROOSEVELT-KOSTNER SITE
RESIDENTIAL
COMMERCIAL
PARK AND OPEN SPACE
INDUSTRIAL
SCHOOL SITES
INSTITUTIONAL
PROPOSED LAND USE PLAN
LAWNDALE CONSERVATION AREA
DEPARTMENT OF URBAN RENEWAL
CITY OF CHICAGO
SCALE IN THOUSAND FEET

(Continued from page 19895)

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Community Development Commission and the City Council heretofore approved the Mohawk-North Redevelopment Plan, as amended; and

WHEREAS, The Community Development Commission, by Resolution 92-DUR-13, adopted on June 9, 1992, approved Plan Amendment No. 5 to said Plan, which Amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Said Amendment will change the Land Use Map and the Acquisition Map and the related portion of the text of the Redevelopment Plan by establishing a new land use, "Manufacturing and Related Uses", and by deleting the property located at 1435 -- 1437 North Larrabee Street from the list of properties to be acquired; and

WHEREAS, The City Council has reviewed the foregoing submittals, and it is the sense of the City Council that said Plan Amendment No. 5, together

with the Plan, as amended, constitutes a Redevelopment Plan, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 5 to the Mohawk-North Redevelopment Plan, as amended, dated June, 1992, incorporated herein by reference, having been duly considered, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Amendment Number Five attached to this ordinance reads as follows:

Amendment No. 5

To The Redevelopment Plan

For Redevelopment Project Area

Mohawk-North.

I.

Introduction.

The Mohawk-North Redevelopment Plan was approved by the City Council on March 12, 1986. The Plan was amended by Amendment No. 1, dated December, 1986, and approved by the City Council on March 11, 1987; Amendment No. 2, dated April, 1987; Amendment No. 3, dated June, 1989; and Amendment No. 4, dated May, 1990 and approved by the City Council on June 22, 1990.

Amendment No. 5 is a comprehensive amendment to the Redevelopment Plan. The revised plan reflects the changing needs and conditions in the surrounding community. A new land use category, "Manufacturing and Related Uses", is created and defined. The focus of this and related revisions in the Plan is to recognize the necessity to provide an opportunity for the

expansion of one of the area's major employers, located immediately adjacent to the project area on the south. Under the original Redevelopment Plan, this important manufacturing facility would have become landlocked and might have been forced to relocate, with a resultant loss of employment opportunities.

Amendment No. 5 to the Mohawk-North Redevelopment Plan incorporates and supersedes all previous amendments.

II.

Description Of Redevelopment Project.

The area discussed in this report, and hereinafter referred to as the Mohawk-North Redevelopment Project, comprises 10.3 acres and is located approximately two miles north of Chicago's Central Business District. The area encompassed in the original Redevelopment Plan remains the same. Therefore, the boundaries of this area are the same. (See Exhibit No. 2.: Boundary Map.)

The precise boundaries of this project are described in the following legal description:

A tract of land located in the east half of the northwest quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian in the City of Chicago, County of Cook, Illinois, described as follows:

beginning at the convergence of the center line of West North Avenue and the center line of North Larrabee Street; thence east along the center line of West North Avenue to the center line of North Mohawk Street; thence south along said center line to a line extended east from the south line of Lots 8 and 9 in Block 5 of the subdivision of the north three-quarters of Lot 29 and the north three-quarters of the west half of Lot 30 in Butterfield's Addition to Chicago; thence west along said extension and along the south lot lines of Lots 8 and 9 aforesaid and west along said lot lines as extended to the center line of North Larrabee Street; thence north along said center line to the place of beginning.

III.

Redevelopment Plan Objectives.

The City of Chicago, through this plan, seeks to accomplish the following objectives:

A. Acquire vacant, dilapidated, underutilized and obsolescent property and market it to developers in a way that encourages coordinated development of the area.

B. Provide land for the construction of rental and homeownership housing that would provide housing opportunities to a range of income groups, including low- and moderate-income households.

C. Simulate the rehabilitation of properties within the project area, as well as properties located to the east, consistent with the original character of the neighborhood.

D. Provide land for convenience shopping along West North Avenue to serve the residents of this area, as well as to maintain the corridor of commercial uses located along the south side of North Avenue.

E. Provide any necessary right-of-way improvements or adjustments to facilitate a coordinated development of the area and an improved traffic flow.

F. Utilize the City's established affirmative action policy in carrying out this Redevelopment Plan, including the construction of any new development, the marketing of new residential units and commercial space, and the development of new employment opportunities.

G. Provide land for the expansion of existing manufacturing facilities located adjacent to the project area in order to retain and/or increase employment opportunities.

IV.

Land Use Controls.

A. Land Use Plan. The Land Use Plan Map included in this report as Exhibit No. 3 indicates the types and locations of predominant land uses to be permitted in the project area.

B. Predominant Land Use Provisions. The development and redevelopment of land in this renewal area shall be subject to the regulations and controls set forth as follows:

1. Residential And Related Uses:

The development of residential and related uses shall be controlled by guidelines which provide for a mixture of residential types. These may include, but are not limited to, townhouses, apartments, and the rehabilitation of existing residential buildings.

a. Low-Density Residential and Related Uses:

1. New residential development located in the area south of the C.T.A. right-of-way, identified as Low-Density Residential Use on Exhibit No. 3, shall be limited to a maximum of 48.4 dwelling units per acre.

2. Off-street parking shall be provided at a minimum of one (1) space per dwelling unit.

3. Loading requirements shall be established in accordance with the R4 requirements set forth in the Chicago Zoning Ordinance.

4. The Floor Area Ratio shall be limited to a maximum of 1.7 in the area north of West Blackhawk Street, and 1.2 in the area south of West Randolph Street.

b. Existing Residential and Related Uses:

The following residential buildings shall be excluded from acquisition with the provision that they be rehabilitated and brought into conformance with City codes and ordinances within five (5) years of the date of the approval of the original Redevelopment Plan by the City Council:

1364 North Mohawk Street

1366 -- 1368 North Mohawk Street

1372 North Mohawk Street

1404 North Mohawk Street

1408 North Mohawk Street

1414 North Mohawk Street

1416 North Mohawk Street

1418 -- 1420 North Mohawk Street

1422 -- 1424 North Mohawk Street

1426 North Mohawk Street

1432 North Mohawk Street
(Note: partial taking: rear)

1434 North Mohawk Street

1442 North Mohawk Street

1516 North Mohawk Street

1518 North Mohawk Street

1522 North Mohawk Street

1526 North Mohawk Street

1528 North Mohawk Street

1530 -- 1532 North Mohawk Street

1536 North Mohawk Street

1542 North Mohawk Street

1546 North Mohawk Street

If any of these buildings should be demolished, reuse of the site would be in accordance with the provisions for Low-Density Residential and Related Uses, above.

2. Retail Business And Relates Uses:

a. For the area fronting West North Avenue, identified as Retail Business and Related Uses on Exhibit No. 3, uses shall be limited to those permitted under the B2-3 Restricted Retail District classification as set forth in the Chicago Zoning Ordinance. However, liquor stores, game rooms, fast food restaurants and residential dwelling units are not permitted for this site.

b. Retail business development shall be controlled by the requirements set forth in the Chicago Zoning Ordinance under the B2-3 Restricted Retail District classification.

3. Institutional/Commercial And Related Uses:

The property located at 1543 -- 1547 North Larrabee Street, housing the Safer Foundation and other commercial and residential uses, shall be excluded from acquisition. If this use is terminated before the controls governing this redevelopment project expire, any new use shall be required to conform to the control's governing the B4-3 Restricted Service District classification.

4. Manufacturing And Related Uses:

a. For the area identified as Manufacturing and Related Uses on Exhibit No. 4 (Land Use Plan Map, as revised), uses shall be limited to those permitted under the M1-2 Restricted Manufacturing District classification, as set forth in the Chicago Zoning Ordinance.

b. Manufacturing development, including development of open areas for use as off-street parking or for the storage of maintenance vehicles and equipment, shall in general be controlled by the zoning requirements for the M1-2 Restricted Manufacturing District classification.

c. Within 300 feet of an area designated for Residential use, all storage, except of motor vehicles, shall be within completely enclosed buildings, or may be located out-of-doors if it is effectively screened by a solid wall or fence at least eight feet in height.

d. The Floor Area Ratio (F.A.R.) shall be limited to a maximum of 2.2.

C. Planning And Urban Design Criteria. The following criteria have been created by the Department of Planning and Development to serve as recommendations to guide and enhance development:

1. Residential And Related Uses:

a. Rear access to and from those properties to be excluded from acquisition located north of West Blackhawk Street shall be maintained. The public alley leading to West Blackhawk Street may be altered to intersect with North Mohawk Street or with North Larrabee Street, but this public right-of-way cannot be terminated.

b. Consideration should be given to providing access to and from those properties to be excluded from acquisition which are located south of West Blackhawk Street.

c. Off-street parking shall be provided at a minimum of one space for each new dwelling unit. Off-street loading shall be provided in accordance with the Chicago Zoning Ordinance.

d. Building heights shall not exceed four stories or forty-five feet above grade.

e. Infill lots fronting on North Mohawk Street shall be developed with new housing or as open space. Except as may be necessary for adjustments to the public rights-of-way, no infill lot fronting on North Mohawk Street shall be used solely for parking or for through-access to new development on Larrabee Street.

The infill lots are as follows:

1400 North Mohawk Street

1406 North Mohawk Street

1410 North Mohawk Street

1428 North Mohawk Street

1438 North Mohawk Street

1520 North Mohawk Street

f. New housing constructed on infill lots shall be sensitive to the designs of adjacent structures. Setback requirements for such housing shall be in accordance with those for the R4 General Residence District classification.

g. Developers are required to redevelop available sites with an orientation parallel to or perpendicular to the adjacent streets.

h. Adequate open space shall be provided. Consideration should be given to providing open space which would be available to neighborhood residents.

2. Retail Business And/Or Institutional And Related Uses:

a. Retail business uses shall be oriented away from the Chicago Transit Authority right-of-way.

b. Any off-street parking area should be properly landscaped in order to screen this use from residential areas.

3. Manufacturing And Related Uses:

a. Manufacturing uses, including the development of open area for employee parking and maintenance vehicles, should be appropriately fenced and landscaped in order to effectively screen these uses from surrounding residential and institutional uses.

V.

Land Acquisition.

A. Identification Of Real Property To Be Acquired.

The properties to be acquired are identified on the Land Acquisition Map attached to this report as Exhibit No. 3. In addition to the residential properties listed in Section IV.B.a.b., the property designated for Manufacturing and Related Uses and located at 1435 -- 1437 North Larrabee Street shall also be excluded from acquisition.

B. Clearance And Redevelopment.

The Mohawk-North Redevelopment Project has been designated as a Slum and Blighted Area pursuant to the Illinois Urban Renewal Consolidation Act of 1961. Subject to the provisions of the Act, the basic powers exercised shall be clearance and redevelopment. The conditions under which property will be acquired and cleared are as follows:

1. The removal of buildings and/or improvements due to their blighting influences, incompatible land uses, overcrowding, deleterious use or layout, functional or economic obsolescence, excessive land coverage or any other identifiable hazards to the health, safety and general welfare of the community.

2. The removal of buildings determined to be structurally substandard to the degree requiring clearance.

3. Those buildings necessary for the accomplishment of the overall objectives and purposes of the Redevelopment Plan should be cleared to facilitate the achievement of changes in land use and the removal of impediments to land disposition and development through assembly of land into reasonably sized parcels.

C. Conditions Under Which Exempted Property May Be Acquired.

The properties to be excluded from acquisition are identified on the Land Acquisition Map attached to this report (Exhibit No. 3). If any of the existing structures on these properties are demolished or are

not rehabilitated, or if any vacant property or properties are not developed, in conformance with the City of Chicago's codes and ordinances, within five years after the date on which the original Redevelopment Plan was approved by the City Council of the City of Chicago, such property or properties may be acquired. Any additional acquisitions would need to be approved in accordance with the provisions for amending the Redevelopment Plan, as set forth in Section VII, below.

VI.

Land Disposition.

A. Land Use Designations And Controls.

The specific types of land uses to be permitted are shown on the attached Land Use Plan Map (Exhibit No. 4). The controls or restrictions to be imposed in each of the major land use areas are set forth under Section IV, above.

B. Circulation And Utility Requirements.

Exhibit No. 4 shows all major streets and alleys which are necessary to assure adequate circulation through and on the periphery of the project area. (See also Section II.C.1.a.). The exact placement of utility distribution lines will be determined in accordance with redevelopment proposals. Whenever possible, utility distribution lines will be placed underground.

C. Statement Of Obligations To Be Imposed On Redevelopers.

Redevelopers will be required to submit a redevelopment progress schedule satisfactory to the Department. Prior to the commencement of construction, in accordance with the approved schedule, redevelopers will be required to prepare architectural plans and submit such plans to the Department for the latter's determination as to conformance to the Redevelopment Plan. Redevelopers will also be required to submit an acceptable affirmative action plan, in accordance with established City policies, for the construction of any new development, for the marketing of newly constructed residential units and commercial space, and for the recruitment of applicants to fill any new permanent jobs.

D. Duration Of Controls.

The redevelopers, their successors or their assigns, will be required by contract to observe the provisions of this Redevelopment Plan for a period of forty (40) years from the date of City Council approval of the first land disposition in the project area.

E. Execution Of The Redevelopment Plan.

The following governmental entities will be responsible for carrying out the Redevelopment Plan:

1. Department Of Planning And Development (City Of Chicago).

This is the major department of the City of Chicago responsible for the overall undertaking of the plan for the Community Development Commission, pursuant to the Amendment of the Municipal Code of Chicago to establish the Department of Planning and Development. Included among such responsibilities and functions are:

a. General supervision and responsibility for the execution of the plan;

b. Review of acquisition procedures, approval of acquisition prices, and approval of all aspects of acquisition;

c. Negotiations with other public agencies in connection with acquisition of land by or from these latter agencies;

d. Coordination of property management, maintenance and relocation, in accordance with departmental policy and guidelines and applicable state and federal regulations;

e. Coordination of all site clearance, site preparation and site improvements, including, but not limited to, parkway landscaping and sidewalk repair, as appropriate;

f. The installation of right-of-way improvements for the elderly and persons with disabilities, as well as for the general public;

g. Supervision and approval of disposition activities;

h. Review and approval of site and architectural plans submitted by redevelopers; and

i. Duties in connection with project administration, including prime responsibility for project execution, such as coordination of necessary legal activities, public hearings, amendments to the plan, revisions in the project budget, and other activities normally undertaken in connection with carrying out a redevelopment project.

2. Law Department (City Of Chicago).

The Law Department of the City of Chicago will handle land acquisition for the renewal program, and will assist with land disposition as necessary. In addition, the Law Department will review all contracts entered into by the Department of Planning and Development in accordance with local procedures.

VII.

Provisions For Amending The Redevelopment Plan.

Any changes, revisions or amendments to this Redevelopment Plan must be approved by the Community Development Commission, the Chicago Plan Commission, and the Chicago City Council.

[Exhibits 1 through 4 attached to this Amendment Number Five printed on pages 19910 through 19913 of this Journal.]

EXHIBIT 1

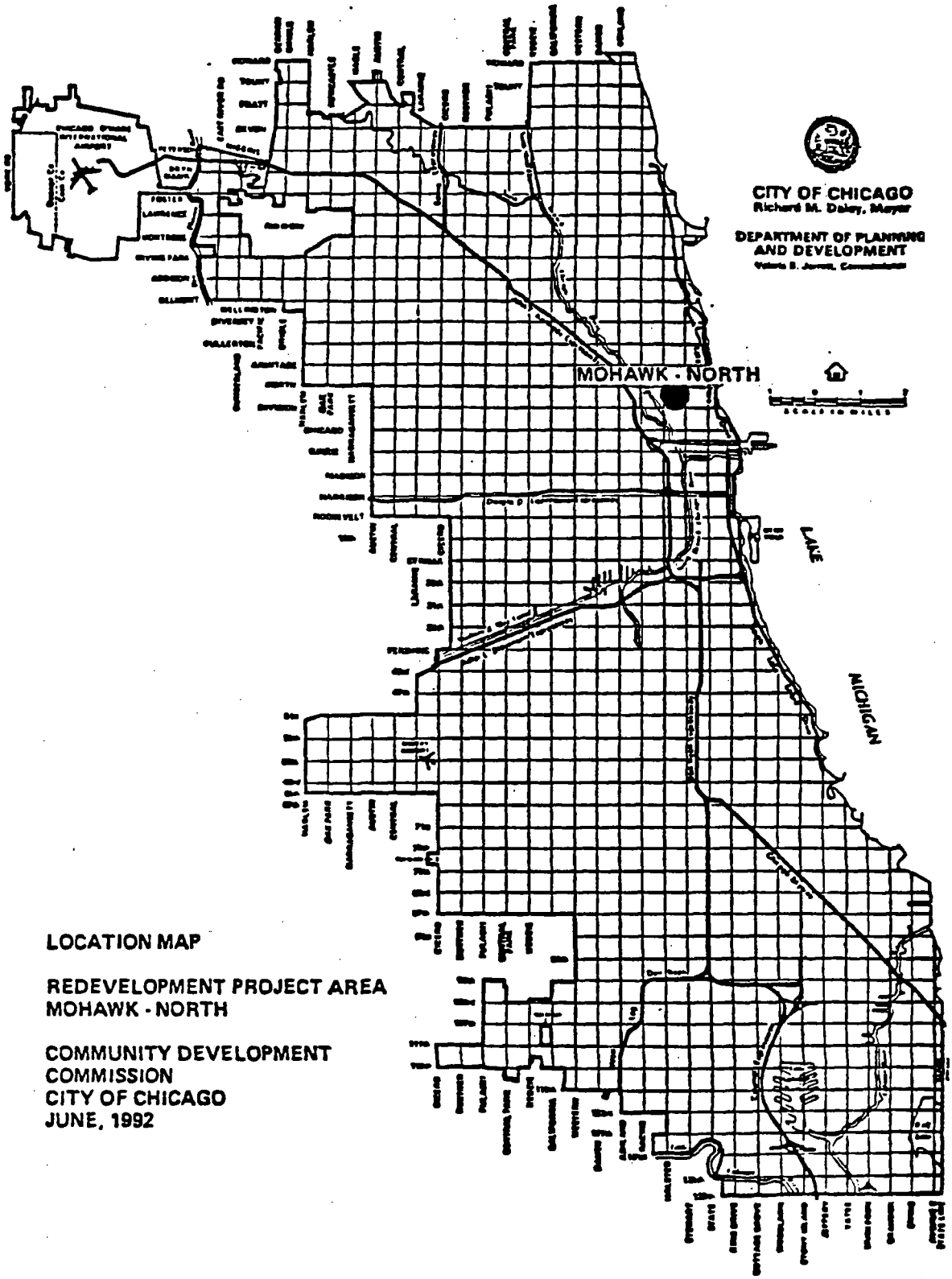
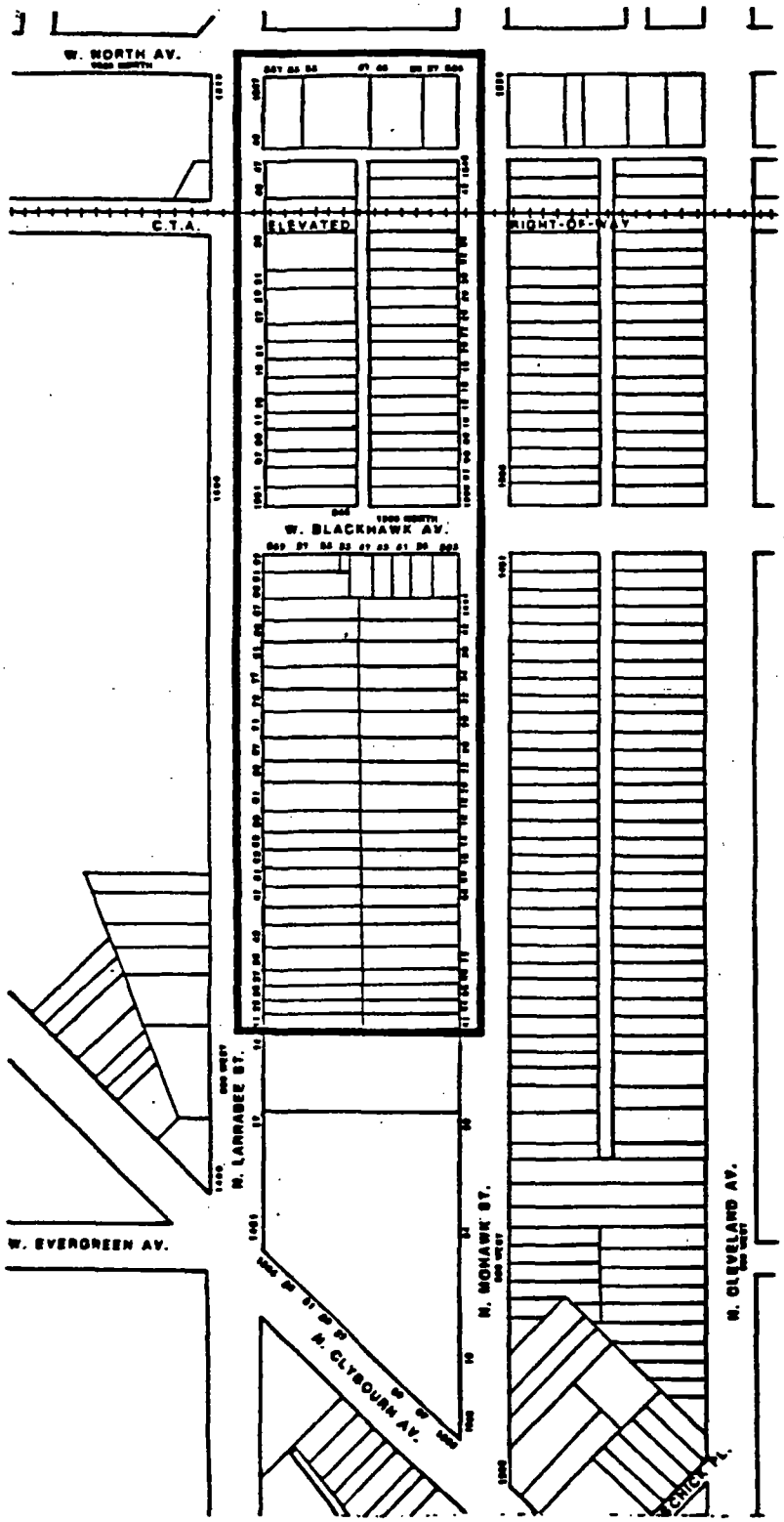

CITY OF CHICAGO
Richard M. Daley, Mayor
DEPARTMENT OF PLANNING AND DEVELOPMENT
MOHAWK - NORTH
LAKE
MICHIGAN
LOCATION MAP
REDEVELOPMENT PROJECT AREA
MOHAWK - NORTH
COMMUNITY DEVELOPMENT COMMISSION
CITY OF CHICAGO
JUNE, 1992

EXHIBIT 2



BOUNDARY MAP

REDEVELOPMENT PROJECT AREA

MOHAWK - NORTH

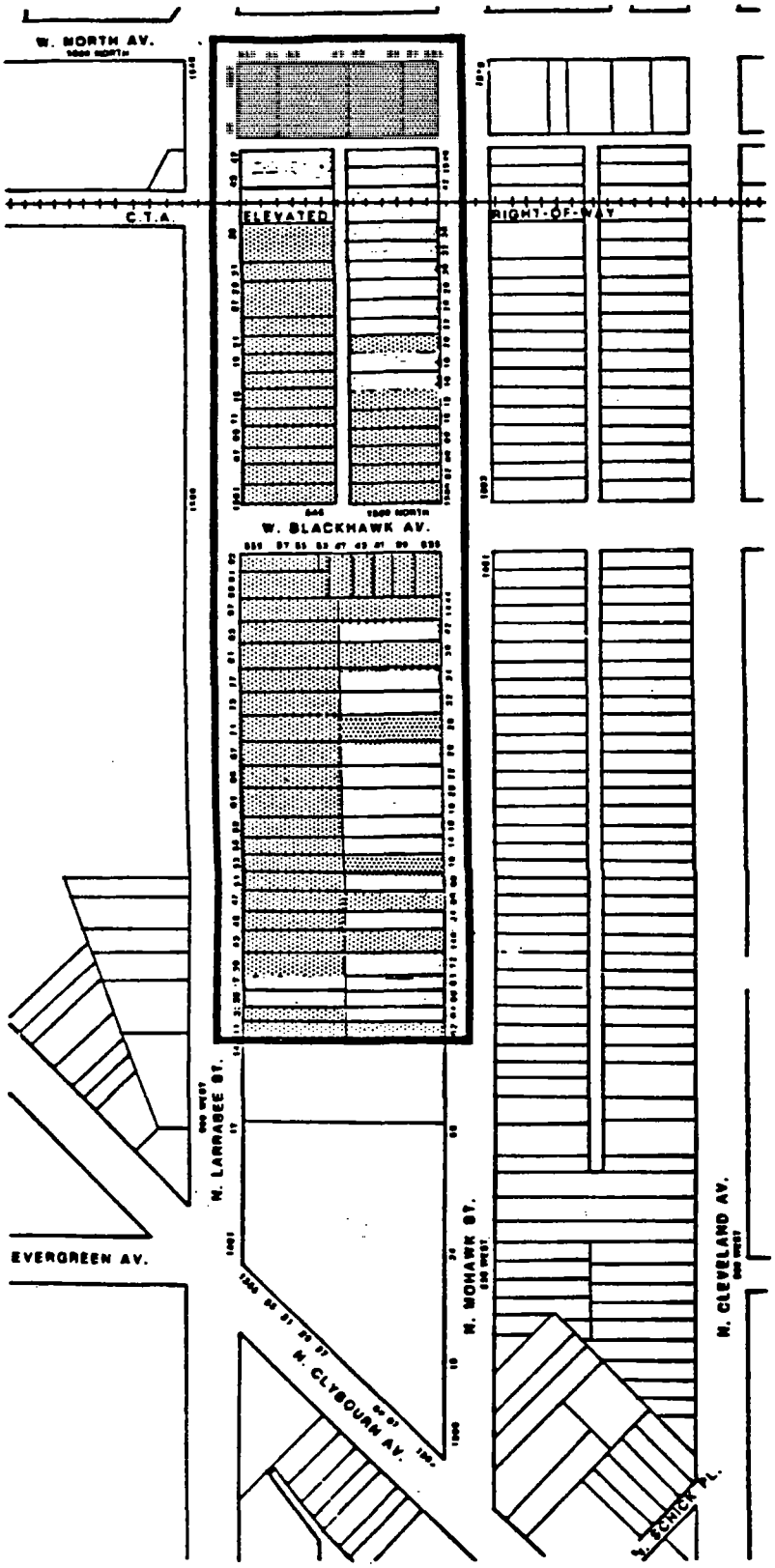
AMENDMENT NO. 5

PROJECT BOUNDARY

COMMUNITY DEVELOPMENT COMMISSION
CITY OF CHICAGO
JUNE, 1992

SCALE IN FEET

EXHIBIT 3



ACQUISITION MAP

REDEVELOPMENT PROJECT AREA

MOHAWK - NORTH

AMENDMENT NO. 5

PROJECT BOUNDARY

PROPERTY TO BE ACQUIRED

PROPERTY NOT TO BE ACQUIRED

COMMUNITY DEVELOPMENT COMMISSION
CITY OF CHICAGO
JUNE, 1992

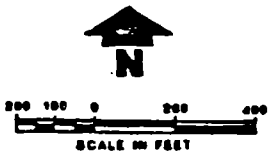
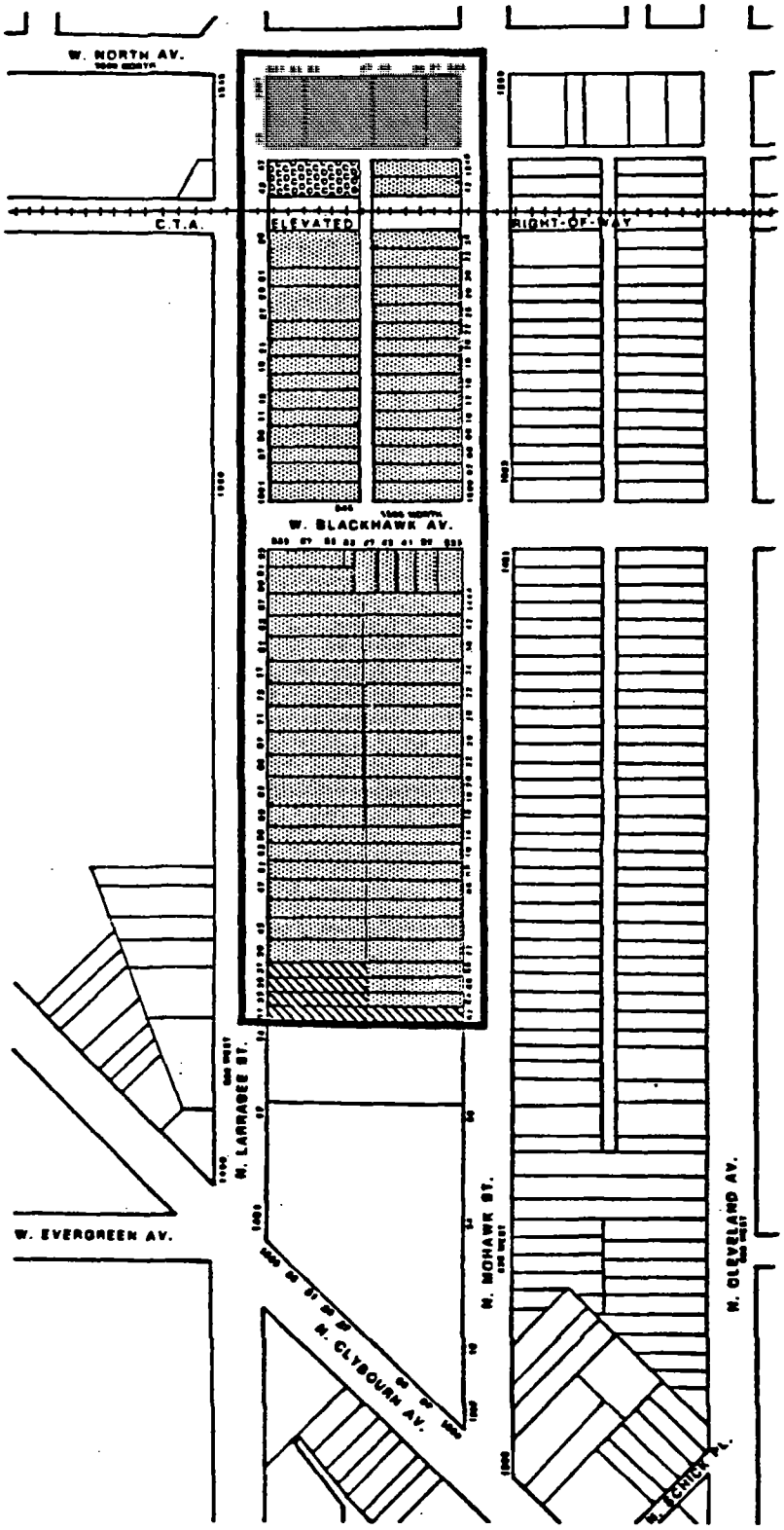


EXHIBIT 4



LAND USE PLAN

REDEVELOPMENT PROJECT AREA

MOHAWK - NORTH

AMENDMENT NO. 5

PROJECT BOUNDARY

RESIDENTIAL: LOW DENSITY

INSTITUTIONAL/ COMMERCIAL

RETAIL/BUSINESS

MANUFACTURING

COMMUNITY DEVELOPMENT COMMISSION
CITY OF CHICAGO
JUNE, 1992

N

200 100 0 200 400

SCALE IN FEET

APPROVAL OF DESIGNATION OF ROOSEVELT-KOSTNER REDEVELOPMENT AREA AND REPEAL OF ORDINANCE WHICH DESIGNATED ROOSEVELT-KOSTNER BLIGHTED COMMERCIAL AREA.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Commissioner of Planning and Development Valerie Jarrett, approving the designation of the Roosevelt-Kostner Redevelopment Area, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Community Development Commission of the City of Chicago, hereinafter referred to as the "Commission", is authorized by Chapter 2-124-010 of the Municipal Code of the City of Chicago to designate redevelopment areas and, pursuant to said Chapter 2-124-010 has approved the designation of the Roosevelt-Kostner Redevelopment Area on June 9, 1992; and

WHEREAS, The Roosevelt-Kostner Redevelopment Area is bounded as follows:

beginning at the point of intersection of the north line of West Fifth Avenue and the center line of South Kildare Avenue; thence southerly along the center line of South Kildare Avenue to the intersection with the center line of West Roosevelt Road; thence westerly along said center line of West Roosevelt Road to the intersection with the center line of South Cicero Avenue; thence northerly along the center line of South Cicero Avenue to the intersection with the north line of West Lexington Avenue; thence easterly along said north line of West Lexington Avenue to the intersection with the center line of the Belt Line Railroad right-of-way; thence southerly along said center line to the intersection with the north line of West Fifth Avenue; thence northeasterly along said north line to the point of beginning; all in the south half of Section 15, Township 39, Range 13 in the City of Chicago, County of Cook and State of Illinois

; and

WHEREAS, The City Council of the City of Chicago has studied the eligibility of the Roosevelt-Kostner Redevelopment Area and desires to evidence its approval of the area as a Redevelopment Area; now, therefore,

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

SECTION 1. The designation of the Roosevelt-Kostner Redevelopment Area is hereby approved. The designation of the Roosevelt-Kostner Blighted Commercial Area, approved by the City Council on March 31, 1981, is hereby repealed.

SECTION 2. This ordinance shall be effective upon its passage.

APPROVAL OF ROOSEVELT-KOSTNER REDEVELOPMENT PROJECT AREA AND REPEAL OF ORDINANCE WHICH APPROVED REDEVELOPMENT PLAN FOR ROOSEVELT-KOSTNER BLIGHTED COMMERCIAL AREA.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed ordinance transmitted with a communication signed by Commissioner of Planning and Development Valerie Jarrett, approving the Redevelopment Plan for the Roosevelt-Kostner Redevelopment Area, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

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

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 2-124-010 of the Municipal Code of Chicago, the Community Development Commission of the City of Chicago, hereinafter referred to as the "Commission", has designated the Roosevelt-Kostner Redevelopment Area, hereinafter referred to as the "Area", on June 9, 1992; and

WHEREAS, Pursuant to Chapter 2-124-010 of the Municipal Code of Chicago, the Commission approved a redevelopment plan for the Area on June 9, 1992, entitled "Roosevelt-Kostner Redevelopment Project Area Redevelopment Plan" which is incorporated herein by this reference; and

WHEREAS, The City Council has received said Roosevelt-Kostner Redevelopment Project Area Redevelopment Plan and has determined that it is in accordance with contemporary planning principles; now, therefore,

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

SECTION 1. The Roosevelt-Kostner Redevelopment Project Area Redevelopment Plan is hereby approved. The redevelopment plan for the Roosevelt-Kostner Blighted Commercial Area, approved by the City Council on December 1, 1982, is hereby repealed.

SECTION 2. This ordinance shall be effective upon its passage.

Roosevelt-Kostner Redevelopment Plan attached to this ordinance reads as follows:

Roosevelt-Kostner Redevelopment Plan.

A. Description Of The Project Area.

The Redevelopment Project Area is located approximately 6 miles southwest of Chicago's Central Business District (see Location Map, Exhibit 1). It is generally bounded on the north by West Lexington Avenue and West Fifth Avenue, on the east by the Belt Line Railroad and South Kildare Avenue, on the south by West Roosevelt Road and on the west by South Cicero Avenue.

1. Boundary Map.

The precise boundaries of the Area are shown on the Boundary Map, which is attached as Exhibit 2.

2. Legal Description.

The Roosevelt-Kostner Redevelopment Project Area is bounded by a line as follows:

beginning at the point of intersection of the north line of West Fifth Avenue and South Kildare Avenue; thence southerly along the center line of South Kildare Avenue to the intersection with the center line of West Roosevelt Road; thence westerly along said center line of West Roosevelt Road to the intersection with the center line of South Cicero Avenue; thence northerly along the center line of South Cicero Avenue to the intersection with the north line of West Lexington Avenue; thence easterly along said north line of West Lexington Avenue to the intersection with the center line of the Belt Line Railroad right-of-way; thence southerly along said center line to the intersection with the north line of West Fifth Avenue; thence northeasterly along said north line of West Fifth Avenue to the point of beginning; all in the south half of Section 15, Township 39, Range 13 in the City of Chicago, County of Cook and State of Illinois.

3. Eligibility Of The Redevelopment Project Area.

The eligibility of the Roosevelt-Kostner Redevelopment Project Area as defined in Chapter 2-124-010(d) of Municipal Code is shown in the Designation Report dated June, 1992.

B. Objectives And Proposed Actions.

1. City Objectives.

a. Strengthen the economy of the City of Chicago.

b. Establish an industrial area which has the capacity to retain and attract viable industries.

c. Provide sound economic development in the area thereby creating new sources of employment and public revenues commensurate with the capacity of the area.

2. Redevelopment Plan Objectives.

The City of Chicago through this Redevelopment Plan seeks to implement the recommendations of the Plan for Industry for the West Side of Chicago, which was approved by the Chicago Plan Commission on February 13, 1992.

a. General Objectives.

1) Establish the Roosevelt-Kostner Area, which is surrounded and served by excellent transportation amenities as a vital industrial area.

2) Provide adequate circulation within and through the area for pedestrians, public and private vehicles.

3) Promote development which employs the most efficient use of energy resources.

4) Encourage participation of minorities and women in professional and investment opportunities involved in the development of the project area.

b. Redevelopment Plan Objectives.

1) Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing industrial activity, employment opportunities and taxable values.

2) Create an environment which stimulates private investment in new construction, expansion and rehabilitation.

3) Consolidate industrial land and provide new land to promote the industrial growth of the area.

4) Assist existing companies with on-site expansion.

5) Remove obsolete and substandard structures and deleterious land uses which have a blighting influence on the area.

6) Provide land for adequate off-street parking and loading facilities and for open spaces.

7) Provide project improvements which will include upgraded public utilities, street improvements, adequate right-of-way and traffic channelization, appropriately aligned streets and street lighting.

3. Types Of Proposed Renewal Actions.

Actions of the Community Development Commission will consist of all or portions of a comprehensive program of clearance or rehabilitation and physical development described under "Redevelopment Plan" in Chapter 2-124-010(f) of the Municipal Code. Such actions may include but will not be limited to acquisition of properties, relocation of site occupants, demolition of structures, site improvements, site preparation, vacation and/or dedication of streets and alleys, assemblage of land into marketable disposition parcels, disposition of land for private and public development, rehabilitation of structures to meet City Codes and Ordinances and other related development activities.

C. Land Use Plan.

1. Land Use Map.

The attached Land Use Plan Map (Exhibit 3) shows the types of land use and the location of predominant uses to be permitted.

2. Permitted Land Uses.

Permitted Land uses shall be light industrial and related uses.

3. Circulation.

Peripheral streets, such as Kostner and Cicero Avenues will be repaved and improved. To provide efficient traffic circulation within the project area street improvements will include the following:

a. Vacation of dedication of streets and alleys.

b. Resurfacing of interior streets.

D. Land Use Controls And Building Requirements.

1. Specific Land Use Designation, Standards Or Controls And Restrictions To Be Imposed On Land To Be Offered For Sale Or Lease:

The specific types of land uses to be permitted and controls or restrictions to be imposed on the major land use areas are shown on the attached map entitled "Land Use Plan", dated May, 1992 and are set forth under C-2 above. Development of the area will also be subject to the Redevelopment Plan objectives set forth in Section B above and to the Chicago Zoning Ordinance and other relevant City ordinances.

2. Statement Of Obligation To Be Imposed On Redevelopers.

The redevelopers will be required to execute a contract for the purchase of land which will contain among other things a progress schedule satisfactory to the Community Development Commission. Prior to the commencement of construction and in accordance with the approved schedule, developers will be required to prepare architectural plans and submit such plans to the Community Development Commission for the latter's determination as to conformance to the Redevelopment Plan and the City of Chicago Codes and Ordinances.

E. Implementing The Plan.

1. Acquisition.

a. Acquisition Map:

The Acquisition Map (Exhibit 4) indicates the parcels which the Community Development Commission is authorized to acquire for clearance and redevelopment. Acquisition will be phased and wherever possible closely coordinated with development demands.

Properties identified for acquisition may be exempted from acquisition if the properties are brought into conformance with the Redevelopment Plan and the requirements of all relevant City of Chicago Codes and Ordinances.

b. Properties Not Identified for Acquisition:

Properties not identified for acquisition may be acquired if an owner is unwilling or unable to bring his/her properties into conformance with the Redevelopment Plan and applicable Codes and Ordinances of the City of Chicago.

c. Private Acquisition.

Wherever possible private acquisition by developers will be encouraged.

2. Other Activities.

Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized. Clearance and demolition activities will include demolition of buildings, breaking up and removal of old foundations, excavation and removal of soil and other materials to create suitable sites for new development and to provide storm drainage.

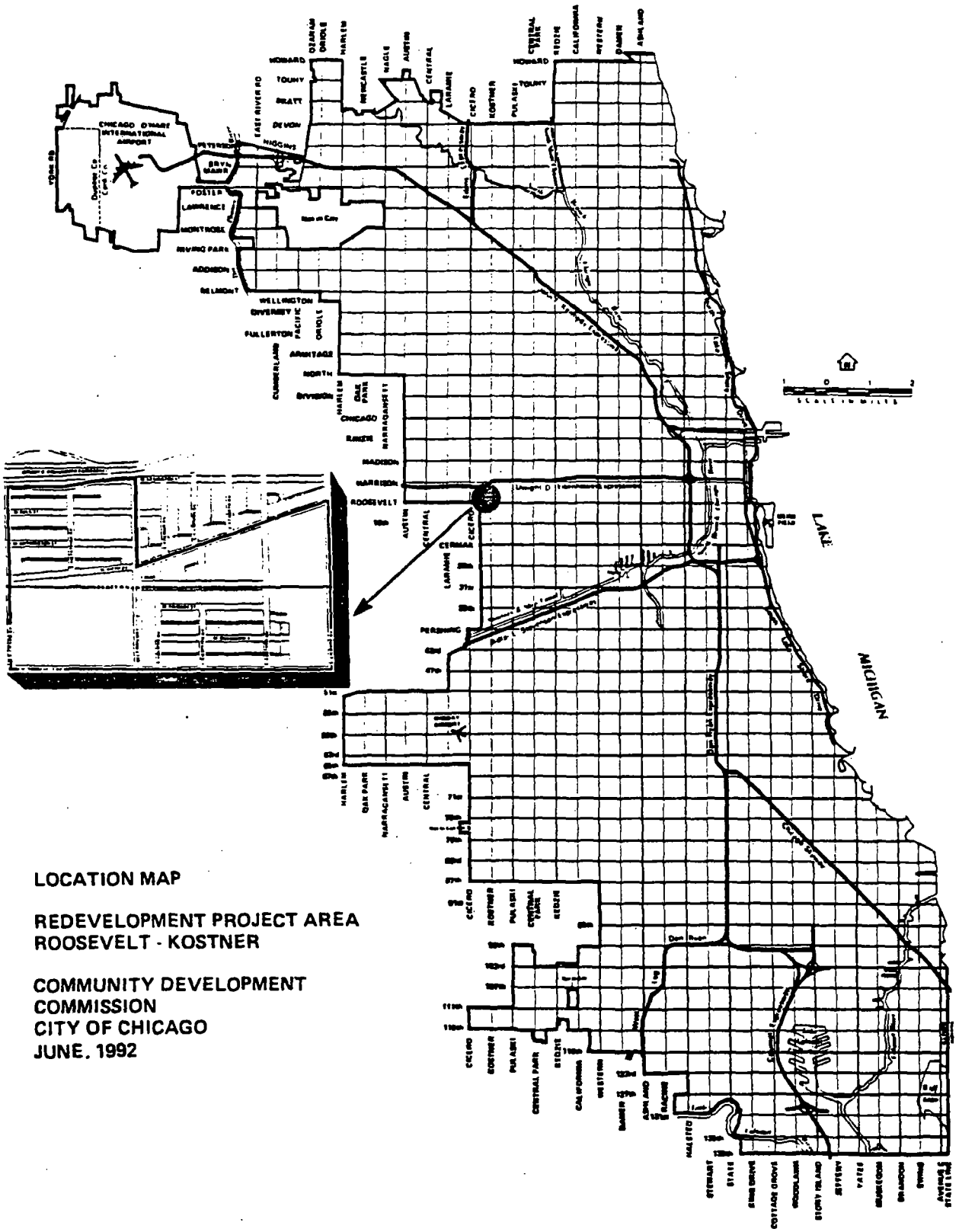
Site residents and active businesses who are displaced by public acquisition of property will be relocated and may be provided with assistance in advisory service and payment.

F. Provisions For Amending The Plan.

Any changes, revisions or amendments to this plan must be approved by the Community Development Commission, the Chicago Plan Commission and by the City Council.

[Exhibits 1 through 4 attached to this Redevelopment Plan printed on pages 19923 through 19926 of this Journal.]

Exhibit 1.



LOCATION MAP

REDEVELOPMENT PROJECT AREA
ROOSEVELT - KOSTNER

COMMUNITY DEVELOPMENT
COMMISSION
CITY OF CHICAGO
JUNE, 1992

Exhibit 2.

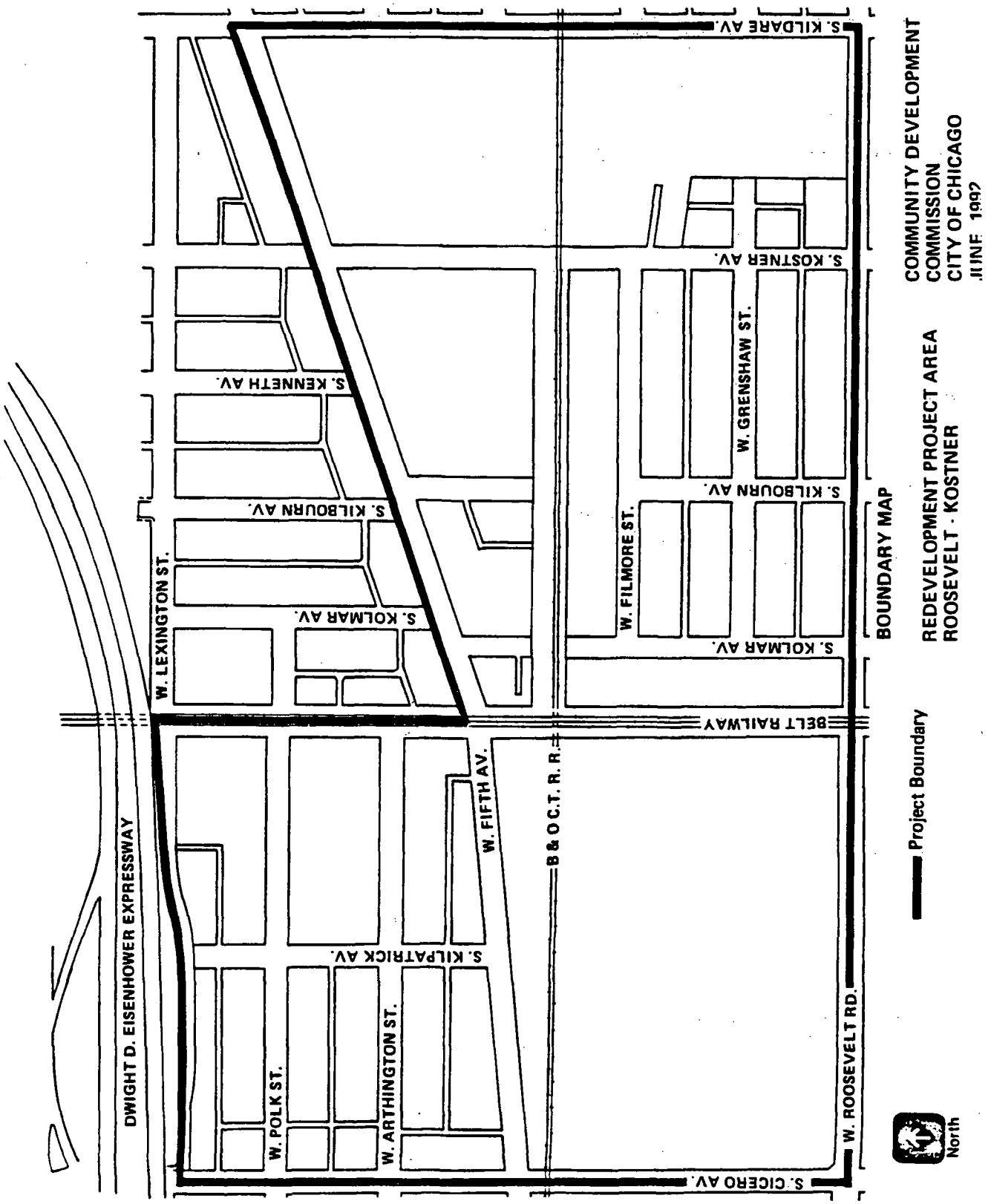

S. KILDARE AV.
S. KOSTNER AV.
S. KENNETH AV.
S. KILBOURN AV.
S. KOLMAR AV.
W. LEXINGTON ST.
W. GRENSHAW ST.
W. FILMORE ST.
BELT RAILWAY
B & O C.T. R. R.
W. FIFTH AV.
S. KILPATRICK AV.
W. POLK ST.
W. ARTHINGTON ST.
W. ROOSEVELT RD.
S. CICERO AV.
DWIGHT D. EISENHOWER EXPRESSWAY
COMMUNITY DEVELOPMENT COMMISSION CITY OF CHICAGO JUNE 1992
REDEVELOPMENT PROJECT AREA ROOSEVELT · KOSTNER
BOUNDARY MAP
Project Boundary
North

Exhibit 3.

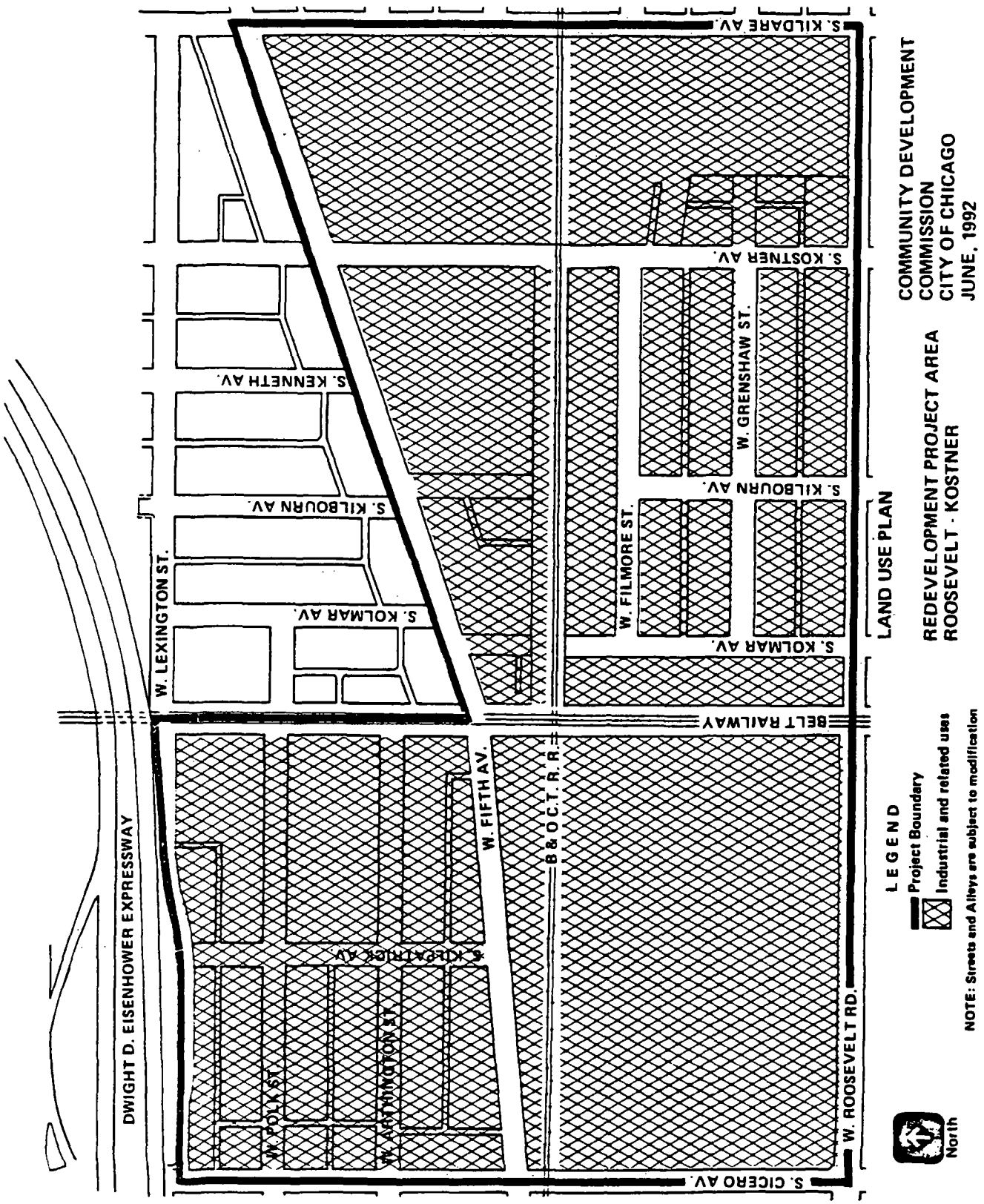
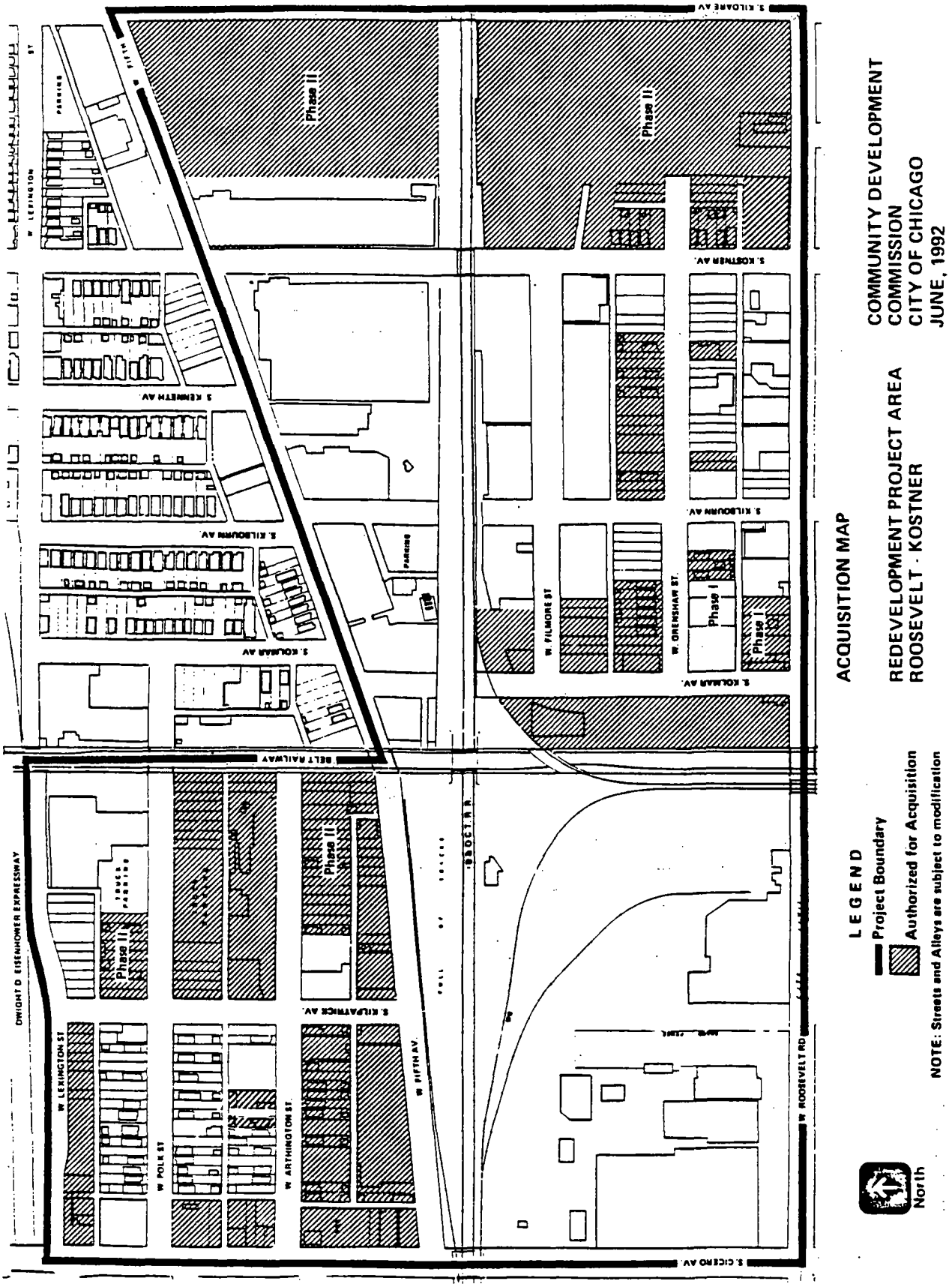

S. KILDARE AV.
S. KOSTNER AV.
W. GRENSHAW ST.
S. KILBOURN AV.
W. FILMORE ST.
S. KOLMAR AV.
S. KENNETH AV.
S. KILBOURN AV.
W. LEXINGTON ST.
S. KOLMAR AV.
BELT RAILWAY
DWIGHT D. EISENHOWER EXPRESSWAY
W. FIFTH AV.
B & O C.T.R.R.
S. KILPATRICK AV.
W. POLK ST.
W. HARRISON ST.
W. ROOSEVELT RD.
S. CICERO AV.
LAND USE PLAN
REDEVELOPMENT PROJECT AREA
ROOSEVELT - KOSTNER
COMMUNITY DEVELOPMENT
COMMISSION
CITY OF CHICAGO
JUNE, 1992
LEGEND
Project Boundary
Industrial and related uses
NOTE: Streets and Alleys are subject to modification
North

Exhibit 4.


ACQUISITION MAP
REDEVELOPMENT PROJECT AREA
ROOSEVELT - KOSTNER
COMMUNITY DEVELOPMENT
COMMISSION
CITY OF CHICAGO
JUNE, 1992
LEGEND
Project Boundary
Authorized for Acquisition
NOTE: Streets and Alleys are subject to modification
North
Phase II
Phase I
W. LEXINGTON ST.
W. POLK ST.
W. ARTHINGTON ST.
W. FILMORE ST.
W. ORENSHAW ST.
W. ROOSEVELT RD.
S. KOSTNER AV.
S. KILBOURN AV.
S. KOLMAR AV.
S. KENNETH AV.
S. KILPATRICK AV.
S. CICERO AV.
S. KILDARE AV.
W. FIFTH AV.
DWIGHT D. EISENHOWER EXPRESSWAY
BELT RAILWAY
PARKING

COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES.

Action Deferred -- AMENDMENT OF TITLE 11, CHAPTER 4 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW ARTICLE XIV REGULATING OPERATION OF CONSTRUCTION MATERIAL REPROCESSING FACILITIES.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report which was, on motion of Alderman Eisendrath and Alderman Murphy, *Deferred* and ordered published:

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having had under consideration a substitute ordinance regulating construction and demolition debris, having had the same under advisement on June 28, 1992, 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) EDWIN W. EISENDRATH,
Chairman.

The following is said proposed substitute ordinance transmitted with foregoing committee report:

WHEREAS, The City Council of the City of Chicago hereby finds that a significant amount of reprocessable construction material is generated within the City limits annually; and

WHEREAS, The City Council of the City of Chicago hereby finds that businesses which handle, store, transport and reuse this construction material are at present inadequately regulated by the City; and

WHEREAS, The City Council of the City of Chicago hereby finds that the inadequate regulation of these businesses has caused significant amounts of construction material to accumulate in and about the City; and

WHEREAS, The City Council of the City of Chicago hereby finds that the inadequate regulation of these businesses significantly contributes to an increase in the number of incidents of open dumping and fly dumping within the City; and

WHEREAS, The City Council of the City of Chicago hereby finds that increased and improved regulation of such businesses is necessary for the protection of the environment and the health, welfare and safety of the citizens of Chicago; and

WHEREAS, The City Council of the City of Chicago hereby finds that Chapter 2, Section 2-30-030(17) of the Municipal Code of Chicago authorizes the Commissioner of the Department of the Environment to recommend revisions or amendments pertaining to environmental control; now, therefore,

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

SECTION 1. Chapter 11-4 of the Municipal Code of Chicago is hereby amended by adding a new Article XIV as follows:

11-4-1910 Definitions.

"Reprocessable construction material or reprocessable demolition material" shall mean broken concrete without protruding metal bars, bricks, rock, stone, or uncontaminated dirt, earth, asphalt or sand generated from construction or demolition activities.

"Closure" shall mean, for purpose of this article, those actions taken by the owner and/or operator to cease operations and to ensure that such facility is closed in conformance with this chapter and all applicable federal, state and local laws in effect at the time of such closure.

"Reprocessable construction material facility" shall mean a site used for purposes of receiving, storing, reprocessing and transport of reprocessable demolition or construction material, and which has been granted a Reprocessable Construction Material Facility permit by the Commissioner of the Department of the Environment as set forth herein.

"Open dumping or fly dumping" shall mean the consolidation of garbage, material, refuse and other waste from one or more sources at a disposal site that is not permitted to receive such waste.

Other Definitions relating to this Article will be found in Article I of Chapter 11-4.

11-4-1920 Purpose And Title.

The purpose of this article is to regulate the receipt, storage, reprocessing and transport of reprocessable construction and demolition material and to prevent the improper disposal of construction and demolition debris within the City of Chicago. This article shall be entitled the "Reprocessable Construction Material Ordinance".

11-4-1930 Transfer And Disposal Of Construction Material Removed From The Site Of Origin.

Reprocessable construction material shall be received, stored and reprocessed at Facilities properly zoned and for which a permit for a Reprocessable Construction Material Facility has been issued pursuant to this chapter. All other construction debris received at such a Facility shall be separated and disposed of only at Facilities properly zoned and permitted for the receipt and disposal of sanitary waste. The Commissioner may revoke the permit of the owner and/or operator of a Reprocessable Construction Material Facility found to be engaging in open dumping or fly dumping or otherwise disposing of construction material or debris in violation of this chapter or any other provision of the Municipal Code of Chicago.

11-4-1940 Commissioner's Duty To Promulgate Rules And Regulations.

The Commissioner is hereby authorized and directed to promulgate such rules and regulations as are necessary to effectuate the purpose of this chapter. The Commissioner shall seek public comment on all such rules and regulations using the procedures set out in Chapter 2, Section 2-30-030(12) of the Municipal Code of Chicago.

11-4-1950 Siting Requirements.

No Reprocessable Construction Material Facility shall be located within three hundred (300) feet of the boundary of a Residential Zoning District. Reprocessable Construction Material Facilities shall be permitted only in the M1-1 to M3-5 Zoning Districts -- Manufacturing District.

11-4-1960 Annual Permit Filing Fee.

The annual fee for filing a permit application shall be as follows:

For Facilities on lots covering not more than twenty-five (25) acres	*$1,000.00.*
For Facilities on lots covering more than twenty-five (25) and up to fifty (50) acres	*$2,500.00.*
For Facilities on lots covering more than fifty (50) acres	*$6,000.00.*

Each noncontiguous lot shall be considered a separate facility.

11-4-1970 Testing Of Material.

The owner and/or operator of a Reprocessable Construction Material Facility shall perform, at its own expense, testing deemed necessary by the Commissioner of material delivered to the Facility for constituents and characteristics by using procedures prescribed in the rules and regulations. Such tests shall be performed on a schedule contained in such regulations or upon the request of the Department of the Environment.

11-4-1980 Reports And Record-Keeping.

(A) Load Tickets. The owner and/or operator shall maintain Load Tickets for each truckload of material delivered to and removed from a Reprocessable Construction Material Facility. Load Tickets shall contain the following information:

(1) the date the material was delivered to and removed from the Facility;

(2) the source of all loads delivered to the Facility;

(3) a description of the type of material delivered to or removed from the Facility;

(4) the volume of each load delivered to or removed from the Facility expressed in cubic tons; and

(5) the name and address of the Facility or site to which all construction material removed from the site is to be delivered.

Load Tickets shall be preserved for a period of one year following the end of the construction season during which the Load Tickets were prepared. Load Tickets shall be made available upon written or oral request during normal business hours to an employee or agent of the Department of the Environment.

(B) Reports. The owner and/or operator shall prepare, upon the request of the Department of the Environment or on a schedule prescribed by regulation, reports on materials delivered to and removed from a Reprocessable Construction Material Facility and/or on the operations of the Facility.

(C) Manifests. The owner and/or operator shall maintain a copy of all waste manifests for the disposal of waste generated or separated as part of the reprocessing operation. Manifests shall be made available upon written or oral request during normal business hours to an employee or agent of the Department of the Environment.

11-4-1990 Operating Requirements.

The owner and/or operator of a Reprocessable Construction Material Facility shall comply with the following requirements:

(A) All Reprocessable Construction Material Facilities shall keep permits on the premises at all times. Permits should be posted in a prominent location and available at all times for review by employees or agents of the Department of the Environment.

(B) No owner and/or operator of a Reprocessable Construction Material Facility shall receive, store, reprocess, remove or transport any construction material or debris between the hours of 7:00 P.M. and 6:00 A.M..

(C) The owner and/or operator shall undertake all necessary steps to ensure that a Reprocessable Construction Material Facility is secure from unauthorized entry, sufficiently screened from the surrounding area and adequately lighted after dark. If the Commissioner deems the measures undertaken by an owner and/or operator pursuant to this subparagraph (C) to be inadequate, the Commissioner may require that additional steps be taken to bring the Facility into compliance.

(D) At no point within the Reprocessable Construction Material Facility shall the height of construction material and other materials brought on the site exceed thirty (30) feet. The Commissioner may, upon written application by an owner and/or operator, grant variances to this requirement.

(E) Each Reprocessable Construction Material Facility shall employ measures and/or devices approved by the Department of the Environment to prevent the emission of dust and to keep the streets, sidewalks and sewers adjacent to the Reprocessable Construction Material Facility free and clear at all times of all materials, debris or waste transported to or from, or maintained or stored within, the Facility.

(F) Each Reprocessable Construction Material Facility shall conform to the noise standards established by Article VII of Chapter 11-4 of the Municipal Code of Chicago.

(G) Construction material received at the Reprocessable Construction Material Facility shall be handled as follows:

(1) Reprocessable construction material shall be separated from and kept separate from any other waste as defined in Chapter 11-4 of the Municipal Code of Chicago.

(2) Reprocessable construction material shall be handled, stored, transported and reused in accordance with applicable federal, state, and local laws and regulations.

(3) Non-reprocessable construction debris and other wastes received at the Facility shall be separated from reprocessable construction material and shall be removed from the Facility as soon as possible, but not later than seven (7) after such debris or other wastes were delivered to the facility, and shall be disposed of in accordance with the applicable federal, state, and local laws and regulations.

(4) The maximum amounts of reprocessable construction material, non-reprocessable debris and of other wastes an owner and/or operator may maintain or store at a Facility shall be prescribed by the Commissioner in rules and regulations.

(5) The owner and/or operator shall be responsible for the proper transport and disposal of all waste stored, dumped or abandoned at the site.

(H) The owner and/or operator of a Reprocessable Construction Material Facility shall ensure that all construction material and other wastes transported to or removed from the site shall be managed in a way to prevent release of materials into the environment.

(I) The trucks and other vehicles used in the operation at the Reprocessable Construction Material Facility shall comply with the City of Chicago's weight limitations and other road requirements.

11-4-2000 Closure.

The owner and/or operator of a Reprocessable Construction Material Facility shall notify the Commissioner in writing of an intention to terminate operations of the Facility at least fourteen (14) days prior to termination. Upon termination of operations on the Facility site, the owner and/or operator shall leave the site in a clean condition that is to be approved by the Department of the Environment, removing all waste and other materials and equipment from the site. The site shall be restored to a level grade for future development consistent with local zoning ordinances. Only City-approved fill material shall be used to regrade the site.

11-4-2010 Performance Bond.

No person shall operate a Reprocessable Construction Material Facility which requires a permit under Section 11-4-300 of this article, unless such person has posted with the Department of the Environment a performance bond or other security in the amount of One Hundred Thousand Dollars ($100,000.00) for the purpose of insuring closure of the site and post-closure care in accordance with Section 11-4-2000. Such performance bond or other security shall be maintained in effect for sixty (60) days after the notice of the official closure of the Facility has been given in writing to the Commissioner. If closure is not properly achieved, the Commissioner may assess the bond or other security to pay for actions appropriate to protect the public health and safety. In no event shall the bond or other security be deemed to be the limit of the permittee's liability for its activities at the Facility.

11-4-2020 Compliance With Other Code Provisions.

Nothing in this chapter shall be construed to relieve any person receiving a permit from compliance with any other provisions of the Municipal Code of Chicago.

11-4-2030 Inspection -- Jurisdiction.

Inspections of Reprocessable Construction Material Facilities shall be under the jurisdiction of the Commissioner.

11-4-2040 Enforcement.

A. Public Nuisance Abatement.

Any unpermitted Reprocessable Construction Material Facility shall be deemed and is hereby declared to be a public nuisance and an ordinance violation and shall be subject to summary abatement procedures. Such abatement shall be in addition to the fines and penalties herein provided. The Commissioner is empowered to institute appropriate legal proceedings through the Corporation Counsel for an order directing the owner and/or operator to remove all material and other unpermitted materials from the site at their own expense, and to otherwise clean and remediate the site, and for the abatement of Reprocessable Construction Material Facilities operating without a permit.

B. Fines.

Any person owning and/or operating a Reprocessable Construction Material Facility in violation of Sections 11-4-1930, 11-4-1950, 11-4-1960 and 11-4-1980 through 11-4-2010 shall be personally subject to a fine of $500.00 for each ordinance violation. Each day that a violation continues shall constitute a separate and distinct offense.

11-4-2050 Prospective Effect.

This ordinance shall only apply prospectively and shall not be deemed to have any legal effect on litigation pending at the time this ordinance shall become effective.

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

COMMITTEE ON HOUSING AND REAL ESTATE.

REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF BOARD OF SOUTHWEST HOME EQUITY DISTRICT NUMBER ONE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication signed by The Honorable Richard M. Daley, Mayor, reappointing the following persons as members of the board of Southwest Home Equity District Number 1, for terms expiring June 28, 1995:

Mr. John P. McGury;

Mr. Daniel B. Maline; and

Mr. Matthew T. Rooney,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointments transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed reappointments of Mr. John P. McGury, Mr. Daniel B. Maline and Mr. Matthew T. Rooney as members of the board of Southwest Home Equity District Number 1 were *Approved* by yeas and nays as follows:

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

Nays -- None.

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

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 27, 1992.

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:

5741 -- 5759 West Belmont Avenue/Parking Site Number 75;

401 -- 411 West Chicago Avenue;

2617 -- 2621 South Christiana Avenue and 2618 -- 2620 South Spaulding Avenue;

158 West Erie Street;

3542 West Fullerton Avenue;

1219 North Monticello Avenue; and

29 East 112th Street/Parking Site Number 35,

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 a 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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):

5741 -- 5759 West Belmont Avenue/Parking Site Number 75.

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

SECTION 1. The City of Chicago hereby accepts the bid of Cragin Federal Bank for Savings, 5200 West Fullerton Avenue, Chicago, Illinois 60639, to purchase for the sum of $401,000.00, the city-owned vacant property, as advertised, described as follows:

Lots 1 through 7 in Chas. E. Olson's Subdivision in the west one-third of Lot 2 in King & Patterson's Subdivision of the northeast quarter of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5741 -- 5759 West Belmont Avenue, Parking Site Number 75, Permanent Tax Nos. 13-29-204-039 through 045)

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 $40,100.00 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.

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401 -- 411 West Chicago Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of The Pepper Companies, Inc., 643 North Orleans Street, Chicago, Illinois 60610, to purchase for the sum of $450,000.00, the city-owned vacant property, as advertised, described as follows:

> Lot 1 in Block 2 in Higgens, Law & Company Addition to Chicago, in the east half of the northwest quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 401 -- 411 West Chicago Avenue, Permanent Tax No. 17-09-116-004)

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 $45,000.00 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.

2617 -- 2621 South Christiana Avenue And
2618 -- 2620 South Spaulding Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of The Salvation Army, an Illinois Corporation, 10 West Algonquin, Des Plaines, Illinois 60016, to purchase for the sum of $160,000.00, the city-owned vacant property as advertised, described as follows:

Lots 12 to 16, both inclusive (except the south 16 feet of Lot 16 and Lots 43 to 47, both inclusive, together with all that part of the vacated 16 foot public alley, vacated by an ordinance passed by the City Council of the City of Chicago on September 10, 1958 and recorded in the Cook County Recorder's Office on October 1, 1958 as Document No. 17,334,125, said vacated alley lying east of and adjoining Lots 12 to 16, both inclusive, lying west of and adjoining Lots 43 to 47, both inclusive, lying south of and adjoining the north line of Lot 12 produced east 16 feet, and lying north of the north line of the south 16 feet of Lot 16 produced east 16 feet, in Block 1 of Feinberg's 26th Street Subdivision in the southeast quarter of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2617 -- 2621 South Christiana Avenue and 2618 -- 2620 South Spaulding Avenue, Permanent Tax Nos. 16-26-405-045 through 054, inclusive)

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 $16,000.00 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.

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158 West Erie Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of James L. Kaplan and Sheldon Sorosky, as tenants in common and not joint tenants, 415 North LaSalle Street, Suite 300, Chicago, Illinois 60610, to purchase for the sum of $423,000.00, the city-owned vacant property as advertised, described as follows:

> Lot 14 in Block 3 in Newberrys Addition to Chicago in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 158 West Erie Street, Permanent Tax No. 17-09-217-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $42,300.00 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.

3542 West Fullerton Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ana L. DeLuna, 2629 North Albany Avenue, Chicago, Illinois 60647 to purchase for the sum of $116,100.00, the city-owned vacant property, as advertised, described as follows:

> Lot 22 and the west 18 feet of Lot 21 in S.A. Smalley's Subdivision of the west half of Lot 16 in Kimbell's Subdivision of the east half of the southwest quarter and the west half of the southeast quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3542 West Fullerton Avenue, Permanent Tax No. 13-26- 423-037)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $11,610.00 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.

1219 North Monticello Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Emiliana E. Pernell, 1215 North Monticello Avenue, Chicago, Illinois 60651, to purchase for the sum of $4,000.00, the city-owned vacant property, as advertised, described as follows:

> Lot 33 in Block 77 in Beebe's Subdivision in the east half of the northwest quarter of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1219 North Monticello Avenue, Permanent Tax No. 16-02-132-015)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $400.00 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.

29 East 112th Street/Parking Site Number 35.

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

SECTION 1. The City of Chicago hereby accepts the bid of Kyun Hee Park, 811 Heritage Drive, Mt. Prospect, Illinois 60056, to purchase for the sum of $33,000.00, the city-owned vacant property, as advertised, described as follows:

Lots 11, 12, 13, 14, 15 and 16 in Block 3 of subdivision of that part of Lot 1 of Assessor's Division of the west half of the northwest quarter of Section 22, Township 37 North, Range 14, East of the Third Principal Meridian, lying west of Thornton Road, in Cook County, Illinois (commonly known as 29 East 112th Street, Parking Number Site 35, Permanent Tax Nos. 25-22- 105-040 through 044))

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 $3,300.00 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.

SALE OF CITY-OWNED VACANT PROPERTIES TO VARIOUS APPLICANTS UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances submitted by the Department of General Services accepting bids under the Special Sales Program at the following locations:

7158 South Greenwood Avenue;

2907 West Jackson Boulevard;

445 North Laramie Avenue and 447 North Laramie Avenue;

1540 South Pulaski Road;

3710 West Roosevelt Road;

4029 South State Street and 4027 South State Street;

833 -- 839 East 65th Street; and

338 West 111th Street,

having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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):

7158 South Greenwood Avenue.

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Carey Temple African Methodist Episcopal Church, an Illinois not-for-profit corporation, 7157 South Greenwood Avenue, Chicago Illinois 60626, ("Grantee") has offered to purchase the Property from the City of Chicago for the purposes of providing accessory parking for the church; 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 Carey Temple African Methodist Episcopal 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 Carey Temple African Methodist Episcopal Church, an Illinois not-for-profit corporation, 7157 South Greenwood Avenue, Chicago, Illinois 60626.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six months of the date of this deed; and

2) the Property is used as a parking lot in conjunction with Grantee's church for a period of not less than five years.

In the event that the above 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 after five 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 assessments.

SECTION 4. This ordinance shall take effect upon its passage.

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

Exhibit "A".

Legal Description.

The east 62½ feet of Lot 23 (except the north 10½ feet) in Block 3 of Cornell Subdivision of the east half of the northwest quarter of Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7158 South Greenwood Avenue, Chicago, Illinois, Permanent Index No. 20-26-104-043).

2907 West Jackson Boulevard.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Marillac Social Center, an Illinois not-for-profit corporation, 2822 West Jackson Boulevard, Chicago, Illinois ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of providing accessory parking for its social center; 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 Marillac Social Center, an Illinois not-for-profit corporation, 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 Marillac Social Center, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six months of the date of this deed; and

2) the Property is used as a parking lot in conjunction with the Grantee's property for a period of not less than five years.

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 after five 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 assessments.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 3 in Block 3 in James Couch's Subdivision of the north half of the south half of the northwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2907 West Jackson Boulevard, Chicago, Illinois).

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445 North Laramie Avenue And 447 North Laramie Avenue.

WHEREAS, The City of Chicago is the owner of the vacant properties legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, New Galiliee Church, an Illinois not-for-profit corporation, 431 -- 435 North Laramie Avenue, Chicago, Illinois ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of providing accessory parking for the church; 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 Galilee Church, an Illinois not-for-profit corporation, 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 Galilee Church, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed coveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six months of the date of this deed; and

2) the Property is used as a parking lot in conjunction with the Grantee's property for a period of not less than five years.

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 after five 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 assessments.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 41 in Block 3 in Waller's Subdivision of the west half of the west half of the northeast quarter (except the north 22 acres) of the west half of the northeast quarter (except the north 22 acres) of Section 9, Township 39 North, Range 13, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 445 North Laramie Avenue, Chicago, Illinois).

Also

Lot 42 in Block 3 in Waller's Subdivision of the west half of the west half of the northeast quarter (except the north 22 acres) of the west half of the

northeast quarter (except the north 22 acres) of Section 9, Township 39 North, Range 13, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 447 North Laramie Avenue, Chicago, Illinois).

1540 South Pulaski Road.

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Progressive True Vine Missionary Baptist Church, an Illinois not-for-profit corporation, 1543 South Pulaski Road, Chicago Illinois, ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of providing accessory parking for the church; 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 Progressive True Vine Missionary Baptist Church, an Illinois not-for-profit corporation, 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 Progressive True Vine Missionary Baptist Church, an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six months of the date of this deed; and

2) the Property is used as a parking lot in conjunction with Grantee's property for a period of not less than five years.

In the event that the above 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 after five 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 assessments.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 17 in Block 8 in Our Home Addition to Chicago in the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1540 South Pulaski Road, Chicago, Illinois, Permanent Index No. 16-22-230-030).

3710 West Roosevelt Road.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Sunshine Missionary Baptist Church, Inc., an Illinois not-for-profit corporation, 3660 West Roosevelt Road, Chicago Illinois ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of providing accessory parking for the Church; 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 Sunshine Missionary Baptist Church, Inc., an Illinois not-for-profit corporation, 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 Sunshine Missionary Baptist Church, Inc., an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six months of the date of this deed; and

2) the Property is used as a parking lot in conjunction with the Grantee's property for a period of not less than five years.

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 after five 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 assessments.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 48 in Edward Casey's Addition to Chicago, a subdivision in the east half of the southwest quarter of Section 14, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3710 West Roosevelt Road, Chicago, Illinois, Permanent Index No. 16-14-328-042).

4029 South State Street And 4027 South State Street.

WHEREAS, The City of Chicago is the owner of the vacant properties legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, William Roberts Memorial Social Services Foundation, Inc., an Illinois not-for-profit corporation, 4021 South State Street, Chicago Illinois ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of providing a playground/recreation 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 William Roberts Memorial Social Services Foundation, Inc., an Illinois not-for-profit corporation, 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 William Roberts Memorial Social Services Foundation, Inc., an Illinois not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) the Property is improved for use as a recreational/playground area within twelve months of the date of this deed; and

2) the Property is used for recreational/playground purposes for a period of not less than five years.

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 after five 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 assessments.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 35 in Wing's Resubdivision in Block 4 in Pryor and Hopkins Subdivision of the west half of the northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4029 South State Street, Chicago, Illinois).

Lot 36 in Wing's Resubdivision in Block 4 in Pryor and Hopkins Subdivision of the west half of the northwest quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4027 South State Street, Chicago, Illinois).

833 -- 839 East 65th Street.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Cosmopolitan Church of Prayer, an Illinois not-for-profit corporation, 6757 South Champlain Avenue, Chicago, Illinois ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of providing accessory parking for the church; 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 Cosmopolitan Church of Prayer 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 Cosmopolitan Church of Prayer, an Illinois not-for-profit corporation, 6757 South Champlain Avenue, Chicago, Illinois 60637.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six months of the date of this deed; and

2) the Property is used as a parking lot in conjunction with Grantee's church for a period of not less than five years.

In the event that the above 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 after five 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 assessments.

SECTION 4. This ordinance shall take effect upon its passage.

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

Exhibit "A".

Legal Description.

The west 96 feet of Lot 24 in Block 7 in Woodlawn Ridge Subdivision, a subdivision of the south half of the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 833 -- 839 East 65th Street, Chicago, Illinois).

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338 West 111th Street.

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Campus Crusade for Christ, Inc., a California not-for-profit corporation, 342 West 111th Street, Chicago, Illinois ("Grantee") 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 Campus Crusade for Christ, Inc., a California not-for-profit corporation, 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 Campus Crusade for Christ, Inc., a California not-for-profit corporation.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) the Property is improved for use as a recreational/playground area within twelve months of the date of this deed; and

2) the Property is used for recreational/playground purposes for a period of not less than five years.

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 after five 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 assessments.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 55 in the subdivision of Lot 632 and the south 33 feet of Lot 58 in School Trustees' Subdivision in Section 16, Township 37 North, Range 14, East of

the Third Principal Meridian, in Cook County, Illinois (commonly known as 338 West 111th Street, Chicago, Illinois).

REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTIES AT SUNDRY LOCATIONS AND GRANT OF AUTHORITY TO RE-ADVERTISE SAID PROPERTIES FOR SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

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:

4725 --- 4727 South Drexel Boulevard;

4735 -- 4737 South Drexel Boulevard;

1615 West Roscoe Street/Parking Site Number 30;

1115 West 63rd Street; and

834 East 75th Street,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute 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 ordinances and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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):

4725 -- 4727 South Drexel Boulevard.

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

SECTION 1. The City of Chicago hereby rejects the bid of Lawrence T. and Robert H. Bryant, 5329 Grand Avenue, Downers Grove, Illinois 60515, to purchase for the sum of $15,550.00, 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 3 in the resubdivision of Lots 11 to 26, in Block 1 in Sherman Cooper's Drexel Boulevard Addition to Chicago in the northwest quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4725 -- 4727 South Drexel Boulevard, Permanent Index No. 20-11-101-004).

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.

4735 -- 4737 South Drexel Boulevard.

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

SECTION 1. The City of Chicago hereby rejects the bid of Lorenz H. Bryant, 7728 South Indiana Avenue, Chicago, Illinois 60619, to purchase for the sum of $18,710.00, 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 4 Resubdivision of Lots 11 to 26 in Block 1 in Sherman T. Cooper's Drexel Boulevard Addition to Chicago in northwest quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4735 -- 4737 South Drexel Boulevard, Permanent Tax No. 20-11-101-005)

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.

1615 West Roscoe Street/Parking Site Number 30.

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

SECTION 1. The City of Chicago hereby rejects the bid of Kevin J. Coogan, 489 Forest Preserve Drive, Wood Dale, Illinois 60191, to purchase for the sum of $333,000.00, 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 44 through 48 in Block 426 in G.H.A. Thomas' Subdivision of Blocks 8 and 9 of L. Turner's Subdivision of the northeast quarter of the east half of the southeast quarter of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1615 West Roscoe Street/Parking Site Number 30, Permanent Tax Nos. 14-19-426-004, 005 and 14-19-426-032)

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.

1115 West 63rd Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Isaac J. Barnes, 6128 South Morgan Street, Chicago, Illinois 60621, to purchase for the sum of $100.00, 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 in Block 3 in Weddell & Cox's Subdivision of the west half of the northeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1115 West 63rd Street, Permanent Tax No. 20-20-201-005)

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.

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834 East 75th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Walter William, c/o Ancient Egyptian Museum, 3849 South Michigan Avenue, Chicago, Illinois 60603, to purchase for the sum of $1.00, 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 23, 24, 25, 26, 27 and 28 in Cornell in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 834 East 75th Street, Permanent Tax Nos. 20-26-124-030, 031,032 and 033)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

REPEAL OF BID FOR PURCHASE OF CITY-OWNED PROPERTY AT 3855 -- 3859 SOUTH EMERALD AVENUE AND GRANT OF AUTHORITY TO RE-ADVERTISE SAID PROPERTY FOR SALE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services to repeal a bid at 3855 -- 3859 South Emerald Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 heretofore approved the sale to Mr. Peter Chan, 3047 South Loomis Avenue, Chicago, Illinois 60608, of the property commonly known as follows:

> Lots 49 and 50 in Block 4 in McPherson and Allerton's Addition to Chicago, being Block 25 in Canal Trustee's Subdivision of the west half of the southwest quarter of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3855 -- 3859 South Emerald Avenue, Permanent Tax No. 17-33-322-045)

; and

WHEREAS, Mr. Peter Chan will not be able to close on this property because of economic hardship; now, therefore,

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

SECTION 1. The ordinance adopted by this body on May 22, 1991, Council Journal of Proceedings, pages 652 and 653, approving the sale to said above purchaser be hereby repealed.

SECTION 2. The Department of General Services, is hereby authorized to cancel the quitclaim deed, refund the $6,000.00 deposit and re-offer this property for sale.

SECTION 3. This ordinance shall be executed upon its passage.

AUTHORIZATION FOR ACQUISITION AND CONVEYANCE OF PROPERTY LOCATED AT 827 -- 829 EAST BOWEN AVENUE AND 614 EAST 43RD STREET TO QUALIFIED PARTICIPANTS UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of Buildings regarding two ordinances authorizing the transfer of abandoned buildings to nominees pursuant to the Chicago Abandoned Property Program (C.A.P.P.) at 827 -- 829 East Bowen Avenue and 614 East 43rd 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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):

827 -- 829 East Bowen Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exist within the City a substantial number of abandoned, deteriorated, dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City; and

WHEREAS, Through the Chicago Abandoned Property Program ("C.A.P.P.") the City seeks to abate the danger posed by abandoned buildings by acquiring and subsequently conveying them to parties who agree to either demolish or rehabilitate said buildings; and

WHEREAS, The City may acquire properties improved with abandoned buildings through judicial proceedings pursuant to Section 11-31-1(d) of the Illinois Municipal Code if the Circuit Court finds any such building to be dangerous, unoccupied by persons legally in possession, and delinquent in real estate taxes or water bills for two or more years, and grants the City's petition for a judicial deed; and

WHEREAS, There exist various other means by which the City can acquire title to properties improved with abandoned buildings; and

WHEREAS, There currently exists within the City a dangerous, apparently abandoned building located at 827 -- 829 East Bowen Avenue (the "Property"), which Property is the subject of a court case entitled *City of Chicago v. Wendell Wright, et al.,* Case No. 90M1402997, and is legally described on Exhibit A attached hereto; and

WHEREAS, The Property was among those announced to the general public on the list of C.A.P.P. properties and a proposal to either demolish or rehabilitate the building thereon has been received; and

WHEREAS, The Mayor's Blue Ribbon Committee has recommended to the City Council that the Property be awarded to Helen Banks (hereinafter

"Nominee") for purposes of rehabilitation should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is authorized to obtain a deed for the Property described herein on behalf of the City.

SECTION 3. The Building Commissioner is authorized to accept Nominee's proposal to take title to the Property contingent upon the City obtaining a deed 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 Nominee subject to the approval of the Corporation Counsel.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a 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 Nominee subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

Lot 18 and the east 5 feet of Lot 17 in Block 2 in Charles R. Steele's Resubdivision of Block 1 in the Bayard and Palmer Addition in the northwest fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Case Number: 90M1402997.

Property Address: 827 -- 829 East Bowen Avenue.

Permanent Index Number: 20-02-111-010.

614 East 43rd Street.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City; and

WHEREAS, Through the Chicago Abandoned Property Program ("C.A.P.P.") the City seeks to abate the danger posed by abandoned buildings by acquiring and subsequently conveying them to parties who agree to either demolish or rehabilitate said buildings; and

WHEREAS, The City may acquire properties improved with abandoned buildings through judicial proceedings pursuant to Section 11-31-1(d) of the Illinois Municipal Code if the Circuit Court finds any such building to be dangerous, unoccupied by persons legally in possession, and delinquent in real estate taxes or water bills for two or more years, and grants the City's petition for a judicial deed; and

WHEREAS, There exist various other means by which the City can acquire title to properties improved with abandoned buildings; and

WHEREAS, There currently exists within the City a dangerous, apparently abandoned building located at 614 East 43rd Street (the "Property"), which Property is the subject of a court case entitled *City of Chicago v. Emma Mae Gibbs, et al.*, Case No. 88M1404096, and is legally described on Exhibit A attached hereto; and

WHEREAS, The Property was among those announced to the general public on the list of C.A.P.P. properties and a proposal to either demolish or rehabilitate the building thereon has been received; and

WHEREAS, The Mayor's Blue Ribbon Committee has recommended to the City Council that the Property be awarded to William Brothers Realty & Investment Group of 4906 South Blackstone Avenue, No. C (hereinafter "Nominee") for purposes of rehabilitation should the City succeed in acquiring title to the Property; now, therefore,

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is authorized to obtain a deed for the Property described herein on behalf of the City.

SECTION 3. The Building Commissioner is authorized to accept Nominee's proposal to take title to the Property contingent upon the City obtaining a deed 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 Nominee subject to the approval of the Corporation Counsel.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a 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 Nominee subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

The west 35 feet of the south 128 feet of Lot 28 (except the north 12 feet thereof reserved for alley) in Margaret Johnston's Subdivision of the south half of southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address: 614 East 43rd Street.

AUTHORIZATION TO NEGOTIATE FOR ACQUISITION OF PROPERTY AT 638 TO 644 WEST 43RD STREET FOR PROPOSED CANARYVILLE BRANCH LIBRARY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing the acquisition of property for the proposed Canaryville Branch Library to be erected at 638 to 644 West 43rd 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 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Chicago Public Library, the property legally described on Exhibit A attached hereto and commonly known as 638 to 644 West 43rd Street.

SECTION 2. The Commissioner of General Services is authorized to negotiate with the owners of the properties for the purchase of the properties legally described in Exhibit A.

If the Commissioner and the owner are able to agree on the purchase price, the Commissioner is authorized to purchase the property in the name of and on behalf of the City of Chicago for the agreed price, subject of the approval of the City Council.

If the Commissioner is unable to agree with the owner of the property on the purchase price or, if the owner is incapable of consenting to the sale, or the owner can not be located, then the Commissioner shall report such facts to the Corporation Counsel. The Corporation Counsel shall thereafter institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to the property under the City's right of eminent domain.

SECTION 3. This ordinance shall be effective upon its passage.

[Exhibit "A" attached to this ordinance printed on pages 19972 through 19973 of this Journal.]

AUTHORIZATION TO EXECUTE PURCHASE AND SALE AGREEMENT FOR ACQUISITION OF PARCEL 47 OF MIDWAY DEVELOPMENT PROJECT LOCATED AT 5401 -- 5413 SOUTH LARAMIE AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

(Continued on page 19974)

Exhibit "A".
(Page 1 Of 2)

Parcel 1.

Lot 15 in the subdivision of Block 18 of Superior Court Partition of the west half of the northwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 638 West 43rd Street.

Parcel 2.

Lot 16 in the subdivision of Block 18 of Superior Court Partition of the west half of the northwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 640 West 43rd Street.

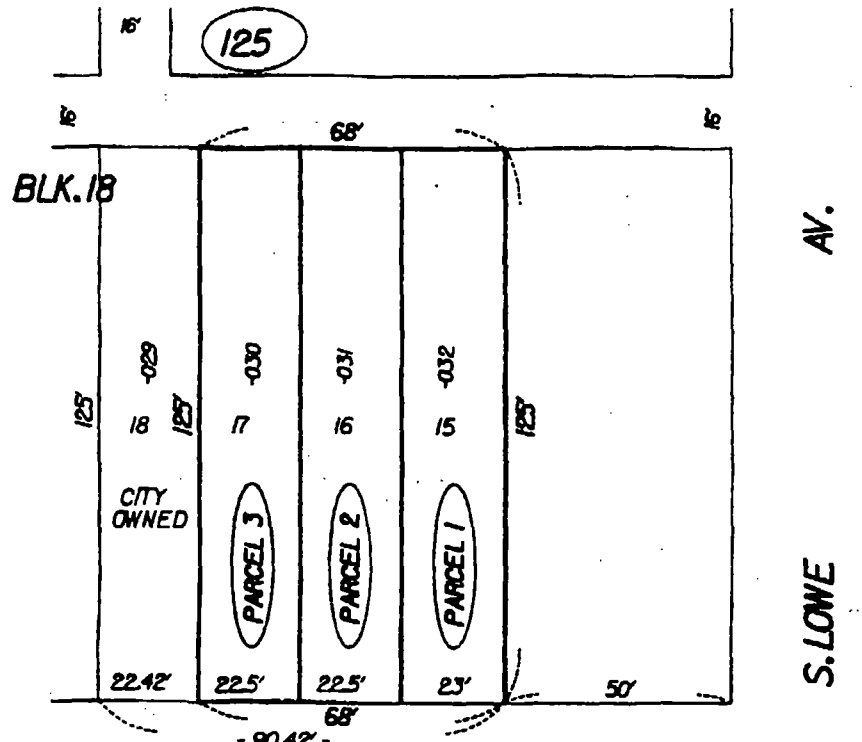
Parcel 3.

Lot 17 in the subdivision of Block 18 of Superior Court Partition of the west half of the northwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 644 West 43rd Street.

Exhibit "A"

SUBDIVISION OF BLOCK 18 OF SUPERIOR COURT PARTITION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



TITLE HOLDER

PARCEL 1
LEONARD SHAUGHNESSY
552 W. 43RD PLACE
CHICAGO, ILLINOIS 60609
PROPERTY ADDRESS: 638 W. 43RD ST.
IMPROVEMENT: VACANT
P.R.E.I. NO. 20-04-125-032
AREA- 2,875 SQ.FT.

PARCEL 2
WESTERN SPRINGS NAT'L BK. & TR. CO.
4456 WOLF ROAD TRUST • 3318
WESTERN SPRINGS, ILLINOIS 60558
IMPROVEMENT: VACANT
P.R.E.I. NO. 20-04-125-031
AREA- 2,812.5 SQ.FT.

PARCEL 3
JOSEPH W. JOHN T. & JAMES R. WHALEN
644 W. 43RD ST.
CHICAGO, ILLINOIS 60609
PROPERTY ADDRESS: 644 W. 43RD ST.
IMPROVEMENT: VACANT
P.R.E.I. NO. 20-04-125-030
AREA- 2,812.5 SQ.FT.

N

TOTAL AREA OF SITE
- 11,302.50 SQ.FT.

ZONING: C1-1

PROPOSED
CANARYVILLE
LIBRARY SITE
(PORTA - STRUCTURE UNIT)
SCALE: 1"-30' DATE: JUNE 11, 1992

(Continued from page 19971)

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of Aviation authorizing the department to execute a purchase and sale agreement with the trustees of Midway Airlines, Inc. for the purchase of property located at 5401 -- 5413 South Laramie 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 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On October 6, 1986 (Council Journal of Proceedings, pages 34440 -- 34441), the City Council determined and declared that it is useful, desirable and necessary to the City of Chicago ("City") to acquire Parcel 47 of the Midway Development Project, commonly known as 5401 -- 5413 South Laramie Avenue and legally described on Exhibit A attached hereto; and

WHEREAS, Federal and state funds have been made available to the City for the acquisition of Parcel 47; and

WHEREAS, The Department of Aviation is prepared to submit to the owner of Parcel 47 an offer to purchase said Parcel for the amount set forth in the appraisal report prepared for the City by William A. McCann & Associates, Inc. and approved by the Federal Aviation Administration; now, therefore,

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

SECTION 1. The Commissioner of Aviation is authorized to execute a Purchase and Sale Agreement on behalf of the City of Chicago, and to submit said Agreement as the City's bid for the purchase of Parcel 47. If the owner of Parcel 47 accepts the City's bid, the Commissioner is authorized to complete the purchase of said Parcel.

SECTION 2. Payment of the purchase price is to be made from Fund No. 623-85-2010-9000-0540.

SECTION 3. This ordinance shall be effective from and after its passage.

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

Exhibit "A".

Legal Description.

Beginning at a point 33 feet east of and 431.71 feet north of the southwest corner of the southeast quarter of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian (being the "point of beginning"); thence north from the "point of beginning", a distance of 333 feet on a line parallel to the west line of said southeast quarter of Section 9 to the south line of the Chicago and Western Indiana Railroad Company right-of-way; thence east along the south line of the Chicago and Western Indiana Railroad Company right-of-way a distance of 260 feet; thence south on a line parallel to the west line of the said southeast quarter of Section 9, a distance of 333 feet to a point 260 feet east of the "point of beginning"; thence west on a line to the "point of beginning", in Cook County, Illinois.

AUTHORIZATION FOR SALE OF PARCEL I-4 IN ENGLEWOOD CONSERVATION AREA TO SAINT JOSEPH'S CARONDELET CHILD CENTER AND EXECUTION OF REDEVELOPMENT AGREEMENT FOR CONSTRUCTION OF OUTDOOR RECREATIONAL AND PARKING AREA.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of Planning and Development authorizing the sale of Parcel I-4 in the Englewood Conservation Area located at 6224 -- 6234 South Sangamon Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago established the Community Development Commission, hereafter referred to as the "Commission"; and

WHEREAS, The Community Development Commission is authorized to assume the functions of the former Department of Urban Renewal in the sale of land to promote the redevelopment of project areas; and

WHEREAS, The Englewood Conservation Plan, as amended, for the Englewood Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel I-4 in the Englewood Conservation Area is located at 6224 -- 6234 South Sangamon Street and contains a total area of 21,919.4 square feet and is identified by a plat of survey on file at the Office of the Department of Planning and Development; and

WHEREAS, The Department of Urban Renewal Board on December 17, 1991 by Resolution No. 91-DUR-17, approved negotiations with the proposed developer for the sale of Parcel I-4 in the Englewood Conservation Area; and

WHEREAS, The Commission approved the sale of Parcel I-4 to the developer on July 14, 1992 by Resolution No. 92-CDC-19; and

WHEREAS, The Purchaser proposes to redevelop Parcel I-4 as an outdoor recreational and parking area to promote the development of severely disturbed adolescent males, which uses are in accordance with the Urban Renewal Plan for the Englewood Conservation Area, as amended; and

WHEREAS, The City Council has considered the resolution of the Commission and the proposed sale of said parcel of property as provided therein and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Planning and Development of a certain parcel of land in the Englewood Conservation Area is hereby approved as follows:

Purchaser	Parcel	Square Feet	Total Price
St. Joseph Carondelet Child Center	I-4	21,919.4	$20,823.43

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk to attest a Contract for the sale of land and a quitclaim deed for the property described in Section 1 above.

SECTION 3. The Commissioner of Planning and Development, on behalf of the City, is authorized to enter into a redevelopment agreement with the Purchaser and to execute such other documents as may be necessary to provide for the construction of this development.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

AUTHORIZATION FOR EXECUTION OF QUITCLAIM DEED AND RELEASE OF CITY'S INTEREST TO SALVATION ARMY FOR PROPERTY LOCATED AT 1506 WEST MADISON STREET FOR CONSTRUCTION OF SENIOR CITIZEN HOUSING.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing the Mayor to execute a quitclaim deed to the Salvation Army releasing the City's interest in the property located at 1506 West Madison Street for the construction of a Section 202 Senior Citizen's Housing Development, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 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, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On June 13, 1990, the City of Chicago sold the property legally described on Exhibit A attached hereto, and commonly known as 1506 West Madison Street ("Property") to the Salvation Army; and

WHEREAS, The deed conveying title to the Salvation Army reserved a right of re-entry for the City in the event that the Property was not improved with low-income senior citizen housing; and

WHEREAS, The Salvation Army has applied to the Department of Housing and Urban Development ("H.U.D.") for Section 202 financing in order to construct the required low-income senior citizen housing on the Property; and

WHEREAS, H.U.D. has indicated its willingness to provide a loan to the Salvation Army provided that the City releases its right of re-entry; 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 a quitclaim deed to the Salvation Army, an Illinois not-for-profit corporation, 5040 North Pulaski Road, Chicago, Illinois, releasing whatever right, title or interest the City may have in the Property, subject to the approval of the Corporation Counsel.

SECTION 2. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Legal Description.

The east half (except the west 44 feet) of Lot 10 in Block 4 in Union Park Addition to Chicago in the southwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH COLUMBIA YACHT CLUB FOR PROPERTY LOCATED UNDER LAKE SHORE DRIVE NORTH OF RANDOLPH STREET FOR USE AS PARKING LOT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing a lease at North Lake Shore Drive and East Randolph Street with the Columbia Yacht Club (Lease No. 20074), 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, as Lessor, and Columbia Yacht Club, as Lessee, for approximately 16,320 square feet of vacant land located under the northbound lanes of Lake Shore Drive immediately north of Randolph Street, bordered on the west by the "on ramp" for the northbound lanes of Lake Shore Drive and on the east by the roadway providing access to the balance of the paved area under the Lake Shore Drive, such lease to be approved by the Commissioner 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 19986 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

[Exhibit "A" attached to the aforementioned Lease Agreement printed on page 19987 of this Journal.]

Rider attached to the aforementioned Lease Agreement reads as follows:

Rider.

Attached hereto and made a part hereof of the lease between the City of Chicago and Columbia Yacht Club for the use of vacant land located at Lake Shore Drive and Randolph Street for the purpose of a parking lot.

Fifth: In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Asset Manager, Bureau of Asset Management, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611 or at such other place as the Lessor from time to time in writing may appoint. Said notice or demand shall be deemed to have been served at the time a copy is received at said location.

Sixth: 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 as follows: Columbia Yacht Club, c/o Mr. Charles F. Costello, Vice Commodore, 111 North Lake Shore Drive, Chicago, Illinois 60601.

Seventh: Lessee under this lease shall clean up the premises and remove all debris.

Eighth: Lessee shall pay any leasehold or use taxes on said premises if levied, within deadlines established by governmental taxing bodies and be responsible for

their proportionate share of utility costs for operating the existing overhead fixtures.

Ninth: Lessee shall provide and maintain at all times public liability insurance in the amount of $2,000,000 combined single limit with the City of Chicago to be named as additional 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 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 addresses cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof. Prior to execution of this lease Lessee shall furnish a certificate of insurance to the City risk manager consistent with the requirements in this clause.

Tenth: Lessee agrees to indemnify and hold the City harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from the City by reason or on account of damage to the property of the City or injury to or death of any person, arising from Lessee's use or occupancy of or operations at said premises, including acts of its agents, contractors and subcontractors. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Eleventh: Lessee shall be responsible for all repairs and improvements to the demised premises. Lessee shall receive prior written approval from Lessor prior to any commencement of improvements.

Twelfth: Lessee shall comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repairs, maintenance and operation of the demised premises.

Thirteenth: Use of the premises is limited to a no fee parking lot.

Fourteenth: Lessee shall pay all scavenger costs associated with the demised premises.

Fifthteenth: Lessee agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the premises.

Sixteenth: It is understood and agreed that this lease may be terminated by Lessor at any time before expiration of its term by giving Lessee thirty (30) days prior written notice.

Seventeenth: Lessee shall pay for electricity for operation of overhead lights. Lessee will provide and pay for meter installation if necessary.

Eighteenth: Lessee shall obtain any license or permit required to operate a parking lot. The Department of General Services must be notified of the issuance of any such license or permit by the Lessee. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease. This lease does not constitute a permit or license to operate the premises for any particular use. Also, this lease does not constitute a waiver of any fee required to be paid for the issuance of such permit.

Nineteenth: Encumbering Title: Lessee shall not do any act which shall in any way encumber the fee simple estate of Lessor in and to the leased premises, nor shall the interest or estate of Lessor in the leased premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the leased premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall be subject to and subordinate to the paramount title and rights of Lessor in and to the leased premises.

Twentieth: All improvements that Lessee constructs or installs on the demised premises at Lessor's option shall become the property of the lessor upon the termination of this lease.

Twenty-first: Severability: If any term or provision of this lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby, but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Twenty-second: Applicable Law: This lease shall be construed and enforced in accordance with the laws of the State of Illinois.

Twenty-third: No member of the Department of General Services, or other City board, commission or agency, 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 2-156 of the Municipal Code of Chicago "Governmental Ethics", including but not limited to, Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENTS AT SUNDRY LOCATIONS WITH AMERICAN STORES, INC. TO PROVIDE PHARMACY SERVICES AT SEVEN CITY-OPERATED NEIGHBORHOOD HEALTH CENTERS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

(Continued on page 19988)

Lease Agreement To Columbia Yacht Club.

LEASE # 20074

This Indenture, Made this ..... day of .....

A. D. 19..... Between City of Chicago, A Municipal Corporation

..... party of the first part and Columbia Yacht Club

..... party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in Chicago County of Cook and State of Illinois, known and described as follows:

Approximately 16,320 square feet of vacant land located under the northbound lanes of Lake Shore Drive immediately North of Randolph Street, bordered on the West by the "on ramp" for the northbound lanes of Lake Shore Drive and on the East by the roadway providing access to the balance of the paved area under Lake Shore Drive (See Exhibit "A")

TO HAVE AND TO HOLD the same, unto the party of the second part, from the 1st day of August A. D. 19 92 until the 31st day of July A. D. 19 95. 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 Department of Revenue, Warrants for Collection, City Hall, 121 North LaSalle St., Rm. 107 Chicago, Illinois 60602 as rent for said leased premises for said term the sum of Six Hundred and No/100---------- Dollars ($600.00 a month.) ~~payable in advance on the first day of each and every month during the term hereof.~~

SECOND.—That he has 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 demised 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 untenantable 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.

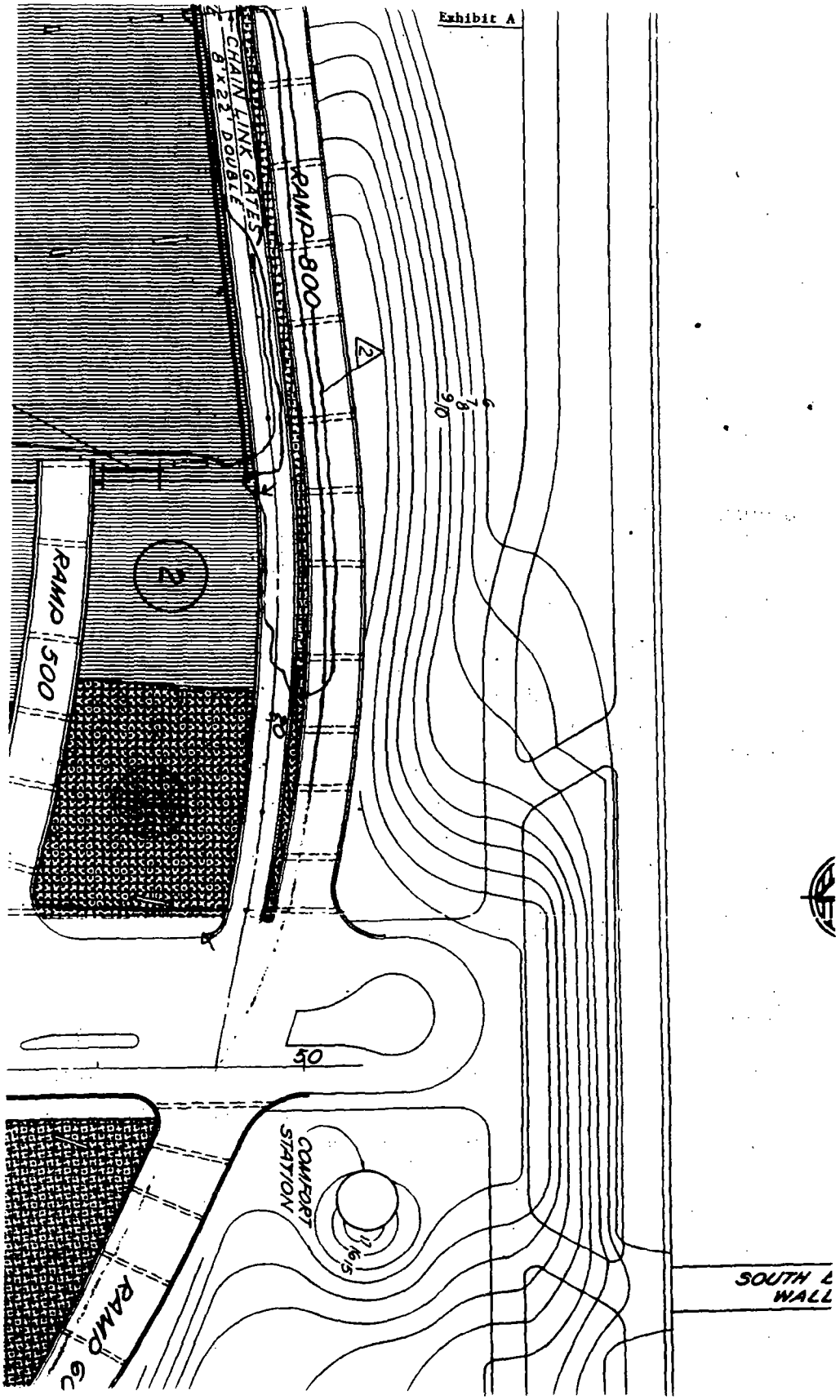
Approved as to form and legality except as to property description and execution:

Assistant Corporation Counsel

By: Columbia Yacht Club

By: Asset Manager

By: Commissioner of General Services


Exhibit A
CHAIN LINK GATES
8'x22' DOUBLE
RAMP 800
RAMP 500
50
COMFORT STATION
RAMP 6C
SOUTH
WALL

(Continued from page 19985)

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of Health authorizing the execution of seven (7) lease agreements between the City of Chicago and American Drug Stores, Inc., 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, Tillman, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City"), through its Department of Health ("Department"), operates seven (7) Neighborhood Health Centers in various communities in Chicago, the locations of which are listed on Exhibit A attached hereto; and

WHEREAS, The Department has determined that it is more efficient and desirable to arrange for a single company to provide pharmaceutical services at each Neighborhood Health Center; and

WHEREAS, In order to provide such pharmaceutical services the City desires to enter into seven (7) leases with American Stores, Inc. for each of the seven Neighborhood Health Centers, referred to above; and

WHEREAS, American Stores, Inc. has agreed to enter into a Professional Services Contract with the City to provide pharmaceutical services as stated above and desires to lease space at each Neighborhood Health Center necessary to perform such services; 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 authorized to execute on behalf of the City of Chicago, as Lessor, and American Stores, Inc., as Lessee, leases for seven designated locations as specified in Exhibit A attached hereto, substantially in the same form of Lease Agreement attached hereto as Exhibit B, subject to the approval of the Corporation Counsel and the Commissioner of the Department of Health.

SECTION 2. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Lot 1 subdivision of Lot 4 of Rufus C. Halls Subdivision of part of the east half of the northeast quarter of Section 17-40-14.

Commonly known as: 848 West Wilson Avenue.
Permanent Index Number: 14-17-221-005-0000.

Lots 11, 12 and 13 in C.V. Dyers Subdivision of part of Lots 6, 7 and 8 in Bickedik and Streets Subdivision of the west half of the northwest quarter of Section 28-40-14.

Commonly known as: 2845 -- 2849 North Clark Street.
Permanent Index Numbers: 14-28-120-018 and 14-28-120-017.

Lots 8 through 11 of Block 3 in Wait and Bowens Subdivision of part of the west half of the northeast quarter of Section 23-38-14.

Commonly known as: 6337 South Woodlawn Avenue.
Permanent Index Number: 20-23-200-029-0000.

Lots 10 through 21 of Block 1 of Miller and Chimberlins Subdivision of Block 2 in resubdivision of Blocks 1 and 2 in resubdivision of reform school property being the south 25 rods of the northwest quarter of Section 2-38-14.

Commonly known as: 4230 South Greenwood Avenue.
Permanent Index Number: 20-02-122-010-0000.

Lot 26 of Block 8 resubdivision of south part of Blocks 5, 6, 7 and 8 of Winslow and Jacobson's subdivision of the southeast quarter of the northeast quarter of Section 1-39-13.

Commonly known as: 2418 West Division Street.
Permanent Index Number: 16-01-228-039.

Lot 1 in Block 4 in Lindon Grine, being the northwest 35 acres of 5.9 acres of the west half of the northwest quarter of Section 21-38-14.

Commonly known as: 641 West 63rd Street.
Permanent Index Number: 20-21-102-022.

Leased Property.

Lots 64 through 69 subdivision of Block 4 of Johnston & Lees Subdivision of the southwest quarter of Section 20-39-14.

Commonly known as: 1713 South Ashland Avenue.
Permanent Index Number: 17-20-302-043-0000.

Exhibit "B".

Pharmacy Lease Agreement.

This Pharmacy Lease is made as of the ____ day of _____, 19__, by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Department of Health, hereinafter referred to as

"Landlord", and American Drug Stores, Inc., an Illinois corporation, hereinafter referred to as "Tenant", individually, a "Party", and collectively, the "Parties".

Section 1. Pharmacy Premises.

In consideration of the mutual covenants and agreements herein contained Landlord hereby:

(a) Leases to Tenant the pharmacy area, designated as "Pharmacy" and crosshatched on (Sub)Exhibit A hereto attached (hereinafter referred to as the "Pharmacy Premises") located on the first floor of the building commonly known as 641 West 63rd Street, Chicago, Illinois, which building and adjacent grounds and facilities owned by Landlord are depicted on (Sub)Exhibit B attached hereto and are hereinafter referred to as "Landlord's Premises". Landlord's Premises are situated on the Parcel of land legally described on (Sub)Exhibit C attached hereto. Subject to Landlord's rights of access to the Pharmacy Premises as set forth in Section 7(c) hereof, Tenant shall have complete and exclusive access to, possession and control of the Pharmacy Premises.

(b) Grants to Tenant, its employees and invitees, without additional charge, the right to use and enjoy in common with others entitled to similar use thereof, the Common Areas of Landlord's Premises, including without limitation the parking areas, hallways, entranceways, lobbies, cafeterias or lunchrooms, break areas or lounges and public restrooms, designated or intended for general use by all occupants of Landlord's Premises or their invitees.

(c) Grants to Tenant and its employees the nonexclusive right to use, without charge, the service, shipping and receiving facilities in Landlord's Premises during such time as such facilities are generally operated by Landlord. Tenant shall have the obligation, at its own expense, to provide its own system and personnel for service, shipping and receiving, including, without limitation, _____ security and control of prescription drugs and other _____ regulated or controlled substances. Landlord agrees to cooperate with Tenant in implementing such system.

Section 2. Term.

(a) The term of this Lease shall commence on the date upon which Landlord puts Tenant in possession of the Pharmacy Premises (the "Commencement Date"). It is the intention of the Parties

that the Commencement Date shall be the effective date of that certain Professional Services Agreement between Landlord and Tenant which is being executed simultaneously herewith (the "Services Agreement"). Should the Services Agreement not be executed by the Parties, the term of this Lease shall likewise not commence and this Lease shall be null and void and of no force and effect. If the Commencement Date has not occurred within six (6) months from the date of City Council approval of this Lease, this Lease shall be null and void. Unless sooner terminated as hereinafter set forth, this Lease shall expire at Midnight on the fifth (5th) anniversary from the Commencement Date.

(b) Tenant shall have the option to five (5) successive extension(s) of the term of this Lease for one (1) year with respect to each such option. Each extension shall be exercised separately and for a one (1) year term, subject to the covenants and provisions of this Lease, as such Lease may be subsequently amended in the manner provided for in Section 16(i) hereof. Tenant may exercise each such option by giving Landlord written notice thereof no less than four (4) months prior to the beginning of each such period of extension. The word "term", whenever used herein, shall mean the original term and any extensions thereof unless the context otherwise requires.

(c) Notwithstanding the foregoing, the term of this Lease shall coincide with the term of the Services Agreement. In the event of any inconsistency between the actual termination date of the Services Agreement (whether by lapse of time or otherwise) and this Lease, the termination date of the Services Agreement shall control and operate as the termination date of this Lease without further notice to either party. In addition, it is agreed that both Landlord and Tenant shall each have the right to terminate this Lease with or without cause, upon sixty (60) days prior written notice to the other party, at any time after the third (3rd) anniversary of the Commencement Date provided, however, that if Landlord so elects to terminate this Lease, Landlord shall pay to Tenant the amount set forth below (the "Termination Payment") and Landlord shall retain possession of Tenant's leasehold improvements, trade fixtures and equipment (as used herein, the term "equipment" shall not include Tenant's computer system or software). The Termination Payment shall be required only within the five (5) year term of this Lease, and such five (5) year lease term shall not be considered extended by the exercise of any one (1) year option to extend or renew the Lease or the Services Agreement. However, if Tenant elects to terminate this Lease after the third anniversary of the Commencement Date as provided above, Landlord shall not be required to pay the Termination Payment to Tenant but shall

nevertheless retain possession of Tenant's leasehold improvements, trade fixtures and equipment. Should Tenant terminate this Lease at any time during the term as a result of Landlord's default as provided in Section 9(b) herein, then Landlord shall be required to pay the Termination Payment to Tenant, but if Landlord terminates this Lease at any time during the term as a result of Tenant's default as provided in Section 9(a) herein, then Landlord shall not be required to pay the Termination Payment to Tenant. The Termination Payment shall be calculated based upon the following amounts:

(i) The sum of Two Hundred Thousand and no/100 Dollars ($200,000.00) at the Commencement Date;

(ii) The sum of One Hundred Sixty Thousand and no/100 Dollars ($160,000.00) at the first anniversary of the Commencement Date;

(iii) The sum of One Hundred Twenty Thousand and no/100 Dollars ($120,000.00) at the second anniversary of the Commencement Date;

(iv) The sum of Eighty Thousand and no/100 Dollars ($80,000.00) at the third anniversary of the Commencement Date; and

(v) The sum of Forty Thousand and no/100 Dollars ($40,000.00) at the fourth anniversary of the Commencement Date.

No Termination Payment shall be due from and after the fifth anniversary of the Commencement Date. The Termination Payment shall be prorated for any partial year in the event that the Lease terminates on a date other than an anniversary of the Commencement Date. The Termination Payment shall be paid to Tenant within ninety (90) days of the termination date.

Section 3. Rent.

Landlord and Tenant acknowledge that it is in their own best interests to have Tenant open a pharmacy in the Pharmacy Premises. In consideration of the mutual obligations undertaken by Landlord and Tenant hereunder, Tenant agrees to pay to Landlord as rent for the Pharmacy Premises the sum of One Dollar ($1.00) per year.

Section 4. Operation.

Tenant shall be open for business with the public during such hours as Landlord's Premises is open for business unless Tenant is prevented from doing so by forces beyond its control, including, without limitation, personnel and staffing difficulties.

Section 5. Use.

(a) Tenant may use the Pharmacy Premises for the sale of pharmaceuticals, health care products and other items and services related or incidental to the foregoing. All products offered for sale from the Pharmacy Premises shall be the property of Tenant, and shall be stocked and displayed at Tenant's sole discretion.

(b) Tenant shall have the right to place signs on the interior of the Pharmacy Premises as Tenant deems desirable, whether or not such signs are visible from the exterior of the Pharmacy Premises. Tenant shall also have the right to place its customary signage on the exterior wall of the Pharmacy Premises inside the Landlord's Premises. Such signage shall initially conform to the specifications set forth on (Sub)Exhibit D hereto.

(c) Provided that Tenant obtains Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed, Tenant shall have the right to install communications equipment on the roof, parapets or outside walls of Landlord's Premises and to make connections to Tenant's equipment located in Pharmacy Premises accomplished with cables or other feeds installed through ducts, walls or other appropriate means. Such communications equipment shall at all times remain Tenant's property and it shall have the right to remove such system at any time during the term hereof, provided that Tenant repairs any damage to the Pharmacy Premises caused by the installation or removal of such system.

Section 6. Possession And Alterations.

(a) Landlord agrees to deliver exclusive possession of the Pharmacy Premises to Tenant on the Commencement Date.

(b) Upon Landlord's delivery of the Pharmacy Premises to Tenant, Tenant may remove and dispose of any existing trade fixtures therein if Tenant does not wish to utilize them. The premises shall be in clean condition, and Landlord shall have removed all

of its personal property, except for the inventory purchased by Tenant pursuant to the Services Agreement. All plumbing, utility and HVAC systems serving the Pharmacy Premises shall be delivered to Tenant in good working order.

(c) Tenant shall construct and maintain leasehold improvements in the Pharmacy Premises, which improvements are generally described on (Sub)Exhibit E attached hereto. Tenant shall also install and/or furnish the Pharmacy Premises with those trade fixtures and equipment described in Section 2(c) herein. All such leasehold improvements and trade fixtures and equipment shall become the sole property of Landlord upon the termination of this Lease or expiration of the term, subject to Landlord's obligation to reimburse Tenant under certain circumstances as more fully described in such Section 2(c). Tenant shall also have the right to change the core for the key for any security gate or door to the Pharmacy Premises. Tenant may also make such further alterations to the Pharmacy Premises as are necessary or appropriate to Tenant's operation thereof, but shall not make any material modifications to the structure of Landlord's Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed.

(d) Tenant shall obtain all necessary permits, as required by law, prior to the construction of any leasehold improvements referred to in Section 6(c) above.

(e) To the best of Landlord's knowledge and without any investigation, Landlord has not received any notice from any state or federal agency of a violation of any Environmental Law with respect to the Landlord's Premises or the Pharmacy Premises and has not devoted the Landlord's Premises or any part thereof for use as a sanitary landfill, waste dump site or for the treatment, storage or disposal of Hazardous Materials during Landlord's ownership of the Landlord's Premises.

To the best of Landlord's knowledge without independent investigation, such as environmental audits, soil testing or the preparation of any other environmental study or report in connection with the environmental condition of the Landlord's Premises, no underground tanks or asbestos or asbestos-containing materials (collectively, "A.C.M.") exist in or about the Landlord's Premises and there has not been a Release of Hazardous Materials from or upon Landlord's Premises during Landlord's ownership. In the event that a federal, state or local authority gives notice to Landlord of any violation with respect to A.C.M., Landlord shall promptly remove such A.C.M. at Landlord's sole cost and expense, unless such A.C.M. was brought on to the Pharmacy Premises by Tenant.

(a) The term "Hazardous Materials" shall mean any hazardous substance, pollutant, or contaminant regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601, et seq. ("C.E.R.C.L.A.") oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (except as such substances are used in the operation of Landlord's business on the Landlord's Premises); pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended, 7 U.S.C. §136, et seq. ("F.I.F.R.A."); asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, as amended, 15 U.S.C. §2601, et seq. ("T.S.C.A."); chemicals subject to the Occupational Safety and Health Hazard Communication, 29 C.F.R. §1910.1200, as amended; source material, special nuclear by-product materials, and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, as amended, 42 U.S.C. §2011, et seq. or the Nuclear Waste Policy Act of 1982, as amended, 42 U.S.C. §10101, et seq.; and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

(b) The term "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migration from adjacent property, or disposing of Hazardous Materials into the environment, as "environment" is defined in C.E.R.C.L.A..

(c) The term "Environmental Law" shall mean the Clean Air Act, 42 U.S.C. §7401, et seq.; the Clean Water Act, 33 U.S.C. §1251, et seq., and the Water Quality Act of 1987, F.I.F.R.A.; the Marine Protection, Research and Sanctuaries Act, 33 U.S.C. §1401, et seq.; the National Environmental Policy Act, 42 U.S.C. §***, et seq.; the Noise Control Act, 42 U.S.C. §4901, et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651, et seq.; R.C.R.A., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f, et seq.; C.E.R.C.L.A., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-To-Know Act, and Radon Gas and Indoor Air Quality

Research Act; T.S.C.A.; the Atomic Energy Act, 42 U.S.C. §10101, et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §2011, et seq., all as may be amended, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal, regulations, and ordinances insofar as they are applicable to the federal laws recited above or purport to regulate Hazardous Materials.

Landlord agrees to indemnify and hold harmless Tenant and any subsidiary or affiliate, as permitted by Section 12 hereunder, of Tenant, their directors, officers, employees, representatives and agents, from and against any and all judgments, claims, expenses, causes of action, damages, or liabilities (including reasonable attorneys' fees and costs), (i) including, without limitation, all foreseeable and all unforeseeable consequential damages arising out of the presence, use, generation, storage or disposal of Hazardous Materials in Landlord's Premises, and (ii) including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification of Landlord's Premises and the preparation of any closure or other required plans, to the full extent that such judgments, claims, expenses, causes of actions, damages or liabilities are attributable to the presence of Hazardous Materials in Landlord's Premises or disposal of Hazardous Materials by any person in Landlord's Premises, except to the extent that the presence of such Hazardous Materials is solely the result of the acts or omissions of Tenant or any subsidiary or affiliate of Tenant, as permitted by Section 12 hereunder, or their directors, officers, employees, representatives or agents. Tenant agrees to indemnify and hold harmless Landlord and any of its officers, employees, representatives and agents, from any and all judgments, claims, expenses, causes of action, damages or liabilities (including reasonable attorneys' fees and costs), (i) including, without limitation, all foreseeable and all unforeseeable consequential damages arising out of the presence, use, generation, storage or disposal of Hazardous Materials brought on to the Pharmacy Premises by Tenant and (ii) including, without limitation, the cost of any required or necessary repair, cleanup, detoxification of the Pharmacy Premises and the preparation of any closure or other required plans, to the full extent that such judgments, claims, expenses, causes of action, damages or liabilities are attributable to the presence of Hazardous Materials brought onto the Pharmacy Premises by Tenant or the disposal of Hazardous Materials on the Pharmacy Premises by Tenant.

(f) Tenant shall keep the Pharmacy Premises free from any mechanic's or materialmen's liens for any labor or material furnished Tenant in connection with the Pharmacy Premises, except that Tenant shall have the right to contest the validity or amount of any such lien.

(g) Landlord shall at its expense from time to time make any alterations, improvements or additions to the Pharmacy Premises that may be required on account of any existing or future laws, ordinances or regulations of lawful authority except alterations, improvements or additions to the Pharmacy Premises as may be required solely by reason of the nature of Tenant's business.

Section 7. Maintenance, Repairs, Services And Utilities.

(a) Landlord shall make all necessary repairs and maintenance to (i) the structural portions of Landlord's Premises, including the Pharmacy Premises, (ii) the exterior of the Pharmacy Premises, and (iii) all Common Areas and all systems and facilities serving the Pharmacy Premises in common with other portions of Landlord's Premises.

(b) Landlord agrees to furnish to the Pharmacy Premises throughout the term air conditioning and heating, electricity, water and sewage, and building security in a commercially reasonable manner. Tenant will provide and maintain any additional air conditioning or heating which it believes is necessary to the Pharmacy Premises. Landlord further agrees to maintain, including snow removal, and repair all Common Areas and parking areas with respect to which Lessee has been granted use rights under this Lease and to provide trash removal from the trash receptacles located in the Common Areas which are utilized by Tenant and others in the Landlord's Premises.

(c) All maintenance and repair with respect to the Pharmacy Premises described in Section 7(a) above shall be provided, and Landlord's employees shall be permitted access to the Pharmacy Premises, only in the presence of an authorized Tenant representative. Landlord shall be permitted to enter the Pharmacy Premises under emergency circumstances provided that it first contact Tenant's emergency hotline at (708) 572-5351.

(d) Subject to Landlord's obligations hereinabove set forth, Tenant shall keep and maintain the Pharmacy Premises in a clean condition and in a good state of repair. Tenant shall also install

and maintain its own security system in the Pharmacy Premises and such system shall at all times remain Tenant's property and it shall have the right to remove such system at the termination of the Lease, provided that Tenant repairs any damage to the Pharmacy Premises caused by the installation or removal of such system.

Section 8. Indemnities And Insurance.

(a) Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against all claims, damages, expenses, liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring in Landlord's Premises, caused by the negligence of Tenant, its agents, servants or employees; provided, Tenant does not indemnify Landlord against any injury, loss of life, or damage which is caused by the negligence of Landlord, its agents, servants or employees.

(b) Landlord hereby indemnifies, holds harmless and agrees to defend Tenant from and against all claims, damages, expenses, liabilities and judgments, on account of injury to persons, loss of life, or damage to property occurring in Landlord's Premises, caused by the negligence of Landlord, its agents, servants or employees; provided, Landlord does not indemnify Tenant against any injury, loss of life or damage which is caused by the negligence of Tenant, or Tenant's agents, servants or employees.

(c) The Parties obligations with respect to indemnification in subsections 8(a) and 8(b) shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims accruing prior to the expiration or termination of this Lease.

(d) Landlord hereby releases and discharges Tenant, its agents and employees of and from all liability to Landlord and to anyone claiming by, through or under Landlord by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other insurable casualty, however caused. Tenant hereby releases and discharges Landlord, and any other persons, firms and corporation, having an interest in the Landlord's Premises, their agents and employees of and from all liability to Tenant and to anyone claiming by, through or under Tenant by subrogation or otherwise on account of loss or damage to the fixtures, merchandise and other property of Tenant or any loss or damage resulting from the interruption of Tenant's business caused by or arising out of any fire or other insurable casualty, however caused.

(e) Tenant and Landlord each agree to maintain and/or cause to be maintained, at its sole expense, liability insurance insuring its interests against claims for bodily injury, death and property damage occurring on, in or about Landlord's Premises and the ways immediately adjoining Landlord's Premises, with a "Combined Single Limit" (covering bodily injury liability and property damage liability) of not less than Five Million Dollars ($5,000,000.00) for total claims for any one occurrence and not less than Ten Million Dollars ($10,000,000.00) for total claims in the aggregate during one policy year. Any insurance required to be provided under this Section may be in the form of blanket liability coverage so long as blanket policy does not reduce the limits nor diminish the coverage required herein. Landlord and Tenant shall have the right to satisfy their insurance obligations hereunder by means of self-insurance to the extent of all or part of the insurance required hereunder, and it is understood that both Landlord and Tenant do in fact self-insure such obligations as of the date hereof.

(f) Each Party shall promptly notify the other Party of any asserted claim with respect to which such Party is or may be indemnified against hereunder and shall deliver to such Party copies of process and pleadings.

(g) During the period of any construction on the Pharmacy Premises, Tenant shall procure and maintain at all times, at its own expense, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all construction work performed under this Lease, whether performed by Tenant or a contractor, except that Tenant may self-insure for any and all liabilities which may accrue as a result of this Lease if the self-insurance program complies with at least the requirements as stipulated in this Section.

The kinds and amounts of insurance required are as follows:

1. Worker's Compensation And Occupational Disease Insurance.

   Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide construction services pursuant to this Lease.

2. Commercial Liability Insurance.

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, broad form property damage and contractual liability coverages are to be included. Landlord is to be named as an additional insured.

3. Automobile Liability Insurance.

When any motor vehicles are used in connection with construction work to be performed under this Lease, Tenant shall provide Automobile Liability insurance with limits of not less than $500,000.00 per occurrence, combined single limit, for bodily injury and property damage. Landlord is to be named as an additional insured.

4. All Risk Builders Risk Insurance.

When Tenant undertakes any construction, including improvements, betterments, and/or repairs, Tenant 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.

Tenant will furnish the Landlord, City of Chicago, Department of Finance, Risk Management, City Hall, Room 601, 121 North LaSalle Street Chicago, Illinois 60602, original Certificate of Insurance evidencing the required coverage to be in force on the date of this Lease and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Lease.

The insurance hereinbefore specified shall be carried until all construction work performed under the terms of this Lease are satisfactorily completed. Failure to carry or keep such insurance in force may constitute a violation of the Lease, and the Landlord maintains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for 30 days' prior written notice to be given to the Landlord in the event coverage is substantially changed, cancelled or nonrenewed.

Tenant shall require all contractors to carry the insurance required herein, or Tenant may provide the coverage for any or all contractors, and, is so, the evidence of insurance submitted shall so stipulate. Tenant expressly understands and agrees that any insurance coverages and limits furnished by Tenant shall in no way limit Tenant's liabilities and responsibilities specified within the Lease or by law. Tenant and each contractor agree that insurer shall waive their rights of subrogation against Landlord. Tenant expressly understands and agrees that any insurance maintained by Landlord shall apply in excess of and not contribute with insurance provided by Tenant under this Lease.

(h) Tenant shall accept the tender of the defense of any action or proceeding which arises out of or results from any act (i) occurring in the Pharmacy Premises or (ii) which occurs in Landlord's Premises or the ways immediately adjoining Landlord's Premises and appears to obviously result from the negligence or willful misconduct of Tenant, its agents, servants, or employees or for which Landlord is otherwise indemnified against hereunder, except Tenant shall not be obligated to accept the tender of the defense of any action or proceeding which, though occurring in the Pharmacy Premises, appears to obviously result from the negligence or willful misconduct of Landlord, its agents, servants, or employees.

Landlord shall accept the tender of the defense of any action or proceeding which arises out of our results from any act (i) occurring in the Landlord's Premises (excluding the Pharmacy Premises) or the ways immediately adjoining Landlord's Premises, or (ii) which occurs on the Pharmacy Premises and appears to obviously result from the negligence or willful misconduct of Landlord, its other tenants, its or their agents, servants, or employees, or for which Tenant is otherwise indemnified against hereunder, except Landlord shall not be obligated to accept the tender of the defense of any action or proceeding which, though occurring in Landlord's Premises or the ways immediately adjoining Landlord's Premises, appears to obviously result from the negligence or willful misconduct of Tenant, its agents, servants, or employees.

Section 9. Default.

(a) If Tenant breaches any of the covenants of the Services Agreement or of this Lease, and if such breach continues for thirty (30) days after receipt of written notice from Landlord, Landlord shall then, but not until then, have the right to sue for possession and terminate this Lease and re-enter the Pharmacy Premises. Upon such termination of the Lease, Landlord shall regain possession of Tenant's leasehold improvements, trade fixtures and equipment described in Section 2(c) above. If Tenant shall in good faith within such thirty (30) days commence to correct such breach and diligently proceed therewith, then Landlord shall not have the right to terminate this Lease for such breach.

(b) If Landlord breaches any of the covenants of the Services Agreement or of this Lease, and if such breach continues for thirty (30 days after receipt of written notice from Tenant, then Tenant shall have the right to terminate this Lease. Upon such termination of this Lease, Landlord shall pay to Tenant the unamortized cost of Tenant's leasehold improvements, trade fixtures and equipment as described in Section 2(c) herein, and Landlord shall retain possession of such items upon such termination. If Landlord shall in good faith within such thirty (30) days commence to correct such breach and diligently proceed therewith, then Tenant shall not have the right to terminate this Lease for such breach.

(c) All rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

Section 10. Tenant's Trade Name.

Landlord shall not advertise the operation of any Osco Drug Pharmacy, or use or authorize the use of the name "Osco", "Osco Pharmacy", "Osco Drug" or any similar trade name or service mark of Tenant in any manner without the prior written approval of Tenant.

Section 11. Relationship Of Parties.

Nothing herein contained shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the

relationship of Landlord and Tenant and neither party hereto shall make any purchases or order for merchandise, equipment or services in the name of the other nor shall either utilize the credit of the other.

Section 12. Assignment And Subletting.

Tenant shall not allow or permit any transfer of this Lease or any interest hereunder by operation of law, nor shall Tenant assign, sublease, convey, mortgage, pledge or encumber this Lease or any interest hereunder, or permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant or a permitted assignee under the Services Agreement, it being expressly understood that this Lease is entered into to facilitate the delivery of pharmacy services pursuant to the Services Agreement and is solely for the mutual convenience of Landlord and Tenant.

Section 13. Quiet Enjoyment And Title.

Landlord covenants that if Tenant shall perform all of the covenants and provisions of this Lease to be performed by the Tenant, Tenant shall peaceably and quietly have, hold and enjoy the Pharmacy Premises and the use of the Common Areas for the full term of this Lease. Landlord represents and warrants to Tenant that it has good title to the Pharmacy Premises and the Landlord's Premises in fee simple absolute subject only to utility easements and the matters set forth on (Sub)Exhibit C hereto. Landlord further represents and warrants that there are no mortgages or deeds of trust encumbering the Landlord's Premises and that it has the power and authority to enter into this Lease on the terms set forth herein without the consent of any other party. Prior to the Commencement Date, Landlord shall furnish Tenant evidence that title to the Landlord's Premises is as herein represented and in the event Tenant is not furnished with such evidence, it may cancel this Lease by notice in writing to Landlord at any time prior to Landlord's furnishing such evidence.

Section 14. Damage; Eminent Domain; Restoration.

In the event that all or a portion of Landlord's Premises is (i) damaged or destroyed by fire or other casualty, or (ii) is taken under the power of eminent domain, including conveyances or dedications made in settlement of or in lieu of condemnation proceedings, then, in either such event, Landlord and Tenant shall each have the right to terminate this Lease by written notice to the other. Tenant agrees that it shall not be entitled to any of the proceeds of any condemnation award.

Section 15. Surrender Of Possession.

Whenever the term herein demised shall be terminated, whether by lapse of time, forfeiture or otherwise, Tenant covenants that it will at once surrender and deliver up the Pharmacy Premises within seven (7) calendar days of such termination peaceably and in the same condition as when Tenant originally occupied the Pharmacy Premises, and ordinary wear and tear or loss by casualty and alterations made with Landlord's prior consent excepted.

Section 16. General.

(a) Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (1) by Federal Express (or other established express delivery service), (2) by personal delivery or (3) by certified or registered mail, postage prepaid, return receipt requested to the Parties, their successors in interest or their assigns at the following addresses, or at such other address as the Parties may designate by written notice in the manner aforesaid:

To Landlord:

City of Chicago
Department of Health
Room 256
50 West Washington Street,
Chicago, Illinois 60602
Attention: Ms. Jackie Kean,
Assistant to
Commissioner

And

Department of General Services
510 North Peshtigo Court
Chicago, Illinois 60611
Attention: Benjamin Reyes,
Commissioner

With A Copy To:

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

To Tenant: American Drug Stores, Inc.
2100 Swift Drive
Oak Brook, Illinois 60521
Attention: Property Management

Notices shall be deemed effective upon receipt thereof. Rent shall be paid to Landlord at the address set forth in this Article. No successor to Landlord's interest shall be entitled to receive rent payments until Tenant shall have been furnished with (i) a letter signed by the grantor of such interest setting forth the name and address of the person entitled to receive such rent and (ii) a photostatic copy of the deed or other instrument by which such interest passed.

(b) Waiver. The failure of either party to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred shall not be deemed as a waiver or relinquishment for the future of any such provision or option.

(c) Interpretation. All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this license apply in the plural sense where such application is appropriate and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The captions of the articles and sections contained herein are for convenience only and do not define, limit, construe or describe the scope or intent of such articles or sections. If any provision of this Lease shall be held invalid, the validity of the remainder of this Lease shall not be affected thereby.

(d) Exhibits. All exhibits referred to in and attached to this Lease are hereby made a part of this Lease.

(e) Successors. All of the previsions hereof shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

(f) Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Illinois.

(g) Landlord's Authority. This Agreement is entered into by virtue of the home rule authority conferred on Landlord under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois. Execution of this Lease Agreement is authorized by ordinance of the City Council for the City of Chicago passed _____, 1992 (Council Journal of Proceedings, pages _____ through _____).

(h) Tenant's Authority. The signatures of each person signing on behalf of Tenant have been made with complete and full authority to commit Tenant to all terms and conditions of this Lease, including each and every representation, certification and warranty contained herein.

(i) Entire Agreement. This Lease and the Professional Services Agreement referred to in Section 2(a) above constitute the entire agreement of Landlord and Tenant with respect to the subject matter of this Lease and no act or omission of Landlord or Tenant shall alter, change or modify any of the provisions of this Lease. Any alterations, changes and modifications of this Lease shall be effective only when made in writing and executed by authorized officers of Landlord and Tenant.

Executed as of the date first above written.

City of Chicago

By: _____
Commissioner,
Department of Health

_____
Commissioner,
Department of General Services

Approved As To Form And Legality:

By: _____
Assistant Corporation Counsel

Landlord

American Drug Stores, Inc.

By: _____
President

Attest: _____
Secretary

Tenant

[Seal]

[(Sub)Exhibits "A", "B", "C" and "E" attached to this Lease Agreement unavailable at time of printing.]

AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT WITH PETERLIN BUILDING CORPORATION FOR PROPERTY LOCATED AT 9541 SOUTH BALTIMORE AVENUE FOR USE AS PARKING LOT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing renewal of a lease at 9541 South Baltimore Avenue with the Peterlin Building Corporation (Lease No. 20013), 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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, as Lessor, a renewal of lease to Peterlin Building Corporation, as Lessee, for approximately 15,940 square feet of vacant land located at 9541 South Baltimore Avenue for parking of vehicles, such lease to be approved by the Commissioner 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 20016 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

[Exhibit "A" attached to the aforementioned Lease Agreement printed on page 20017 of this Journal.]

Rider attached to the aforementioned Lease Agreement reads as follows:

Rider.

Fifth: In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Asset Manager, Bureau of Asset Management, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611 or at such other place as the Lessor from time to time in writing may appoint. Said notice or demand shall be deemed to have been served at the time a copy is received at said location.

Sixth: 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: Mr. John K. Cole, Vice President, Peterlin Building Corporation, 9651 South Ewing Avenue, Chicago, Illinois 60617.

Seventh: Rental Payment Provisions: Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Hundred Twenty-five and no/100 Dollars ($125.00) per month beginning on the first day of March, 1992 and ending on the 28th day of February, 1997.

Rent is payable in advance on the first day of each month during the term of the lease to Department of Revenue, Warrants for

Collection, City Hall, 121 North LaSalle Street, Room 107, Chicago, Illinois 60602.

Eighth: Lessee shall pay any and all leasehold or use taxes on said premises if levied, within deadlines established by governmental taxing bodies.

Ninth: Lessee shall provide and maintain, at all times, public liability insurance in the amount of $1,000,000 combined single limit. Each liability insurance policy shall name the City of Chicago as an additional insured, and shall provide that the policy may be cancelled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Lessor and cause Lessor to receive a certificate of insurance for said insurance coverage prior to the execution of this lease. Lessee shall renew this annual insurance coverage for each year during the term of this lease, and shall cause Lessor to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to the annual renewal date.

Tenth: Lessee agrees to indemnify and hold the City of Chicago harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from the City of Chicago by reason or on account of damage to the property of the City of Chicago or injury to or death of any person, arising from Lessee's use or occupancy of and operations at said premises including acts of its agents, contractors and subcontractors. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Eleventh: The Lessor may enter the premises and may exercise any or all of the foregoing rights hereby reserved upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with Lessee's conduct of its regular business. In the event of an emergency, an emergency being an event that threatens the immediate life, health or safety of those individuals on the premises and/or an event that will cause the immediate destruction or

substantial damage to the property, the Lessor shall not be required to give Lessee notice prior to entering the premises.

Twelfth: Lessee shall be responsible for all repairs and improvements to the demised premises and shall take possession of demised premises in its present condition.

Thirteenth: Lessee agrees that in utilizing said premises that it shall not discriminate against any member of the public because of race, creed, color or national origin or ancestry, age or handicap.

Fourteenth: Lessee shall use demised premises solely for the parking of trucks and other similar vehicles belonging to or used by the Lessee in operation of and incident to Lessee's business located at 218 East Marquette Road. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and trucks for profit. The promotion and operation of the vacant lot does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Lessee shall not use said premises for political or religious activities.

Fifteenth: 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.

Sixteenth: Lessee shall pay all utility costs associated with the demised premises.

Seventeenth: Lessee agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the premises.

Eighteenth: For any activity which Lessee desires to conduct on the premises in which a license or permit is required, said license or permit must be obtained by Lessee prior to using the premises for such activity. The City of Chicago must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.

Nineteenth: Eminent Domain: If the lot, or any part thereof which includes a substantial part of the premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the term of this lease shall end upon and not before the date when the possession of the part so taken shall be required for such purpose, and without apportionment of the award to or for the benefit of Lessee. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the building or the land, or if the grade of any street or alley adjacent to the building is changed by any competent authority, and such taking, damage or changed grade, makes it necessary to make changes to the lot to conform to the taking, damage or changed grade, Lessor shall have the right to cancel this lease upon not less than one hundred eighty (180) days notice prior to the date of cancellation designated in the notice. In either of the events above referred to, rent at the then current rate shall be apportioned as of the date of the termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation, and the Lessee shall have no right to share in the condemnation award or in any judgment for damages caused by the change of grade, the Lessee being deemed hereby to have assigned to Lessor any right it would have in such award or judgment.

Twentieth: Encumbering Title: Lessee shall not do any act which shall in any way encumber the fee simple estate of Lessor in and to the leased premises, nor shall the interest or estate of Lessor in the leased premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to, or lien upon, the leased premises arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and shall be subject to and subordinate to the paramount title and rights of Lessor in and to the leased premises.

Twenty-First: All improvements excluding trade fixtures that Lessee constructs or installs in demised premises at Lessor's option becomes the property of the Lessor at termination of this lease.

Twenty-Second: Trade Fixtures: Upon the termination of this lease by lapse of time, Lessee may remove Lessee's personal property and equipment other than such personal

property and equipment as are referred to in this section, provided that Lessee shall repair any injury or damage to the leased premises which may result from such removals. If Lessee does not remove Lessee's motorized vehicles, machinery, trade fixtures and all other items of personal property of every kind and description from the leased premises prior to the end of the term, however ended, Lessor may, at its option, remove the same and deliver them to any other place of business of Lessee or warehouse the same, and Lessee shall pay the cost of such removal, including the repair for such removal, delivery and warehousing, to Lessor on demand, or Lessor may treat such property as being conveyed to Lessor with this lease as a bill of sale, without further payment or credit by Lessor to Lessee.

Twenty-third: Severability: If any terms or provisions of this lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby, but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Twenty-fourth: Applicable Law: This lease shall be construed and enforced in accordance with the laws of the State of Illinois.

Twenty-fifth: Cancellation Provisions: Lessor shall have the right to terminate this lease upon thirty (30) days prior written notice to Lessee at the address cited herein. If said cancellation clause is exercised, rental payment under this lease shall be prorated and Lessor shall make any appropriate refund to the Lessee.

Twenty-sixth: In the case of termination of this lease by lapse of time or under any provision contained herein, all additions, extensions, alternations and improvements to and upon the demised property whether made by Lessor or Lessee, shall be and remain the property of Lessor without any obligation whatsoever upon Lessor to pay or allow to Lessee compensation or credit thereof.

Twenty-seventh: Lessee under this lease shall not: (a) assign, sublet 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 other than Lessee and for those purposes specified in the above paragraph,

without, in each and every case obtaining the prior written approval of the Lessor. Such approval shall not be unreasonably withheld.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 3718 -- 3720 WEST IRVING PARK ROAD FOR CHICAGO PUBLIC LIBRARY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing a lease at 3718 -- 3720 West Irving Park Road for the Chicago Public Library (Lease No. 19007), 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:

(Continued on page 20018)

Lease Agreement At 9541 South Baltimore Avenue.

LEASE #20013

This Indenture, Made this ..... day of .....

A. D. 19 ..... Between City of Chicago, a Municipal Corporation

..... party of the first part and Peterlin Building Corporation

9651 South Ewing Avenue, Chicago, Illinois 60617 ..... party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in City of Chicago County of Cook and State of Illinois, known and described as follows:

Three irregular shaped parcels of land under the Chicago Skyway, one with an average width of approximately 130 feet and extending in a northwest southeasterly direction for approximately 120 feet for a total of approximately 15,600 square feet. The second and third parcels having a total of approximately 340 square feet for a total area use of approximately 15,940 square feet (See Exhibit A), parcel of vacant land will be used for trailer storage and is located at 9541 South Baltimore Avenue.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the 1st day of March A. D. 19 92 until the 28th day of February A. D. 19 97. 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:

~~[illegible]~~ For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof.

~~[illegible]~~

SECOND.—That the/~~Lessee~~ examined and knows the condition of said premises; and has received the same in good order and repair, and that ~~they~~ 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 the premises will not be ~~sublet~~ 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 demised 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 untenantable 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 and execution:

By: _____
Peterlin Building Corporation

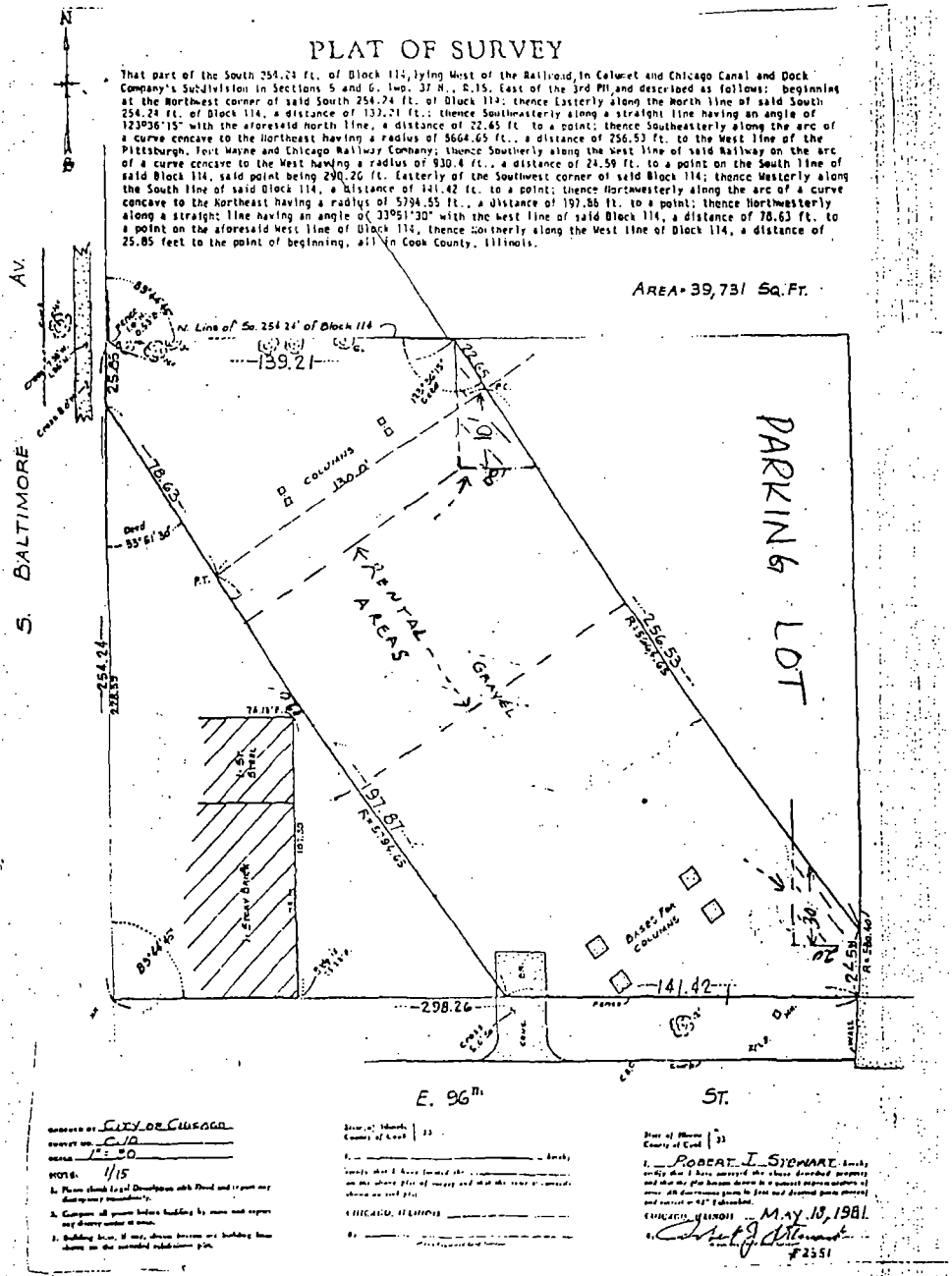
_____
Approved, Assistant Corporation Counsel

By: _____
Commissioner of General Services

By: _____
Asset Manager, Real Estate

9541 South Baltimore Avenue
Peterlin Building Corpc

EXHIBIT "A"



(Continued from page 20015)

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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, as Lessee, a lease from Erich Spitzner, sole owner, as Lessor, for approximately 2,888 square feet of office space located on the ground floor at 3718 -- 3720 West Irving Park Road, for use by the Chicago Public Library, 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 20024 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Lease Agreement 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, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611, 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: Erich Spitzner, 3714 West Irving Park Road, Chicago, Illinois 60618.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand Two Hundred Ninety and no/100 Dollars ($1,290.00) per month for the period beginning on the 1st day of January, 1992 and ending on the 31st day of December, 1993.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Erich Spitzner, 3714 West Irving Park Road, Chicago, Illinois 60618.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide 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 whenever heat shall be necessary for comfortable occupancy of the demised premises other than routine maintenance. Lessor shall be responsible for maintaining plant and equipment in good operable condition.

Provide for air conditioning 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 air conditioning shall be required for comfortable occupancy of the demised premises.

Provide for domestic water and maintain plumbing in good operable condition.

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.

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.

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.

Pay for any asbestos testing or removal from demised premises if necessary.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for air conditioning and maintain electrical fixtures in demised premises.

Provide decorating when necessary to be determined by Lessee.

Pay for heat.

Replace any broken plate glass on 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 wastepaper baskets, replacement of lights bulbs or sweeping of any kind.

Provide and pay for maintenance staff for normal operating and equipment maintenance for heating and air conditioning units. Lessor agrees to assume responsibility for replacement of parts which cost exceeds Five Hundred and no/100 Dollars ($500.00).

Repair any electrical wiring or fixtures that have been installed by Lessee.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by from or through Lessor, its successors or assigns.

Additional clauses to be included in lease:

R-1 In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

R-2 Use of Premises. Lessee shall use and occupy the premises for the use of a library and for no other use or purpose.

R-3 Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in Paragraph R-4 hereof and agrees, for itself, its employees and agents, to comply with the rules and regulations as shall be adopted by Lessor pursuant to Paragraph R-4 of this lease.

R-4 Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to 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 of 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 janitorial service or other services to be provided to Lessee hereunder.

D. In case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, 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.

E. From time to time to make and adopt such reasonable rules and regulations for the protection and welfare of the building and its Lessees and occupants as the Lessor may determine, and the Lessee agrees to abide by all such rules and regulations if not deemed unreasonable for the operation of their business.

R-5 Cancellation Option: Either Lessor or Lessee reserves the right to terminate this lease upon sixty (60) days prior written notice during the term of this lease any time after twelve (12) months from execution of lease.

R-6 Miscellaneous:

A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.

B. The words "Lessor" and "Lessee" whenever used herein shall be construed to mean respectively, Lessor or Lessee, 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, 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 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.

F. Lessor shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any city contract as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 20 NORTH CLARK STREET FOR DEPARTMENT OF AVIATION.

The Committee on Housing and Real Estate submitted the following report:

(Continued on page 20025)

Lease Agreement At 3718 -- 3720 West Irving Park Road.

LEASE—Short Form Lease No. 19007 From C. O. No. 18 Page

This Agreement,

Made this ..... day of .....

A. D. 19 , between Erich Spitzner, sole owner

..... as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do es 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 2,888 square feet of office space located at 3718-20 West Irving Park Road for use by the Chicago Public Library.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1992, and ending on the 31st day of December A. D. 1993. Lessee has the right to terminate this lease upon sixty (60) days prior written notice anytime after twelve (12) months from execution of lease. ~~and the right to renew this lease for a further period of on the same terms and rentals by giving to the Lessor , in either case days' 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 Erich Spitzner, 3714 W. Irving Pk Rd, Chicago, IL 60618 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 authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsiblities 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, loss 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 untenantable 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.

..... Assistant Corporation Counsel.

Approved:

..... Real Estate Agent

Asset Manager

Commissioner of the Chicago Public Library

President of the Chicago Public Library

Erich Spitzner

By.....

Commissioner of General Services

(Continued from page 20023)

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing a lease at 20 North Clark Street for the Department of Aviation (Lease No. 14119), 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Hiro Real Estate Company, as Lessor, for approximately 5,930 square feet of office space on

the 9th floor in Suite 904; 5,165 square feet on the 31st floor in Suite 3150; and 11,525 square feet on the 29th, 30th and 32nd floors for a total of approximately 45,670 square feet of office space located at 20 North Clark Street, Chicago, Illinois 60602, for use by the Department of Aviation, as Lessee, such lease to be approved by the Commissioner of Aviation 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 20031 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to the aforementioned Lease Agreement reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 510 North Peshtigo Court, Room 402, Chicago, Illinois 60611, 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: Collins, Tuttle and Company, Inc., 20 North Clark Street, Suite 1100, Chicago, Illinois 60602.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Sixty-four Thousand Six Hundred Ninety-nine and 16/100 Dollars ($64,699.16) per month for the period beginning on the 1st day of August, 1992 and ending on the 31st day of December, 1993.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Collins, Tuttle and Company, Inc., 20 North Clark Street, Suite 1100, Chicago, Illinois 60602.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs and modifications prior to execution of lease:

Clean Carpet where necessary.

Repair all carpeting on twenty-ninth (29th) floor.

Provide and pay for heat; maintain plant and equipment in good operable condition for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air-conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for window washing of all windows in the demised premises, both inside and out weather permitting, at least once every other month.

Provide and pay for painting or washing of interior walls as frequently as necessary as determined in the sole discretion of lessor to maintain a neat appearance.

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.

Provide and pay for automatic elevator service at times in common with other tenants.

Provide and pay for exterminator service whenever necessary.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of $1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this Lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for nightly custodial services five (5) days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to repair any damages to the building caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the building upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide and pay for twenty-four (24) hour security service.

Have the right at all time or times to either voluntarily or pursuant to governmental requirement, at its own expense, make repairs, alterations or improvements in or to the building or any part thereof, including the premises and during operation, may close entrance doors, corridors, elevators and other facilities and may have access to and open the ceilings, all without any liability to the Lessee by reason of interference, inconvenience or annoyance. If such work should materially reduce the area rented by Lessee, the rent paid by Lessee shall be proportionately reduced. Such work shall be done in such a manner as to cause the least possible interference, inconvenience and annoyance to Lessee.

Have the right to assign its interest in this lease or any part thereof in the exercise of its sole discretion and, upon the written request of Lessor, Lessee shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Lessor, Lessee shall provide any information or certification of the status of this lease reasonably requested by Lessor and Lessee shall execute any memoranda, certificate, attornment or other document in recordable form or otherwise as required by Lessor or to undertake any action reasonably requested by Lessor to evidence the existence of this lease or to effectuate any such assignment of Lessor's interest herein.

Lessee under this lease shall:

Pay for electricity as metered for all normal office uses (excluding air conditioning) within demised premises.

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 so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

In the event the Lessor fails 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 of 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.

For each month or portion thereof that Lessee shall retain possession of the premises or any part thereof after the termination of this lease, whether by lapse of time or otherwise, Lessee shall pay to Lessor the same rent then in effect and such holding over shall not constitute a renewal of this lease. This holdover provision terminates six (6) months from the termination of this lease.

Lessor and Lessee agree that the City of Chicago Lease Number 14094 dated March 8, 1990 and Lease Number 14110 dated October 1, 1990 between Hiro Real Estate, as Lessor, and the City of Chicago as Lessee for approximately 5,156 square feet of office space on the 31st floor in

Suite 3150; 5,930 square feet on the 9th floor in Suite 904; 5,964 square feet on the 24th floor in Suite 2400; and 11,525 square feet on the 30th floor in the building at 20 North Clark Street in Chicago, Illinois are hereby cancelled and terminated as of the date of execution of this lease.

In the event that execution of this lease occurs after July 31, 1992, the Lessor acknowledges and accepts that the per square foot rental rate of Lease Numbers 14094 and 14110 commencing August 1, 1992 will be $17.00 per square foot.

No member of the Department of Aviation 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 2-26.2-12 of this Chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to the City.

AUTHORIZATION FOR EXTENSION OF LEASE AGREEMENT AT 911 NORTH HUDSON AVENUE FOR DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

(Continued on page 20032)

Lease Agreement At 20 North Clark Street.

LEASE—Short Form Lease No. 14119 Form C. O. No. 10 City of Chicago

This Agreement, Made this ..... day of .....

A. D. 19 , between Hiro Real Estate Company

....., as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor 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 5,930 square feet of office space on the 9th floor in Suite 904, 5,165 square feet on the 31st floor in Suite 3150 and 11,525 square feet on the 29th, 30th and 32nd floors for a total of approximately 45,670 square feet of office space located at 20 North Clark STreet for the Department of Aviation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 1992, and ending on the 31st day of December A. D. 1993. Lessee has the right to terminate this lease upon sixty (60) days prior written notice anytime after July 31, 1992.

~~and the right to renew this lease for a further period of~~ ~~on the same terms and rental by giving to the Lessor , in either case days' 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 Collins, Tuttle & Co., Inc., 20 N. Clark St., Suite 1100, Chgo, IL 60602 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 Hereof 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 Hereof and Made a Part Hereof. ~~Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss 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 untenantable 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.

..... Assistant Corporation Counsel.

Approved:

Asset Manager Real Estate Agent.

Commissioner of Aviation

Hiro Real Estate Company's Agent, Collins Tuttle and Company, Inc.

By Department of General Services

(Continued from page 20030)

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing an extension of lease at 911 North Hudson Avenue for the Department of Health (Lease No. 10026), 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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, an extension of lease from the Chicago Housing Authority, as Lessor, for approximately 2,574 square feet

of office space located at 911 North Hudson Avenue, Cabrini-Green Homes, in Apartments 101 and 102, for use by the Department of Health, as Lessee, such extension of 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:

[Extension of Lease immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Extension of Lease attached to this ordinance reads as follows:

Extension Of Lease.

Lease Number 10026.

Whereas, The Chicago Housing Authority and City of Chicago/Department of Health have heretofore entered into the following lease:

911 North Hudson Avenue, Apartments 101 and 102, Cabrini-Green Homes (approximately 2,574 square feet)

; and

Whereas, The parties hereto have agreed to extend the term of said lease at the same rental rate as hereinafter provided;

Now, Therefore, It is hereby agreed by the parties hereto that the above-described lease is extended from July 1, 1992 through June 30, 1997, for a monthly rental of $200.00, all other provisions of said lease to remain in full force and effect.

In Witness Whereof, The parties hereto have affixed their hands and seals this ____ day of _____, 19__.

Approved As To Form And Legality:
(except as to property description and execution):

Chicago Housing Authority

By: _____
Executive Director

_____
Assistant Corporation Counsel

By: _____
Commissioner of Health

By: _____
Asset Manager,
Real Estate Section

By: _____
Commissioner of General Services

AUTHORIZATION FOR EXTENSION OF LEASE AGREEMENT AT 984 NORTH HUDSON AVENUE FOR DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing an

extension of a lease at 984 North Hudson Avenue for the Department of Health (Lease No. 10025), 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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, an extension of lease from the Chicago Housing Authority, as Lessor, for the entire building excluding the basement for approximately 3,040 square feet of office space located at 984 North Hudson Avenue, Cabrini-Green Homes, for use by the Department of Health, as Lessee, such extension of 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:

[Extension of Lease immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Extension of Lease attached to this ordinance reads as follows:

Extension Of Lease.

Lease Number 10025.

Whereas, The Chicago Housing Authority and City of Chicago/Department of Health have heretofore entered into the following lease:

the entire building with the exception of the basement, located at 984 North Hudson Avenue, Cabrini-Green Homes (approximately 3,040 square feet)

; and

Whereas, The parties hereto have agreed to extend the term of said lease at the same rental rate as hereinafter provided;

Now, Therefore, It is hereby agreed by the parties hereto that the above-described lease is extended from July 1, 1992 through June 30, 1997, for a monthly rental of $200.00, all other provisions of said lease to remain in full force and effect.

In Witness Whereof, The parties hereto have affixed their hands and seals this ____ day of _____, 19__.

Approved As To Form And Legality:
(except as to property description and execution)

Chicago Housing Authority

By: _____
Executive Director

Assistant Corporation Counsel

By: Commissioner of Health

By: Asset Manager, Real Estate Section

By: Commissioner of General Services

AUTHORIZATION FOR EXTENSION OF LEASE AGREEMENT AT 37 WEST 47TH STREET FOR DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 27, 1992.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance submitted by the Department of General Services authorizing an extension of a lease at 37 West 47th Street for the Department of Health (Lease No. 10022) 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, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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, an extension of lease from the Chicago Housing Authority, as Lessor, for approximately 4,285 square feet of space on the first floor in the east wing of the Community Building at the Robert Taylor Homes located at 37 West 47th Street for use by the Department of Health, as Lessee, such extension of 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:

[Extension of Lease immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Extension of Lease attached to this ordinance reads as follows:

Extension Of Lease.

Lease Number 10022.

Whereas, The Chicago Housing Authority and City of Chicago/Department of Health have heretofore entered into the following lease:

a portion of the first floor in the Community Building at Robert Taylor Homes, east wing, 37 West 47th Street (approximately 4,285 square feet)

; and

Whereas, The parties hereto have agreed to extend the term of said lease at the same rental rate as hereinafter provided;

Now, Therefore, It is hereby agreed by the parties hereto that the above-described lease is extended from July 1, 1992 through June 30, 1997, for a monthly rental of $250.00, all other provisions of said lease to remain in full force and effect.

In Witness Whereof, The parties hereto have affixed their hands and seals this ____ day of _____, 19__.

Approved As To Form And Legality:
(except as to property description and execution)

Chicago Housing Authority

By: _____
Executive Director

_____
Assistant Corporation Counsel

By: _____
Commissioner of Health

By: _____
Asset Manager,
Real Estate Section

By: _____
Commissioner of General Services

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 4, SECTION 280 OF MUNICIPAL CODE OF CHICAGO REGARDING PROCEDURE FOR REVOCATION AND SUSPENSION OF LICENSES.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance, transmitted by Winston Mardis, Director, Mayor's License Commission, amending Section 4-4-280 of the Municipal Code of Chicago relating to the procedure for the revocation and suspension of licenses, begs leave to recommend that Your Honorable Body *Pass* the 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) JESSE J. EVANS,
Vice 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 4-4-280 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-4-280 License Revocation.

The mayor shall have the power to *fine a licensee, or* suspend or revoke any license issued under the provisions of this code for good and sufficient cause or if he determines that the licensee shall have violated any of the provisions of this code or any of the statutes of the state. However, no such license shall be so revoked or suspended except after a public hearing first having given five days written notice of said hearing to the licensee affording the licensee an opportunity to appear and defend. The public hearing shall be held before a license commissioner appointed by the mayor who shall report his findings to the mayor.

The mayor shall have the right to authorize the examination of the books and records of any licensee upon whom notice of a public hearing has been served.

If the mayor shall determine after such hearing that the license should be revoked or suspended, within [15] *60* days he shall state the reason or reasons for such determination in a written order of revocation or suspension and shall serve a copy of such order upon the licensee.

If the mayor determines that a fine is an appropriate penalty, the amount of the fine shall not exceed the fine imposed in the chapter creating the subject license. If no fine is specified in that chapter, the fines specified in this chapter shall apply.

Whenever it shall appear from the books or records kept by the city clerk, director of revenue, or city comptroller that any person holding any license, permit, or any kind of privilege granted by the city has failed to pay the amount due thereon, the city clerk, director or revenue or city comptroller, as the case may be, shall report the fact to the mayor, and the mayor may revoke such license, permit or privilege.

SECTION 2. This ordinance is intended to ratify prior actions of the Mayor in suspending and revoking licenses and imposing fines on licensees for cause, and shall apply to all cases in which licenses have been revoked or suspended, or a licensee fined, within 60 days of the conclusion of a hearing required by Section 4-4-280 of the Municipal Code of Chicago and its predecessors.

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

AMENDMENT OF TITLE 4 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW CHAPTER 34 REGULATING OPERATION OF BICYCLE MESSENGER SERVICES IN CENTRAL BUSINESS AREA.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance transmitted by Mayor Richard M. Daley (which was referred on November 6, 1991), amending Title 4 of the Municipal Code of Chicago to regulate bicycle messengers in the central business area, begs leave to recommend that Your Honorable Body *Pass* the proposed amended substitute ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) JESSE J. EVANS
Vice Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The use of bicycles for delivery purposes has increased greatly in the past few years, especially in the downtown area; and

WHEREAS, A four year study conducted by the City's Bureau of Traffic Engineering has revealed the occurrence of 146 traffic accidents in the Loop involving bicycles; and

WHEREAS, The City Council has determined that the regulation of the use of bicycles for delivery purposes in the Central Business Area is necessary for the protection of the safety and welfare of the public; now, therefore,

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Chapter 4-34 to read as follows:

4-34-010.

For the purposes of this chapter, unless the context clearly requires otherwise:

"Central Business Area" means the area bounded by a line as follows: beginning at the easternmost point of Division Street extended to Lake Michigan; then west on Division Street to LaSalle Street; then south on LaSalle Street to Chicago Avenue; then west on Chicago Avenue to Halsted Street; then south on Halsted Street to Roosevelt Road; then east on Roosevelt Road to its easternmost point extended to Lake Michigan.

"Bicycle messenger services" means the delivery by bicycle for hire of packages, parcels, food, papers or any other items on behalf of any commercial, industrial, governmental, charitable or other enterprise.

"Bicycle" includes any vehicle defined in Section 9-120-010 and any other vehicle that would be included within such definition but for the size of the vehicle's wheels.

"Bicycle operator" means a person who makes deliveries by bicycle on behalf of a bicycle messenger service.

"Person" includes any natural person, corporation, firm, partnership, joint venture, association or other entity.

"Commissioner" means the commissioner of consumer services.

4-34-020.

(a) No person shall engage in the occupation of providing bicycle messenger services within the Central Business Area without having secured a license issued under this chapter. The license shall be in addition to any other license required by law.

(b) This section shall not apply to a person who provides bicycle messenger services exclusively for himself or herself, or for his or her employer. This section shall, however, apply to a person who provides bicycle messenger services as an independent contractor for any person other than pursuant to a contract with a person with a license issued under this chapter.

4-34-030.

The annual fee for a license issued under this chapter shall be $70 and shall not be prorated. The license period shall begin September 1 of each year and end August 31 of the following year.

4-34-040.

Application for a bicycle messenger service license shall be made in writing to the director of revenue or his or her designee on a form provided by the director and signed and sworn to by the applicant or, if the applicant is a corporation, by its authorized agent. The director of revenue shall forward copies of each application to the commissioner, who may advise the director as to whether the application meets the requirements of this ordinance. Each application shall contain:

(a) The full name, residence and business address and the business telephone number of the applicant;

(b) If the applicant is a corporation:

(1) The corporate name and business of the applicant;

(2) The date and state of incorporation; and

(3) The names, residence addresses and residence telephone numbers of the corporate officers and its registered agent;

(c) If the applicant is a partnership:

(1) The name and business address and telephone number of the principal office or place of business of the applicant;

(2) The names, residence addresses and residence telephone numbers of all partners; and

(3) The name, address and telephone number of a person authorized to receive notices issued pursuant to this chapter.

Each corporate applicant for a bicycle messenger license shall be organized and qualified to do business under the laws of the State of Illinois.

4-34-050.

(a) Each applicant for a bicycle messenger service license shall provide proof that the applicant and each bicycle operator engaged by him has insurance coverage in the following minimum amounts:

(1) $50,000 for property damages;

(2) $50,000 for injuries to or death of any one person; and

(3) $100,000 for injuries to or death of more than one person in any one accident.

In addition, Worker's Compensation coverage must be provided as required by State law.

(b) Any insurance policy required by this section must be in a form satisfactory to the commissioner and must provide that the policy will not be canceled and the amount of coverage will not be changed unless 60 days prior written notice is given to the commissioner.

4-34-060.

Every licensee shall maintain records of all bicycle operators operating on the licensee's behalf. The records shall include the name and address of each bicycle operator and the identification number or letters required under Section 4-34-070 for each operator. The identification number or letters assigned to a bicycle operator shall not be assigned to or used by any other operator unless such transfer is necessary because of a change in employment status. The records required by this section shall be made available to the commissioner at his or her request, and shall be maintained for at least two years.

4-34-070.

(a) Every licensee shall supply each bicycle operator operating on the licensee's behalf: (a) a safety helmet meeting nationally recognized safety requirements; and (b) a safety vest or other garment of a bright color, prominently displaying the name of the licensee in letters at least 1½ inches high, and a number or letters or a combination thereof at least 4 inches high which, in conjunction with the displayed name of the licensee will form a unique combination permitting identification of the bicycle operator. All letters and numbers shall be of a color contrasting with the background of the garment. The identification number or letters required by this paragraph shall also appear on the bicycle in accordance with rules and regulations promulgated by the commissioner.

(b) The operation of a bicycle in the Central Business Area on behalf of any licensee without the equipment required by this section is a violation of this section and shall create a rebuttable presumption that the licensee has violated this section.

4-34-080.

(a) Every licensee shall issue to each bicycle operator an identification card containing at least the following information:

(1) The bicycle operator's name;

(2) The bicycle operator's identification number or letters that he is required to wear pursuant to Section 4-34-070;

(3) The licensee's name, business address, telephone number and bicycle messenger service license number; and

(4) The name of the insurance company that has issued the insurance policy required under Section 4-34-040 and the policy number of such policy.

The identification card must also display a clear photograph of the bicycle operator.

(b) No bicycle operator may operate a bicycle within the Central Business Area on behalf of any licensee without having on his person an identification card meeting the requirements of subsection (a). Any such person must permit a City employee who has the responsibility to enforce this chapter to examine such card whenever the City employee in the course of his or her duties asks the person to do so. The failure of a bicycle operator to comply with this section shall create a rebuttable presumption that the licensee has violated this section.

4-34-090.

The commissioner may, after giving notice and an opportunity to be heard, revoke or suspend the license of and/or impose a fine not exceeding $500 upon any licensee who violates any provision of this chapter or rules or regulations adopted pursuant to this chapter. Before any revocation, suspension or fine is imposed, the licensee shall be notified by mail of the specific charges against him and the date of his or her scheduled hearing. If, after the hearing, the commissioner determines that a violation has occurred, the commissioner shall enter an order revoking or suspending the license and/or imposing a fine. An order imposing a revocation, suspension or fine may be appealed by the licensee to the mayor's license commission. Hearings held under this section shall be conducted in substantially the same manner as those which are conducted pursuant to Chapters 9-104 and 9-112 of this Code. Any person whose license is revoked under this chapter shall be ineligible to receive another license under this chapter for a one year period following revocation.

4-34-100.

The commissioner shall have the authority to promulgate rules and regulations necessary or desirable for the administration of this chapter.

4-34-110.

The commissioner and the director of revenue shall have the authority to administer and enforce this chapter. The department of police shall have the authority to enforce the safety related provisions of this chapter and all traffic laws, ordinances, rules and regulations as they apply to bicycle messenger operators.

4-34-120.

Any person who is found guilty of violating this chapter shall be subject to a fine of not less than $25 and not more than $500 for each such violation. However, any person found guilty of violating this chapter by engaging in the occupation of providing bicycle messenger services in the Central Business Area without a license required by this chapter shall be subject to a minimum fine of $100. Each day that any violation shall continue shall be deemed a separate and distinct offense. A second or subsequent intentional violation of this chapter committed within 12 months after a previous conviction under this chapter may be punished as a misdemeanor by a fine of up to $500, or a period of incarceration not exceeding seven days or community service, or any combination thereof, pursuant to Section 1-2-1.1 of the Illinois Municipal Code.

SECTION 2. This ordinance shall take effect 60 days after its passage and publication.

AMENDMENT OF TITLE 4, CHAPTER 172 OF MUNICIPAL CODE OF CHICAGO BY REPEALING PARAGRAPHS 020(d)(5) AND 020(e)(4) WHICH PROHIBITED ISSUANCE OF LIQUOR LICENSES WITHIN SPECIFIED AREAS OF TWENTY-FIRST WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Jesse Evans (which was referred on June 17, 1992), amending Chapter 4-172 of the Municipal Code of Chicago by deleting existing Paragraphs 4-172-020(d)(5) and (e)(4), begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) JESSE J. EVANS,
Vice Chairman.

On motion of Alderman Evans, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 by deleting Paragraphs 4-172-020(d)(5) and 4-172-020(e)(4) in their entirety.

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

AMENDMENT OF TITLE 4, CHAPTER 172 OF MUNICIPAL CODE OF CHICAGO BY REPEALING PARAGRAPH 020(d)(11) WHICH PROHIBITED ISSUANCE OF LIQUOR LICENSES WITHIN SPECIFIED AREAS OF THIRTY-SEVENTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Percy Giles (which was referred on June 17, 1992), amending Chapter 4-172-020 of the Municipal Code of Chicago by deleting existing Paragraph 4-172-020(d)(11), begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) JESSE J. EVANS,
Vice Chairman.

On motion of Alderman Evans, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 4-172-020 of the Municipal Code of Chicago is hereby amended by deleting existing Paragraph 4-172-020(d)(11).

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

AMENDMENT OF TITLE 4, CHAPTER 172, SUBSECTIONS 020(d) AND (e) OF MUNICIPAL CODE OF CHICAGO BY PROHIBITING ISSUANCE OF NEW LIQUOR LICENSES AND ALCOHOLIC PACKAGE GOODS LICENSES WITHIN SPECIFIED AREAS OF TWENTY-FOURTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Jesse Miller (which was referred on June 17, 1992), amending Chapter 4-172, Subsections 4-172-020 (d) and (e), prohibiting the issuance of licenses for the sale of alcoholic liquor for consumption on premises and prohibiting the issuance of licenses for the sale of alcoholic package goods in specified areas of the 24th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) JESSE J. EVANS,
Vice Chairman.

On motion of Alderman Evans, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 4-172-020 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new paragraph within subsection (d), in proper numerical sequence, 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:

* * * * *

In the area bounded by a line beginning at the intersection of South Sacramento Boulevard and West Harrison Street; thence south on South Sacramento Boulevard, South Sacramento Drive and South Marshall Boulevard to West Cermak Road; thence west on West Cermak Road to South Kolin Avenue; thence south on South Kolin Avenue to the C.B. & Q. Railway; thence southwest along the C.B. & Q. Railway to the Belt Railway (city limits); thence north along the Belt Railway (city limits) to West Fifth Avenue; thence northeast on West Fifth Avenue to South Pulaski Road; thence south on South Pulaski Road to the B. & O. C.T. Railway; thence east along the B. & O. C.T. Railway to South Independence Boulevard; thence north on South Independence Boulevard to West Arthington Street; thence east on West Arthington Street to South Central Park Boulevard; thence north on South Central Park Boulevard to West Harrison Street; thence east on West Harrison Street to the place of beginning; but excepting from the foregoing area that portion bounded on the north by the south side of West Arthington Street, on the west by the east side of South Homan Avenue, on the south by the north side of West Roosevelt Road, and on the east by the west side of South Kedzie Avenue; and also excepting from said area that portion bounded on the north by the south side of West Roosevelt Road, on the west by the east side of South St. Louis Avenue, on the south by the north side of West 12th Place, and on the east by the west side of South Homan Avenue.

* * * * *

SECTION 2. Section 4-172-020 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new paragraph within subsection (e), in proper numerical sequence, as follows:

4-172-020. (e) No package goods license shall be issued for any premises within the following areas:

* * * * *

In the area bounded by a line beginning at the intersection of South Sacramento Boulevard and West Harrison Street; thence south on South Sacramento Boulevard, South Sacramento Drive and South Marshall Boulevard to West Cermak Road; thence west on West Cermak Road to South Kolin Avenue; thence south on South Kolin Avenue to the C.B. & O. Railway; thence southwest along the C.B. & O. Railway to the Belt Railway (city limits); thence north along the Belt Railway (city limits) to

West Fifth Avenue; thence northeast on West Fifth Avenue to South Pulaski Road; thence south on South Pulaski Road to the B. & O. C.T. Railway; thence east along the B. & O. C.T. Railway to South Independence Boulevard; thence north on South Independence Boulevard to West Arthington Street; thence east on West Arthington Street to South Central Park Boulevard; thence north on South Central Park Boulevard to West Harrison Street; thence east on West Harrison Street to the place of beginning; but excepting from the foregoing area that portion bounded on the north by the south side of West Arthington Street, on the west by the east side of South Homan Avenue, on the south by the north side of West Roosevelt Road, and on the east by the west side of South Kedzie Avenue; and also excepting from said area that portion bounded on the north by the south side of West Roosevelt Road, on the west by the east side of South St. Louis Avenue, on the south by the north side of West 12th Place, and on the east by the west side of South Homan Avenue.

* * * * *

SECTION 3. Nothing in this ordinance shall affect or limit the right to renew existing licenses within the areas described in Sections 1 and 2, or prevent the issuance of a license to an otherwise qualified applicant for premises within the areas described in Sections 1 and 2, if the application was filed prior to passage of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF TITLE 4, CHAPTER 172, SUBSECTIONS 020(d) AND (e) OF MUNICIPAL CODE OF CHICAGO BY PROHIBITING ISSUANCE OF NEW LIQUOR LICENSES AND ALCOHOLIC PACKAGE GOODS LICENSES ALONG PORTION OF WEST MADISON STREET WITHIN TWENTY-SEVENTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Rickey Hendon (which was referred on June 17, 1992), amending Chapter 4-172, Subsections 4-172-020(d) and (e), restricting the issuance of licenses for the sale of alcoholic liquor for consumption on premises and restricting the issuance of licenses for the sale of alcoholic package goods in specified areas of the 27th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) JESSE J. EVANS
Vice Chairman.

On motion of Alderman Evans, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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. Subsection 4-172-020(d) of the Municipal Code of Chicago, as amended by an ordinance passed by the City Council on March 25, 1992, and published on pages 14092 -- 14093 of the Journal of Proceedings of the City Council of said date, is hereby amended by deleting the language bracketed and inserting 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:

* * * * *

On West Madison Street (both sides), from [Oakley Boulevard] *Leavitt Street* to California Avenue.

* * * * *

SECTION 2. Subsection 4-172-020(e) of the Municipal Code of Chicago, as amended by an ordinance passed by the City Council on March 25, 1992, and published on pages 14092 -- 14093 of the Journal of Proceedings of the City Council of said date, is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-172-020.

* * * * *

(e) No package goods license shall be issued for any premises within the following areas

* * * * *

On West Madison Street (both sides), from [Oakley Boulevard] *Leavitt Street* to California Avenue;

* * * * *

SECTION 3. Nothing in this ordinance shall affect or limit the right to renew existing licenses within the areas described in Sections 1 and 2, or

prevent the issuance of a license to an otherwise qualified applicant for premises within the areas newly added to Subsections 4-172-020(d) and (e) as a result of the passage of this ordinance, if the application was filed prior to passage of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF TITLE 4, CHAPTER 172, SUBSECTIONS 020(d) AND (e) OF MUNICIPAL CODE OF CHICAGO BY PROHIBITING ISSUANCE OF NEW LIQUOR LICENSES AND ALCOHOLIC PACKAGE GOODS LICENSES ALONG PORTION OF WEST WARREN BOULEVARD WITHIN TWENTY-SEVENTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Rickey Hendon (which was referred on June 17, 1992), amending Chapter 4-172, Subsections 4-172-020(d) and (e), restricting the issuance of licenses for the sale of alcoholic liquor for consumption on premises and restricting the issuance of licenses for the sale of alcoholic package goods in specified areas of the 27th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) JESSE J. EVANS,
Vice Chairman.

On motion of Alderman Evans, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 4-172-020 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new paragraph within subsection (d), in proper numerical sequence, 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:

* * * * *

On West Warren Boulevard (both sides) from South California Avenue to South Leavitt Street.

SECTION 2. Section 4-172-020 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as a new paragraph in subsection (e), in proper numerical sequence, as follows:

4-172-020.

* * * * *

(e) No package goods license shall be issued for any premises within the following areas:

* * * * *

On West Warren Boulevard (both sides) from South California Avenue to South Leavitt Street.

SECTION 3. Nothing in this ordinance shall affect or limit the right to renew existing licenses within the areas described in Sections 1 and 2, or prevent the issuance of a license to an otherwise qualified applicant for premises within the areas described in Sections 1 and 2, if the application was filed prior to passage of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF TITLE 4, CHAPTER 172, SUBSECTIONS 020(d) AND (e) OF MUNICIPAL CODE OF CHICAGO BY PROHIBITING ISSUANCE OF NEW LIQUOR LICENSES AND ALCOHOLIC PACKAGE GOODS LICENSES ALONG PORTION OF SOUTH WESTERN AVENUE WITHIN TWENTY-SEVENTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Rickey Hendon (which was referred on June 17, 1992), amending Chapter 4-172, Subsections 4-172-020(d) and (e), restricting the issuance of licenses for the sale of alcoholic liquor for consumption on premises and restricting the issuance of licenses for the sale of alcoholic package goods in specified areas of the 27th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) JESSE J. EVANS,
Vice Chairman.

On motion of Alderman Evans, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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. Subsection 4-172-020(d) of the Municipal Code of Chicago, as amended by an ordinance passed by the City Council on March 25, 1992, and published on pages 14094 -- 14095 of the Journal of Proceedings of the City Council of said date, is hereby amended by deleting the language bracketed and inserting 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:

* * * * *

On [the west side of] South Western Avenue *(both sides)*, from [Congress Parkway] *Lake Street* to Flournoy Street.

* * * * *

SECTION 2. Subsection 4-172-020(e) of the Municipal Code of Chicago, as amended by an ordinance passed by the City Council on March 25, 1992, and published on pages 14094 -- 14095 of the Journal of Proceedings of the City Council of said date, is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

4-172-020.

* * * * *

(e) No package goods license shall be issued for any premises within the following areas:

* * * * *

On [the west side of] South Western Avenue *(both sides)*, from [Congress Parkway] *Lake Street* to Flournoy Street.

* * * * *

SECTION 3. Nothing in this ordinance shall affect or limit the right to renew existing licenses within the areas described in Sections 1 and 2, or

prevent the issuance of a license to an otherwise qualified applicant for premises within the areas newly added to Subsections 4-172-020(d) and (e) as a result of the passage of this ordinance, if the application was filed prior to passage of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF TITLE 4, CHAPTER 172, SUBSECTION 020(e) OF MUNICIPAL CODE OF CHICAGO BY PROHIBITING ISSUANCE OF NEW ALCOHOLIC PACKAGE GOODS LICENSES WITHIN SPECIFIED AREAS OF FORTY-NINTH WARD.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Joseph Moore (which was referred on June 17, 1992), amending Chapter 4-172, Subsection 4-172-020(e), prohibiting the issuance of licenses for the sale of alcoholic package goods in specified areas of the 49th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) JESSE J. EVANS,
Vice Chairman.

On motion of Alderman Evans, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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. Paragraph 4-172-020(e)(8) of the Municipal Code of Chicago is hereby amended by deleting the language bracketed, as follows:

4-172-020.

* * * * *

(e) No package goods license shall be issued for any premises within the following areas:

* * * * *

(8) In the area bounded by a line beginning at the intersection of the north city limits and Lake Michigan; thence west on the north city limits to North Ridge Boulevard; thence southeast on North Ridge Boulevard to West Touhy Avenue; thence east on West Touhy Avenue to North Wolcott Avenue; thence south on North Wolcott Avenue to West Estes Avenue; thence west on West Estes Avenue to North Damen Avenue; thence south on North Damen Avenue to West Greenleaf Avenue; thence east on West Greenleaf Avenue to North Wolcott Avenue; thence south on North Wolcott Avenue to West Lunt Avenue; thence west on West Lunt Avenue to North Ridge Boulevard; thence southeast on North Ridge Boulevard to West Farwell Avenue; thence

east on West Farwell Avenue to North Wolcott Avenue; thence south on North Wolcott Avenue to West Pratt Boulevard; thence east on West Pratt Boulevard to North Ravenswood Avenue; thence north on North Ravenswood Avenue to West Farwell Avenue; thence east on West Farwell Avenue to North Clark Street; thence south on North Clark Street to West Pratt Boulevard; thence east on West Pratt Boulevard to North Ashland Avenue; thence south on North Ashland Avenue to West Schreiber Avenue; thence west on West Schreiber Avenue to North Clark Street; thence south on North Clark Street to West Hood Avenue; thence east on West Hood Avenue to North Glenwood Avenue; thence south on North Glenwood Avenue to West Elmdale Avenue; thence east on West Elmdale Avenue to North Magnolia Avenue; thence south on North Magnolia Avenue to West Thorndale Avenue; thence east on West Thorndale Avenue to North Broadway; thence north on North Broadway to West Granville Avenue; thence east on West Granville Avenue to Lake Michigan; thence north on Lake Michigan to the place of beginning; provided, however, that the area bounded on the north by the south side of West Howard Street, between North Clark Street and the C.T.A. elevated tracks, on the east by the C.T.A. elevated tracks between West Howard Street and North Rogers Avenue, on the south by the north side of North Rogers Avenue between North Clark Street and the C.T.A. elevated tracks, and on the west by the east side of North Clark Street, between North Rogers Avenue and West Howard Street, is expressly excluded and not be made subject to the prohibition of this subsection; [and provided further that this Paragraph 4-172-020(e)(8) shall expire and have no effect on and after August 1, 1992;].

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

COMMITTEE ON POLICE AND FIRE.

AMENDMENT OF TITLE 8, CHAPTER 8, SUBSECTIONS 060(d) AND (e) OF MUNICIPAL CODE OF CHICAGO TO ALLOW SEIZURE AND IMPOUNDMENT OF VEHICLES USED OR SUSPECTED OF BEING USED FOR PURPOSES OF SOLICITATION AND/OR COMMISSION OF PROSTITUTION.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1992.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on July 28, 1992, and having had under consideration a proposed substitute ordinance introduced by Alderman Hendon (27th Ward) for an amendment of Title 8, Chapter 8, Subsections 060(d) and (e) of the Municipal Code of Chicago, setting penalties for acts of engaging prostitutes on the public way, begs leave to recommend that Your Honorable Body *Pass* the said proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The problem of prostitution and related offenses in cities is one of the most persistent facing law enforcement officers; and

WHEREAS, Many persons who patronize or solicit prostitutes do so while in motor vehicles; and

WHEREAS, There is a need to impose more effective sanctions against prostitution and related offenses; and

WHEREAS, Because of limited availability of prison space, most persons convicted of prostitution and related offenses are subjected to a fine but not to a term of incarceration; and

WHEREAS, These fines are often not collected because of the difficulty in locating offenders and their property; and

WHEREAS, In order to further discourage prostitution and related offenses, it is therefore necessary to implement a system whereby the City will be able to ensure enforcement of sanctions against persons who use or permit others to use their motor vehicles for such offenses, by seizing and impounding those vehicles; now, therefore,

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

SECTION 1. Section 8-8-060 of the Municipal Code of Chicago is hereby amended be relettering subsection (d) as subsection (e), and by inserting a new subsection (d) to read as follows:

8-8-060.

* * * * *

(d)(1) A motor vehicle that is used, with the knowledge of the owner of record, in the violation of this section or Section 8-8-050, or in the commission of prostitution as defined in Section 11-14 of the Criminal Code of 1961, soliciting for a prostitute as defined in Section 11-15 of such Code, soliciting for a juvenile prostitute as defined in Section 11-15.1 of such Code, patronizing a prostitute as defined in Section 11-18 of such Code, or patronizing a juvenile prostitute as defined in Section 11-18.1 of such Code, shall be subject to seizure and impoundment under this subsection. The owner of record of such vehicle shall be liable to the City for a penalty of $500 in addition to fees for the towing and storage of the vehicle.

(2) Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the City or its agents. When the vehicle is towed, the police officer shall notify the person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of

the vehicle owner's right to request a preliminary hearing to be conducted under this section.

(3) Whenever the owner of a vehicle seized pursuant to this section requests a preliminary hearing within 12 hours after the seizure, a hearing officer of the City shall conduct such preliminary hearing within 24 hours after the seizure. All interested persons shall be given a reasonable opportunity to be heard at the preliminary hearing. The formal rules of evidence will not apply at the hearing, and hearsay evidence shall be admissible. If, after the hearing, the hearing officer determines that there is probable cause to believe that the vehicle was used with the knowledge of the owner in the commission of any crime described in Paragraph (1), the hearing officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle posts with the City a cash bond in the amount of $500 plus fees for towing the vehicle. If the hearing officer determines that there is no such probable cause, the vehicle will be returned without penalty or other fees.

(4) Within 10 days after a vehicle is seized and impounded pursuant to this section, the City shall notify by certified mail, return receipt requested, the owner of record of the date, time and location of a hearing that will be conducted pursuant to this section. The hearing shall be conducted no later than 30 days after the vehicle was seized. All interested persons shall be given a reasonable opportunity to be heard at the hearing. If, after the hearing, the hearing officer determines by a preponderance of evidence that the vehicle was used with the knowledge of the owner in the commission of any of the violations described in Paragraph (a), the hearing officer shall enter an order requiring the vehicle to continue to be impounded until the owner pays a penalty of $500 plus fees for towing and storage of the vehicle. The penalty and fees shall be a debt due and owing the City. However, if a cash bond has been posted the bond shall be applied to the penalty. If the hearing officer determines that the vehicle was not knowingly used in such a violation, he or she shall order the return of the vehicle or cash bond.

(5) Any motor vehicle that is not reclaimed within 30 days after the expiration of the time during which the owner of record may seek judicial review of the City's action under this section, or the time at which a final judgement is rendered in favor of the City, may be disposed of as an unclaimed vehicle as provided by law. As used in this section, the "owner of record" of a vehicle means the record title holder.

(6) Fees for towing and storage of a vehicle under this section shall be the same as those charged pursuant to Chapter 9-96 of this code.

SECTION 2. To the extent practicable, revenues generated as a result of the impoundment program described in Section 1 hereof (in excess of costs of administration and towing and storage of vehicles) shall be allocated to

programs for the prevention of prostitution, including employment training programs, subject to the approval of the City Council in the annual appropriation ordinance.

SECTION 3. This ordinance takes effect 30 days after its passage and publication.

AMENDMENT OF TITLE 8, CHAPTER 24, SECTION 025 OF MUNICIPAL CODE OF CHICAGO BY ALLOWING LICENSED SECURITY GUARDS EMPLOYED BY ARMORED CARRIERS OR MOBILE CHECK CASHING SERVICES TO POSSESS CERTAIN ASSAULT AMMUNITION.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1992.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on July 28, 1992, and having had under consideration an amended ordinance amending Title 8, Chapter 24, Section 025 of the Municipal Code of Chicago, introduced by Superintendent of Police Matt L. Rodriguez, authorizing security guards working for armored carriers or mobile check cashing services to possess ammunition magazines with a fifteen round capacity, begs leave to recommend that Your Honorable Body *Pass* the said proposed amended 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 8-24-025(a) of the Municipal Code of Chicago is hereby amended by adding the language in italics, as follows:

8-24-025.

(a) No person shall sell, offer or display for sale, give, lend, transfer ownership of, acquire or possess any assault weapon or assault ammunition. This section shall not apply to any officer, agent, or employee of this or any other municipality or state or of the United States, members of the armed forces of the United States or the organized militia of this or any other state, and peace officers as defined in this code to the extent that any such person is otherwise authorized to acquire or possess an assault weapon or assault ammunition and is acting within the scope of his or her duties. *In addition, this section shall not apply to the acquisition or possession of assault ammunition by persons employed to provide security for armored carriers or mobile check cashing services while in the course of such duties, while commuting directly to or from the person's place of employment within one hour of departure from home or place of employment, and while at the person's home, if the assault ammunition (1) is acquired or possessed for use with a weapon that the person has been authorized to carry under Section 28 of the Illinois Private Detective, Private Alarm and Private Security Act of 1983; and (2) consists of an ammunition magazine that has a capacity of 15 or fewer rounds of ammunition.*

SECTION 2. This ordinance shall take effect upon its passage.

SUPERINTENDENT OF POLICE URGED TO PLACE STAR 13453 IN HONORED STAR CASE.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1992.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on July 28, 1992, and having had under consideration a proposed resolution introduced by former Alderman Kellam (18th Ward) and former Alderman Sheahan (19th Ward) urging the then Police Superintendent Leroy Martin to place Star 13453 in the Honored Star Case in memory of Police Officer Martin P. Clarke who died in the line of duty, begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Martin P. Clarke, a Chicago Police Officer, was fatally injured in an automobile accident on August 24,1984; and

WHEREAS, Officer Clarke was on routine patrol within the 12th District when his police vehicle was struck broadside; and

WHEREAS, As a result of the impact, Officer Clarke was thrown from the patrol car and killed instantly; and

WHEREAS, Martin Clarke, a police officer for less than two years, made the ultimate sacrifice for the City that he loved so dearly; and

WHEREAS, In honor of the memory of Martin Clarke, the Chicago Police Department should place Star Number 13453 in the Honored Star Case at the James J. Reardon Police Headquarters; now, therefore,

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

That the Superintendent of the Chicago Police Department is hereby directed to place Star Number 13453 in the Honored Star Case in memory of Police Officer Martin P. Clarke, who unselfishly gave his life in protecting the citizens of this great City.

Failed To Pass -- AMENDMENT OF TITLE 8, CHAPTER 8, SECTION 060 OF MUNICIPAL CODE OF CHICAGO BY ADDING NEW SUBSECTION (d) TO IMPOSE FINES AND PENALTIES FOR RESPONDING TO OR SOLICITING OFFERS FOR PROSTITUTION FROM MOTOR VEHICLES.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1992.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on July 28, 1992, and having had under consideration a proposed substitute

ordinance introduced by Alderman Hendon (27th Ward) and Alderman Burrell (29th Ward) amending Title 8, Chapter 8, Section 060 of the Municipal Code of Chicago which would add thereto a new subsection, to be known as subsection (d), to impose specified fines for persons found guilty of responding to or soliciting offers of prostitution from any motor vehicle, begs leave to recommend that Your Honorable Body *Do Not Pass* the said proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed substitute ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

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

Nays -- None.

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

Said substitute ordinance, which failed to pass, reads as follows:

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

SECTION 1. Section 8-8-060 of the Municipal Code of Chicago is hereby amended by relettering subsection (d) as subsection (e), and by inserting a new subsection (d) to read as follows:

8-8-060.

(d) (1) A motor vehicle that is used, with the knowledge of the owner of record, in the violation of this section or Section 8-8-050, or in the commission of prostitution as defined in Section 11-14 of the Criminal Code of 1961, soliciting for a prostitute as defined in Section 11-15 of such Code, soliciting for a juvenile prostitute as defined in Section 11-15.1 of such Code, patronizing a prostitute as defined in Section 11-18 of such Code, or patronizing a juvenile prostitute as defined in Section 11-18.1 of such Code, shall be subject to seizure and impoundment under this subsection. The owner of record of such vehicle shall be liable to the City for a fee of $872.

(2) Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the City or its agents. When the vehicle is towed, the police officer shall notify the person who is found to be in control of the vehicle at the time of the alleged violation, if there is such a person, of the fact of the seizure and of the vehicle owner's right to request a preliminary hearing to be conducted under this section.

(3) Whenever the owner of a vehicle seized pursuant to this section requests a preliminary hearing within 12 hours after the seizure, a hearing officer of the City shall conduct such preliminary hearing within 24 hours after the seizure. All interested persons shall be given a reasonable opportunity to be heard at the preliminary hearing. The formal rules of evidence will not apply at the hearing, and hearsay evidence shall be admissible. If, after the hearing, the hearing officer determines that there is probable cause to believe that the vehicle was used with the knowledge of the owner in the commission of any crime described in paragraph (1), the hearing officer shall order the continued impoundment of the vehicle as provided in this section unless the owner of the vehicle posts with the City a cash bond in the amount of $872. If the hearing officer determines that there is no such probable cause, the vehicle will be returned without fee.

(4) Within 10 days after a vehicle is seized and impounded pursuant to this section, the City shall notify by certified mail, return receipt requested, the owner of record of the date, time and location of a hearing that will be conducted pursuant to this section. The hearing shall be conducted no later than 30 days after the vehicle was seized. All interested persons shall be given a reasonable opportunity to be heard at the hearing. If, after the hearing, the hearing officer determines by a preponderance of evidence that the vehicle was used with the knowledge of the owner in the commission of any of the violations described in paragraph (a), the hearing officer shall enter an order requiring the vehicle to continue to be impounded until the owner pays a fee of $872. The fee shall be a debt due and owing the City. However, if a cash bond has been posted the bond shall be applied to the fee. If the hearing officer determines that the vehicle was not knowingly used in such a violation, he or she shall order the return of the vehicle or cash bond.

(5) Any fee collected pursuant to this section shall be allocated to the appropriate funds for City expenditures as follows: $200 for general corporate purposes, $200 for police expenses, $200 for legal expenses relating to the enforcement of this subsection, and $272 for City job training and drug counseling programs related to the reduction of prostitution in the City. The City Comptroller shall have the authority to establish such separate accounts as are necessary to administer this subsection. All monies in such funds shall be subject to appropriation.

(6) Any motor vehicle that is not reclaimed within 30 days after the expiration of the time during which the owner of record may seek judicial review of the City's action under this section, or the time at which a final judgement is rendered in favor of the City, may be disposed of as an unclaimed vehicle as provided by law. As used in this section, the "owner of record" of a vehicle means the record title holder.

SECTION 2. This ordinance takes effect 30 days after its passage and publication.

Failed To Pass -- AMENDMENT OF TITLE 8, CHAPTER 8, SECTION 080 OF MUNICIPAL CODE OF CHICAGO BY STIPULATING PENALTIES FOR INDECENT EXPOSURE WITH INTENTION OF ENGAGING IN PROSTITUTION.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1992.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on July 28, 1992, and having had under consideration an ordinance introduced by Alderman Hendon (27th Ward) amending Title 8, Chapter 8, Section 080 of the Municipal Code of Chicago by establishing penalties for indecent exposure on the public way with the intention of engaging in prostitution, begs leave to recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

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

Nays -- None.

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

Said proposed ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Section 8-8-080 of the Municipal Code of Chicago be and the same is hereby amended by adding thereto a second paragraph, in italics, as follows:

8-8-080. Any person who shall appear, bathe, sunbathe, walk or be in any public park, playground, beach or the waters adjacent thereto, or any school facility and the area adjacent thereto, or any municipal building and the areas adjacent thereto, or any public way within the city of Chicago in such a manner that the genitals, vulva, pubis, pubic hair, buttocks, perineum, anus, anal region, or pubic hair region of any person, or any portion of the breast at or below the upper edge of the areola thereof of any female person, is exposed to public view or is not covered by an opaque covering, shall be fined not less than $20.00 nor more than $500.00 for each offense.

Any person who is indecently exposed upon a public way or in a public place for the purpose of prostitution as defined in Chapter 38, Section 11-14

of the Illinois Revised Statutes, shall be immediately incarcerated without bond, and upon conviction shall be fined not less than $1,000.00 and/or incarcerated in a penal institution for not less than 30 days nor more than six months.

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

Failed To Pass -- AMENDMENT OF TITLE 8, CHAPTER 16 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 121 TO PROHIBIT LOITERING IN OR AROUND CERTAIN BUSINESS ESTABLISHMENTS.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1992.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on July 28, 1992, and having had under consideration an ordinance introduced by Alderman Laski (23rd Ward) to amend Title 8, Chapter 16 of the Municipal Code of Chicago by adding a new Section 121 which would prohibit loitering in or around certain business establishments, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Chapter 8-16 of the Municipal Code of Chicago be and the same is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 8-16-121, and to read as follows:

8-16-121. It shall be unlawful for the owner, operator or manager of any place of business which deals in the selling of food, alcoholic or non-alcoholic beverages or tobacco, to allow any person to loiter in such place or in the parking, outdoor seating or walking area adjacent to such place, unless the person is a customer of such establishment who is in the act of eating or drinking on the premises in a space specifically designated therefor. It shall be the duty and responsibility of such owner, operator or manager to post, in a prominent place visible to all customers, appropriate "No Loitering" signs and/or to provide private security or to provide both such signs and private security. It shall also be the responsibility of such owner, operator or manager to notify the police of any such loitering and to appear in any court proceedings which result from such notification.

Any such owner, operator or manager of such business who is found in violation of the provisions of this section shall be fined not less than $100.00 nor more than $500.00 for the first offense, not less than $500.00 nor more than $1,000.00 for the second offense, and $2,000.00 and a mandatory sentence of up to six months' imprisonment for the third and each subsequent offense.

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

Failed To Pass -- COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS URGED TO HOLD PUBLIC HEARINGS ON PROBLEM OF INCREASING HOMICIDE RATE.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1992.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on July 28, 1992, and having had under consideration a proposed resolution introduced by Alderman Shaw (9th Ward), Alderman E. Smith (28th Ward) and others urging the Committee on Police, Fire and Municipal Institutions to hold public hearings to examine the causes of and possible solutions to Chicago's increasing homicide rate, begs leave to recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

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

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, Homicide -- the killing of one human being by another -- has become one of the most prominent and horrifying problems facing modern society; and

WHEREAS, In the City of Chicago there were 742 homicides in 1989. In 1990, however, from January to June, there have been 389 homicides, which shows a dramatic and frightening increase threatening all citizens; and

WHEREAS, Many homicides are the result of or are related to drug abuse, and many such horrible incidents involve young persons in our society; and

WHEREAS, The leaders of this great City are entrusted with the safety and welfare of all citizens and must coordinate their efforts to utilize all weapons at their command to combat this accelerating problem; now, therefore,

Be It Resolved, That the City Council Committee on Police, Fire and Municipal Institutions hold immediate hearings on the increasing threat of homicide in our urban society, coordinating testimony and information from the Superintendent of Police, the Superintendent of Schools, the Chief Judge of the Circuit Court, Cook County probation administrators, the State's Attorney, State of Illinois officials, Social Service personnel, personnel from the Department of Children and Family Services, leaders of Operation P.U.S.H., Aid to Dependent Children recipients, and any and all knowledgeable parties who could contribute to this necessary War Against Homicide.

Failed To Pass -- MAYOR RICHARD M. DALEY URGED TO ASSEMBLE VARIOUS RELIGIOUS, BUSINESS, CIVIC AND COMMUNITY LEADERS TO ENCOURAGE WIDESPREAD COMMUNITY INPUT ON WAYS TO COMBAT CITY'S INCREASING CRIME RATE.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1992.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on July 28, 1992, and having had under consideration a proposed resolution introduced by Alderman Shaw (9th Ward), Alderman Coleman (16th Ward) and others to assemble various religious, business, civic and community leaders to organize community meetings and to encourage widespread community input on ways to combat the City's increasing crime rate, begs leave to recommend that Your Honorable Body *Do Not Pass* the said proposed resolution transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

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

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, From all reports, 1991 will see a new record high in crimes committed in the City of Chicago, particularly in homicide statistics; and

WHEREAS, Our resources to date have failed to stop this frightening increase in serious crimes, especially those directly related to gang violence and illicit drug activity; and

WHEREAS, We must utilize input from the public sector -- from people on the street and citizens in the neighborhoods -- to help our law enforcement agencies better understand the situations which foster crime, and to create solutions to this immense problem; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby calls upon the Mayor to use his good office to assemble religious, business, civic and community leaders and individuals for the purpose of:

1) dividing the City of Chicago into four separate and distinct geographical sectors for the purposes of separating and studying crime in each sector;

2) assembling from each sector community, civic, religious and business organizations, elected officials and private citizens for the purpose of gathering information and recommendations to combat crime;

3) calling upon the City's Department of Planning to assist the various groups;

4) holding, within a reasonable time frame, a citywide meeting in a central location, bringing together groups and individuals from all four sectors for the purpose of analyzing, finalizing and activating specified recommendations; and

5) implementing those recommendations as feasible and to establish a permanent network of gathering public input on the combating of crime in our City.

Failed To Pass -- ADMINISTRATORS, PRINCIPALS AND ASSISTANT PRINCIPALS IN PRIMARY AND SECONDARY SCHOOLS REQUIRED TO REPORT ALL GANG-RELATED INCIDENTS WITHIN TWENTY-FOUR HOURS OF OCCURRENCE.

The Committee on Police and Fire submitted the following report:

CHICAGO, July 28, 1992.

To the President and Members of the City Council:

Your Committee on Police and Fire, for which a meeting was held on July 28, 1992, and having had under consideration a proposed ordinance introduced by Alderman Shaw (9th Ward) urging all persons employed as administrators, principals and assistant principals in primary and secondary schools to report any incidents of gang recruitment, intimidation, et cetera to the Chicago Police Department within 24 hours of occurrence, begs leave to recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That all persons employed as administrators, principals, or assistant principals in primary or secondary schools located within the City of Chicago, shall upon learning of any incidents of gang recruitment, of gang

intimidation involving students or teachers at their schools, report said incidents to the Chicago Police Department within twenty-four hours.

SECTION 2. That any administrator, principal, or assistant principal who fails to report said incidents within twenty-four hours shall be guilty of accessory to gang intimidation and shall be subject to a fine of not less than $200.00 nor more than $500.00.

SECTION 3. That gang violence, gang intimidation and recruitment has reached epidemic levels in Chicago schools, and that there has been a lack of an effective method of reporting these activities to authorities so that law enforcement authorities can halt the epidemic gang activities, and that the activities of gangs in and around Chicago schools present a serious threat to the health, safety, welfare and education of Chicago children, it is necessary that responsibility for reporting these gang-related activities be delegated to persons responsible for discipline and order in the schools.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

PERMISSION TO CONDUCT SUNDRY EVENTS ON PORTIONS OF SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 20, 1992.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration thirty-nine (39) orders (referred to committee on May 20, June 17 and July 7, 1992) to grant permission to hold sundry events on portions of specified streets, begs leave to recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Stone, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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):

SIDEWALK SALES.

Annual Lincoln Square Chamber Of Commerce.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Annual Lincoln Square Chamber of Commerce, Tim J. Graham, 4756 North Lincoln Avenue, for the conduct of a sidewalk sale on both sides of North Lincoln Avenue, from West Leland Avenue to West Ainslie Street and on North Western Avenue (both sides) from West Leland Avenue to West Ainslie Street, July 16, 17, 18 and 19, 1992, during the hours of 9:00 A.M. to 9:00 P.M. each day.

Back Of The Yards Business Association.

(July, 1992)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Back of the Yards Business Association, 1751 West 47th Street, for the conduct of a sidewalk sale on South Ashland Avenue (both sides) between 4100 and 4900; and on West 47th Street (both sides) between 1400 and 2200, for the period of July 9 through July 12, 1992, during the hours of 9:00 A.M. and 9:00 P.M. each day.

Back Of The Yards Business Association.

(September, 1992)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Back of the Yards Business Association, 1751 West 47th Street, for the conduct of a sidewalk sale on both sides of the South Ashland Avenue from 4100 to 4900; and on both sides of West 47th Street from 1400 to 2200, for the period of September 10 through September 13, 1992, during the hours of 9:00 A.M. and 9:00 P.M. each day.

Belmont-Central Chamber Of Commerce.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Belmont-Central Chamber of Commerce, 3250 North Central Avenue, for the conduct of a sidewalk sale for the period of July 16 through July 18, 1992, during the hours of 9:00 A.M. to 9:00 P.M. each day and July 19, 1992, during the hours of 9:00 A.M. to 6:00 P.M.; and an Arts & Crafts Fair for the period of August 14 and August 15, 1992, during the hours of 9:00 A.M. to 9:00 P.M. each day; and August 16, 1992, during the hours of 9:00 A.M. to 6:00 P.M., on West Belmont Avenue (both sides) between 5400 and 6000; and North Central Avenue (both sides) between 2800 and 3500.

Ms. Vivienne Brown.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Vivienne Brown for the conduct of a sidewalk sale in front of 224 South Michigan Avenue, for the period of June 5, 6, 7, 13 and 14, 1992, during the hours of 10:00 A.M. and 7:00 P.M., each day.

Chernin's Shoes/Mr. John Jackson.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to John Jackson/Chernin's Shoes, for the conduct of a sidewalk sale in front of 606 West Roosevelt Road, for the periods of July 8 through July 12, 1992, during the hours of 9:00 A.M. to 6:00 P.M. each day and July 15 through July 19, 1992, during the hours 9:00 A.M. to 6:00 P.M. each day.

Chicago Avenue Business Association/Ms. Mary R. Ritchie.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the (C.A.B.A.) Chicago Avenue Business Association, Mary R. Ritchie, 755 North Ashland Avenue, for the conduct of a sidewalk sale on West Chicago Avenue from North Noble Street to North Wood Street (both sides of the street); and on North Ashland Avenue from 700 north to 840 North Ashland Avenue (both sides of the street) for the period of July 16, 17, 18 and 19, 1992, during the hours of 9:00 A.M. to 8:00 P.M..

Chicago Symphony Orchestra/Mr. Owen Wonders.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Chicago Symphony Orchestra, c/o Owen Wonders, for the conduct of a sidewalk sale in front of 220 South Michigan

Avenue, for the periods of June 24 through June 26, 1992, during the hours of 10:00 A.M. to 5:00 P.M. each day and June 29, 1992, during the hours of 10:00 A.M. to 5:00 P.M..

Edgebrook-Sauganash Chamber Of Commerce/Ms. Gina Woods.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Gina Woods/Edgebrook-Sauganash Chamber of Commerce, 5318 West Devon Avenue, for the conduct of a sidewalk sale on North Kinzua Avenue from 6413 to 6513; and West Devon Avenue (both sides) between North Minnehaha Avenue and North Kinzua Avenue, for the periods of Friday, July 31, 1992, from 1:00 P.M. to 10:00 P.M. and Saturday, August 1, 1992, from 1:00 P.M. to 6:00 P.M..

Englewood Business Men's Association/Ms. Audrey Drew.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Englewood Business Men's Association, Audrey Drew, 6438 South Halsted Street, for the conduct of a sidewalk sale from the 6200 block of South Halsted Street to the 6500 block of South Halsted Street and from 700 West 63rd Street to 900 West 63rd Street, both sides of the Street, for the periods of July 30 and 31, 1992, during the hours of 9:00 A.M. to 7:00 P.M. and August 1, 1992, during the hours of 9:00 A.M. to 7:00 P.M. each day.

Mr. Art Gartzman And Ms. Talie Hassan.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Art Gartzman and Talie Hassan for the conduct of a sidewalk sale in front of 2046 North Milwaukee Avenue, 2051 North Milwaukee Avenue and 2062 -- 2064 North Milwaukee Avenue, for

the period of June 4, 5, 6, 7, 12, 13, 14, 15, 18, 19, 20, 21, 25, 26, 27 and 28, 1992, during the hours of 8:30 A.M. and 10:00 P.M. each day.

Greater Southwest Development Corporation.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Greater Southwest Development Corporation, 2601 West 63rd Street, for the conduct of a sidewalk sale on West 63rd Street (both sides) between South Bell Avenue and South Central Park Avenue; South Kedzie Avenue (both sides) between West 62nd and West 64th Streets; and on South Western Avenue (both sides) between West 60th and West 64th Streets, for the period of June 18 through June 20, 1992, during the hours of 9:00 A.M. and 9:00 P.M. each day.

Henry's Chairs/Mr. Wilfredo Hernandex.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Wilfredo Hernandex/Henry's Chairs, 2634 West Fullerton Avenue, for the conduct of a sidewalk sale in front of 2634 West Fullerton Avenue, during the hours of 9:00 A.M. and 9:00 P.M. each day of the following periods:

June 19 and 20;

July 3, 4, 17, 18 and 31;

August 1, 14, 15, 28 and 29; and

September 11 and 12, 1992.

J.B. Grubart, Inc./Mr. Steve Grubart.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Steve Grubart/J.B. Grubart, Inc., for

the conduct of a sidewalk sale in front of 221 West Washington Street, during the hours of 11:00 A.M. and 6:00 P.M. each day for the following periods:

July 6 through July 10; and

August 10 through August 14, 1992.

Joseph Freed & Associates, Inc./Mr. Jeffery S. Renkert.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Joseph Freed & Associates, Inc., c/o Jeffery S. Renkert, Corporate Marketing Director, 1000 Capital Drive, Wheeling, Illinois, for the conduct of a sidewalk sale within the area of West Town Shopping Center bounded by North Milwaukee Avenue, North Ashland Avenue and North Paulina Street, for the following periods:

July 9 and 10, during the hours of 10:00 A.M. to 9:00 P.M.;

July 11, during the hours of 10:00 A.M. to 6:00 P.M.; and

July 12, 1992, during the hours of 12:00 P.M. to 5:00 P.M..

Lake View Chamber Of Commerce.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Lake View Chamber of Commerce, 3333 North Marshfield Avenue, c/o Jane Mostyn, Executive Director, for the conduct of a sidewalk sale on North Lincoln Avenue and North Ashland Avenue from the 3100 through 3300 blocks, for the periods of July 9 and 10, during the hours of 10:00 A.M. to 8:00 P.M. and July 11, 1992, during the hours of 10:00 A.M. to 6:00 P.M..

Little Village Chamber Of Commerce.

(June, 1992)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Little Village Chamber of Commerce, 3610 West 26th Street, for the conduct of a sidewalk sale on West 26th Street (both sides) between South Sacramento Avenue and South Kostner Avenue, for the period of June 18 through June 21, 1992, during the hours of 9:00 A.M. and 5:00 P.M. each day.

Little Village Chamber Of Commerce.

(August, 1992)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Little Village Chamber of Commerce, 3610 West 26th Street, for the conduct of a sidewalk sale on West 26th Street (both sides) between South Sacramento Avenue and South Kostner Avenue, for the period of August 20 through August 23, 1992, during the hours of 9:00 A.M. and 5:00 P.M., each day.

MC Mages Sports.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to MC Mages Sports, 620 North LaSalle Street, for the conduct of a sidewalk sale in front of their store and alongside on West Ontario Street, for the periods of June 25 and 26, from 9:00 A.M. to 9:00 P.M.; June 27, from 9:00 A.M. to 6:00 P.M.; and June 28, 1992, from 10:00 A.M. to 5:00 P.M..

Milwaukee-Diversey Chamber Of Commerce/Mr. Gerry Cwick.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Milwaukee-Diversey Chamber of Commerce, Gerry Cwick, 2956 North Milwaukee Avenue, for the conduct of

a sidewalk sale from 2639 to 3171 North Milwaukee Avenue, from 2618 to 3180 North Milwaukee Avenue and from 3401 to 3411 West Diversey Avenue on August 21, 22 and 23, 1992, during the hours of 9:00 A.M. to 9:00 P.M. each day.

Old Milwaukee Avenue Chamber Of Commerce.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Old Milwaukee Avenue Chamber of Commerce, 1520 North Damen Avenue, for the conduct of a sidewalk sale on North Milwaukee Avenue (both sides) between 1200 and 1600, for the periods of June 26 through June 28, July 24 through July 26, August 28 through August 30, and September 17 through September 20, 1992, during the hours of 9:00 A.M. and 9:00 P.M. each day.

Portage Park Chamber Of Commerce/Ms. Jeannine Smentek.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Portage Park Chamber of Commerce, c/o Jeannine Smentek, 4921 West Irving Park Road, for the conduct of a sidewalk sale on North Cicero Avenue (both sides) between 3900 and 4300; North Milwaukee Avenue (both sides) between 3900 and 4200; and on West Irving Park Road (both sides) between 4700 and 5000, for the period of July 23 and 24, during the hours of 9:00 A.M. and 9:00 P.M. each day, and July 25 and 26, 1992, during the hours of 9:00 A.M. and 6:00 P.M..

South Shore Council of Commerce.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the South Shore Council of Commerce, 1903 East 79th Street, Suite 203, for the conduct of a "Back-To-School" sidewalk sale for the period of July 8 through July 11, 1992, during the hours of 10:00 A.M. and 8:00 P.M., each day, on East 71st Street (both sides) between South Stony Island Avenue and South Yates Boulevard; East 73rd

Street (both sides) between South Stony Island Avenue and South Yates Boulevard; East 75th Street (both sides) between South Stony Island Avenue and South South Shore Drive; East 79th Street (both sides) between South Stony Island Avenue and South South Shore Drive; South Jeffery Boulevard (both sides) between East 70th Street and East 79th Street; and South Exchange Avenue (both sides) between East 71st Street and East 79th Street.

Uptown Chamber Of Commerce.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Uptown Chamber of Commerce, 4753 North Broadway, for the conduct of a sidewalk sale on both sides of North Broadway between 4500 and 4800, for the periods of July 16 through July 18, during the hours of 10:00 A.M. and 6:00 P.M. each day, and July 19, 1992, from 10:00 A.M. to 4:00 P.M..

V & V Hallmark/Ms. Vivienne Brown.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to V & V Hallmark, c/o Vivienne Brown, for the conduct of a sidewalk sale in front of 224 South Michigan Avenue, for the periods of June 27 through July 5, during the hours of 10:00 A.M. to 7:00 P.M. each day, and September 5 through September 6, 1992, during the hours of 10:00 A.M. to 7:00 P.M. each day.

Value Now, Inc.

(May, 1992)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Value Now, Inc., 910 -- 918 East 63rd Street, for the conduct of a sidewalk sale on East 63rd Street between 910 -- 918, for the period of May 22, 23, 29 and 30, 1992, during the hours of 10:00 A.M. and 5:30 P.M. each day.

Value Now, Inc.

(June, 1992)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Value Now, Inc., 910 -- 918 East 63rd Street, for the conduct of a sidewalk sale in front of the above location, for the period of June 5, 6, 12, 13, 19, 20, 26 and 27, 1992, during the hours of 10:00 A.M. to 5:30 P.M. each day.

Woolworth, Inc./Mr. Tom Cassidy.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Woolworth, Inc., 3401 -- 3411 West Diversey Avenue, c/o Tom Cassidy, for the conduct of a sidewalk sale on West Diversey Avenue in front of 3401 -- 3411, for the period of May 22 and May 23, 1992, during the hours of 9:00 A.M. and 9:00 P.M. each day.

MISCELLANEOUS EVENTS.

Bethel Temple/Reverend Hageo Delgado.

(Religious Services)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Bethel Temple/Reverend Hageo Delgado, 1450 West 19th Street, for the conduct of religious services on West 19th Street from South Laflin Street to South Blue Island Avenue (both sides) during the hours of 6:00 P.M. to 9:00 P.M., July 10, 11 and 12, 1992.

The Blue Frog.

(Bastille Day Festival)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to The Blue Frog, 676 North LaSalle Street, for the conduct of Bastille Day Festival in the parking lot in front of the 676 North LaSalle Street building, for the period of July 16 through July 18, 1992, during the hours of 12:00 Noon to 11:00 P.M. each day; and also, to grant permission for the erection of a tent in the parking lot (which will be fenced off).

Budlight Triathlon/Rick Staback
"Chicago Sun-Times" Triathlon/Tamara Boutcher.

(1992 Triathlons)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Rick Staback/Budlight Triathlon, and Tamara Boutcher/*Chicago Sun-Times* Triathlon, to close to traffic for the conduct of the 1992 Triathlons on Illinois Street between Streeter Drive and Lower Lake Shore Drive; Grand Avenue between Streeter Drive and Lower Lake Shore Drive (northbound ramp to Lake Shore Drive remains open); Lower Lake Shore Drive between the Grand Avenue ramp to Randolph Street; Columbus Drive (northbound lane only) between Randolph Street and Grand Avenue; Lower Wacker Drive (one lane only) between Lake Shore Drive and Columbus Drive; and Lower Randolph (westbound lane only) between Lake Shore Drive and Columbus Drive, on August 2 and on August 23, 1992, during the hours of 4:00 A.M. to 12:00 Noon; also to close to traffic on Sunday, August 23, 1992, during the hours of 12:01 A.M. and 3:00 P.M., Upper Wacker Drive (westbound lanes) between Michigan Avenue and Lake Shore Drive; and Upper Wacker Drive (eastbound lanes) between Michigan Avenue and Field Plaza Drive.

Mitchell Ross Cancer Fund And Teen Living Program/Yak-zies.

(Volley Ball Charity Event)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Mitchell Ross Cancer Fund and Teen

Living Program, Yak-zies, 3170 North Clark Street, for the conduct of volley ball games for charity, on North Clark Street, from West Waveland Avenue to North Racine Avenue, on Sunday, August 23, 1992, during the hours of 10:00 A.M. to 5:00 P.M..

Near North News/Mr. Arnie Matanky.

(34th Annual Gold Coast Art Fair)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Arnie Matanky/Near North News, 222 West Ontario Street, for the conduct of the 34th Annual Gold Coast Art Fair, for the period of August 7 through August 9, 1992, during the hours of 12:00 Noon to 10:00 P.M. each day, on the sidewalks of North Franklin Street (both sides) between West Ohio and West Superior Streets; North Wells Street (both sides) between West Ohio and West Superior Streets; North LaSalle Drive (both sides) between West Ohio and West Superior Streets; North Clark Street (both sides) between West Ohio and West Superior Streets; North Dearborn Street (both sides) between West Ohio and West Superior Streets; West Superior Street (both sides) between North Franklin and North Dearborn Streets; West Huron Street (both sides) between North Franklin and North Dearborn Streets; West Erie Street (both sides) between North Franklin and North Dearborn Streets; and West Ontario Street (north side) between North Franklin and North Dearborn Streets.

Portage Park Chamber Of Commerce/Ms. Jeannine Smentek.

(Annual Arts And Crafts Fair)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Portage Park Chamber of Commerce, c/o Jeannine Smentek, 4921 West Irving Park Road, for the conduct of their Annual Arts and Crafts Fair for the period of August 22 and 23, 1992, during the hours of 9:00 A.M. and 7:00 P.M. each day on North Cicero Avenue between 3900 and 4100; North Milwaukee Avenue between 3900 and 4100; and West Irving Park Road between 4700 and 4920.

Ravenswood Improvement Association/Ms. Cynthia McSherey.

(Free Concert)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Ravenswood Improvement Association, Cynthia McSherey, 2926 West Leland Avenue, for the conduct of a free concert from 4642 North Francisco Avenue south to West Wilson Avenue, both sides of the street, on July 12, 1992, during the hours of 6:00 P.M. to 10:00 P.M..

Saint John Berchmans Church.

(Carnival)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Saint John Berchmans Church, 2517 West Logan Boulevard, for the conduct of a carnival in the south drive and in the parkway of the 2500 block of West Logan Boulevard, for the period of June 1 through June 9, 1992.

The Venerable Saint Bede Church.

(Carnival)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to issue a permit to The Venerable Saint Bede Church, 8300 South Kostner Avenue, for the conduct of a carnival and/or festival for the period of July 11 through July 14, 1992, on West 83rd Street between South Scottsdale Avenue and South Kostner Avenue, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Transportation shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnival ordinance.

Wrightwood Improvement Association.

(Carnival)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to issue a permit to Wrightwood Improvement Association, 2621 West 79th Street, for the conduct of a carnival and/or street fair on South Francisco Avenue between 8300 and 8500; and on South Whipple Street between 8300 and 8500, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Transportation shall provide barricades to prohibit vehicular traffic over the portion of the streets affected, as provided by said carnival ordinance.

Wrightwood Improvement Association.

(Carnival)

August, 1992

Ordered, That the Commissioner of Transportation is hereby authorized and directed to issue a permit to Wrightwood Improvement Association, 2621 West 79th Street, for the conduct of a carnival and/or festival for the period of August 12 through August 16, 1992, on South Francisco Avenue and on South Whipple Street between 8300 and 8500, in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Transportation shall provide barricades to prohibit vehicular traffic over the portion of the streets affected, as provided by said carnival ordinance.

PERMISSION FOR TRAFFIC CLOSURES ON PORTIONS OF SPECIFIED STREETS FOR SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 20, 1992.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration nineteen (19) proposed orders (referred to committee on May 20, June 17 and July 7, 1992) for permission to close to traffic portions of specified streets for special events, begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Stone, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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):

Back Of The Yards Business Association.

(July, 1992)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Back of the Yards Business Association, 1751 West 47th Street, to close to traffic South McDowell Avenue from 4650 to 4700 for recreational purposes only in conjunction with

the Back of the Yards sidewalk sale, for the period of July 9 through July 12, 1992, during the hours of 9:00 A.M. to 9:00 P.M. each day.

Back Of The Yards Business Association.

(September, 1992)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Back of the Yards Business Association, 1751 West 47th Street, to close to traffic South McDowell Avenue from 4650 to 4700; and South Honore Street from 4650 to 4658 and 4700 to 4710, for recreational purposes only in conjunction with the Back of the Yards sidewalk sale, for the period of September 10 through September 13, 1992, during the hours of 9:00 A.M. to 9:00 P.M. each day.

Backyard Productions/Blair Stribley.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Backyard Productions, c/o Blair Stribley, 15 West Superior Street, to close to traffic West Superior Street between North Franklin Street and North Wells Street, from 10:00 A.M. on Thursday, August 27 to 3:00 A.M. on Friday, August 28, 1992, in conjunction with a private outdoor block party.

Berghoff Brewery And Restaurant.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Berghoff Brewery and Restaurant, 436 West Ontario Street, to close to traffic West Ontario Street between North Orleans and North Kingsbury Streets, on Saturday, July 4, 1992, from 3:00 P.M. to 3:00 A.M. and on Sunday, July 5, 1992, for the conduct of a charity event by the Chicago Social Club.

Chicago Polo Club Centaurs/Ms. Elizabeth Curran/ Von Dahm And Curran.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Chicago Polo Club Centaurs, c/o Elizabeth Curran/Von Dahm and Curran, 604 South Laflin Street, to close to traffic East North Water Street (south of the North Pier Terminal) between North McClurg Court and North Lake Shore Drive, from June 28 through October 28, 1992, during the hours of 11:00 A.M. to 9:00 P.M. each day, for the conduct of the 1992 Polo Series.

Congregation Of Yahweh, Inc./Mr. Francisco Velazquez.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Francisco Velazquez, Minister, Congregation of Yahweh, Inc., 1630 West Beach Avenue, to close to traffic West Beach Avenue, between North Paulina Street and North Ashland Avenue, for religious functions, during the periods of July 3 and 4, from 6:30 P.M. to 9:30 P.M. and July 5, 1992, from 4:00 P.M. to 8:00 P.M..

Holy Trinity Greek Orthodox Church.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Holy Trinity Greek Orthodox Church, 6041 West Diversey Avenue, to close to traffic North Meade and North McVicker Avenues between 2740 and 2800 for the conduct of a picnic on July 25, from 4:00 P.M. to 12:00 Midnight and on July 26, 1992, from 12:00 Noon to 12:00 Midnight.

Immaculate Heart Of Mary Church.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Immaculate Heart of Mary Church,

3834 North Spaulding Avenue, to close to traffic the 3800 block of North Spaulding Avenue and the 3300 block of West Byron Street from North Spaulding Avenue to the first alley east of North Christiana Avenue, for the period of July 27 through August 3, 1992.

Jam Productions, Ltd.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Jam Productions, Ltd., 1256 North Wells Street, to close to traffic East Erie Street including the north sidewalk between North Michigan Avenue and North St. Clair Street, on Tuesday, June 30, 1992, from 6:00 P.M. to 11:30 P.M. and on Wednesday, July 1, 1992, in conjunction with private charitable opening reception of the Nike Town Store for the benefit of the Boys and Girls Club of Chicago (event will be on July 1 during the hours of 7:00 P.M. to 10:00 P.M.); also request permission for erection of tents (canopies).

The Lake Shore Foundation For Animals.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to The Lake Shore Foundation for Animals, 960 West Chicago Avenue, to close to traffic North Sangamon Street between West Fry Street and West Chicago Avenue, on Friday, June 5, 1992, during the hours of 5:00 P.M. and 8:00 P.M., for a fundraising event on behalf of the foundation.

Mayor's Office Of Special Events/Ms. Kathy Osterman.

(Chicago Blues Festival)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Kathy Osterman, Executive Director, Mayor's Office of Special Events, to close to traffic; East Jackson Boulevard

between South Lake Shore Drive and South Columbus Drive, from 7:00 P.M. on Wednesday, June 3 to 6:00 A.M. on Monday, June 15, 1992; East Jackson Boulevard between South Columbus Drive and South Michigan Avenue, from 7:00 P.M. on Wednesday, June 3 to 6:00 A.M. on Monday, June 8, 1992; and South Columbus Drive (east side) between East Monroe Street and East Congress Drive, from 7:00 A.M. on Friday, June 5 to 1:00 A.M. on Monday, June 8, 1992, for the conduct of the Chicago Blues Festival.

Mayor's Office Of Special Events/Ms. Kathy Osterman.

(Chicago Gospel Festival)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Kathy Osterman, Executive Director, Mayor's Office of Special Events, to close to traffic East Jackson Boulevard, between South Lake Shore Drive and South Columbus Drive, from 7:00 P.M. on Wednesday, June 3 to 6:00 A.M. on Monday, June 16, 1992; and South Columbus Drive (east side) between East Monroe Street and East Congress Drive, on Saturday, June 13 to 1:00 A.M. on Sunday, June 14, 1992, for the conduct of the Chicago Gospel Festival.

Mayor's Office Of Special Events/Ms. Kathy Osterman.

(Taste Of Chicago)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Kathy Osterman, Executive Director, Mayor's Office of Special Events, Room 703, City Hall, to close to traffic South Columbus Drive, between East Monroe Street and East Balbo Drive; East Congress Circle, between South Columbus Drive and South Michigan Avenue; and East Jackson Boulevard, between South Lake Shore Drive and South Michigan Avenue, on Friday, June 19, from 7:00 P.M. to 12:00 Midnight and on Monday, July 6, 1992, in conjunction with Taste of Chicago, for the period of June 27 through July 5, 1992.

Marquette Park Lithuanian Homeowners Association.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Marquette Park/Lithuanian Homeowners Association, 7243 South Richmond Street, to close to traffic West 69th Street between South Washtenaw and South Western Avenues, on July 5, 1992, for the conduct of the Lithuanian Dance Festival, during the hours of 9:00 A.M. and 10:00 P.M..

McDermott, Will And Emery/Mr. Paul E. Chronis.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Paul E. Chronis/McDermott, Will and Emery, 227 West Monroe Street, for the Hellenic Museum and Cultural Center, to close to traffic West Hubbard Street between North Franklin and North Orleans Streets, on Friday, May 15, 1992, during the hours of 3:00 P.M. and 11:30 P.M., for the conduct of a Greek Heritage night.

Saint Denis Church.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Saint Denis Church, 8300 South St. Louis Avenue, to close to traffic South St. Louis Avenue between West 83rd Street and West 83rd Place, for the conduct of a family festival and carnival from June 9 through June 14, 1992.

Saint Gregory Armenian Church.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Saint Gregory Armenian Church, 6700 West Diversey Avenue, to close to traffic North Normandy Avenue between West Diversey Avenue and the first alley north thereof, for the conduct of the Annual Armenian Festival, for the periods of Saturday,

August 8, during the hours of 6:00 P.M. to 11:00 P.M. and Sunday, August 9, 1992, during the hours of 12:00 Noon to 8:00 P.M..

Saint William Church.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Saint William Church, 2600 North Sayre Avenue, to close to traffic West Wrightwood Avenue between North Nordica and North Newland Avenues, for the period of August 24 through August 31, 1992, for the conduct of their annual summerfest.

University Of Chicago Graduate School Of Business/Mr. Paul Murtaugh.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the University of Chicago Graduate School of Business, c/o Paul Murtaugh, to close to traffic North Saint Clair Street, from East Illinois Street to East North Water Street surrounding the 455 City Front Center, for the conduct of a groundbreaking ceremony from 12:00 Noon on Monday, June 15 through 12:00 Noon on Tuesday, June 16, 1992.

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS AND WAIVER OF FEES FOR VARIOUS PARTICIPANTS OF SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 20, 1992.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration proposed ordinances and orders (referred to committee on May 20, June 17 and July 7, 1992) authorizing the issuance of free permits and waiver of fees for various special events, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances and orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Stone, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

The following are said ordinances and orders as passed (the italic heading in each case not being a part of the ordinance or order):

FREE PERMIT.

Uptown Chamber Of Commerce.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation and the Commissioner of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, for the conduct of a sidewalk sale by the Uptown Chamber of Commerce, July 16 -- 19, 1992.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

WAIVER OF FEES.

Chicago Public Library/North Lakeview Branch.

Ordered, That the City Comptroller is hereby authorized and directed to waive the permit fee for the Chicago Public Library/North Lakeview Branch, 3754 North Southport Avenue, for their book sale to be conducted on North Southport Avenue between 3754 and 3760, for the period of June 18, from 12:00 Noon to 8:00 P.M. and June 19 and 20, 1992, during the hours of 10:00 A.M. and 5:00 P.M..

East Edgewater Chamber Of Commerce.

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

SECTION 1. That the Commissioner of Transportation is hereby directed to waive all fees that will be charged, notwithstanding other ordinances of the City of Chicago to the contrary, to the East Edgewater Chamber of Commerce, a not-for-profit organization located at 6135 North Kenmore Avenue, for the purposes of conducting a sidewalk sale on 1100 West Bryn Mawr Avenue, on July 2, 3, 4 and August 6, 7, 8, 1992.

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

East Side Chamber Of Commerce.

Ordered, That the Director of the City Department of Revenue waive all outdoor festival fees, such as food vendor license fee and others for the participants in the festival sponsored by the East Side Chamber of Commerce, 3658 East 106th Street, for the period of July 24 through July 26, 1992.

Hegewisch Chamber Of Commerce.

Ordered, That the Director of the City Department of Revenue waive all outdoor festival fees, such as food vendor license fee and others for the participants in the festival sponsored by the Hegewisch Chamber of Commerce, 13301 South Brandon Avenue, for the period of August 1 through August 2, 1992.

5040 -- 5060 North Marine Drive Association.

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

SECTION 1. That the Commissioner of Transportation is hereby directed to waive all fees that will be charged, notwithstanding other ordinances of the City of Chicago to the contrary, to the 5040 -- 5060 North Marine Drive Association, a not-for-profit organization located at 5040 -- 5060 North Marine Drive, for the purpose of conducting a sidewalk sale on 5000 North Marine Drive and 900 West Winona Street on June 13, 1992.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 170(a) OF MUNICIPAL CODE OF CHICAGO TO ALLOW PARKING OF CERTAIN PICKUP TRUCKS AND/OR VANS ON RESIDENTIAL STREETS WITHIN THIRTY-SEVENTH WARD.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 17, 1992) a proposed ordinance to amend Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago with regards to truck parking, 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, 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago is hereby amended by adding the language in italics as follows:

9-64-170.

(a) It shall be unlawful to park any truck, tractor, semitrailer, trailer, recreational vehicle more than 22 feet in length, self-contained motor home, bus, taxicab or livery vehicle on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park the bus in a designated bus stand as authorized elsewhere in the traffic code; provided however, that in the 12th, 13th, 14th, 18th, 23rd, *37th*, 40th and 46th wards this prohibition shall not apply to the owner of a pick-up truck or van weighing under 4,500 lbs. who has no out-standing parking violations, when such vehicle is parked at the curb adjacent to his place of residence and the vehicle bears a special parking permit issued in

accordance with this subsection. The owner shall apply for a special permit for such parking from the alderman of the ward in which he resides. The Commissioner of Transportation shall issue a permit upon receipt of a completed application, payment of a $25.00 annual fee, and upon passage and publication of a City Council order authorizing the issuance of the permit. A permit issued under this subsection shall be valid until the thirtieth of June following the date of issuance and there shall be a proration of the permit fee. The permit shall be affixed without the use of supplemental adhesives to the side of the windshield of the vehicle, directly above the city vehicle tax sticker. If a residential parking zone restriction is in effect at the owner's place of residence, a residential parking permit shall also be required in accordance with Section 9-64-090.

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

AMENDMENT OF TITLE 9, CHAPTER 92, SECTION 070 OF MUNICIPAL CODE OF CHICAGO REGARDING NOTICE OF VEHICLE IMPOUNDMENT.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 17, 1992) a proposed ordinance to amend Section 9-92-070 of the Municipal Code of the City of Chicago, pertaining to the notice of vehicle impoundment, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-92-070 of the Municipal Code of Chicago is hereby amended by inserting the language in italics and deleting the language bracketed, as follows:

9-92-070.

(a) Whenever any motor vehicle has been impounded pursuant to the traffic code, the department of police or the department of streets and sanitation shall within 10 days thereafter ascertain, if possible, from the Secretary of State of Illinois the name of the owner and of any other person legally entitled to possession of such motor vehicle by reason of an existing conditional sales contract, having a lien as chattel mortgagee, or any other reason, and cause to be sent to such owner and to such other person legally entitled to possession, if known, a notice of the impoundment including a full description of the vehicle. *If the impounded vehicle is currently registered with the Secretary of State's office, notice shall be sent to the owner and any other person legally entitled to possession of the vehicle by certified mail, return receipt requested. If the impounded vehicle is not currently registered with the Secretary of State's office, such notice shall be sent to the most recent registered owner at the most recent registered address by first class mail.* [Such notice shall be sent by certified mail, return receipt requested.]

(b) Whenever the department of police or the department of streets and sanitation is not able to ascertain the name of the owner of an impounded vehicle or for any reason is unable to give the notice to the owner as provided in subsection (a), the department shall immediately send or cause to be sent a written report of such removal and impounding by mail

to the Secretary of the State of Illinois. Such notice shall include a complete description of the vehicle, the date, time, and place from which removed, the reasons for such removal, and the address of the vehicle pound or authorized garage where the vehicle is stored.

SECTION 2. This ordinance shall take effect immediately upon passage.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 26, March 25, April 29, May 20 and June 17, 1992) 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 ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

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 (North side)	From a point 180 feet west of North Kenmore Avenue, to a point 25 feet west thereof -- 9:00 A.M. to 6:00 P.M. (92-0511);
West Armitage Avenue (North side)	From a point 85 feet east of North Kildare Avenue, to a point 215 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (92-0593);
North Ashland Avenue (East side)	From a point 35 feet north of West Arthur Avenue, to a point 25 feet north thereof -- 7:00 A.M. to 10:00 P.M. (92-0627);

Public Way	Distance And Hours
West Augusta Boulevard (South side)	From a point 205 feet west of North Sacramento Avenue, to a point 25 feet west thereof -- 9:00 A.M. to 7:00 P.M. (92-0581);
West Belmont Avenue (South side)	From a point 201 feet east of North Nottingham Avenue, to a point 40 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (92-0679);
West Berteau Avenue (North side)	From a point 40 feet east of North Milwaukee Avenue, to a point 40 feet east thereof -- loading zone/tow zone -- at all times (92-0642);
North Broadway (West side)	From a point 35 feet south of West Briar Place, to a point 31 feet south thereof -- 11:00 A.M. to 1:00 A.M. (92-0621);
North Broadway (West side)	From a point 197 feet south of West Catalpa Avenue, to a point 25 feet south thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (92-0513);
North Broadway (East side)	From a point 20 feet north of West Cornelia Avenue, to a point 50 feet north thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday (92-0235);
North California Avenue (East side)	From a point 20 feet north of West Hirsch Street, to a point 25 feet north thereof -- handicapped loading zone (92-0579);
North Cicero Avenue (West side)	From a point 20 feet north of West Newport Avenue, to a point 40 feet north thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (92-0493);

Public Way	Distance And Hours
South Clinton Street (East side)	From a point 23 feet north of the north property line of West Grenshaw Street, to a point 55 feet north thereof (92-0423);
South Cottage Grove Avenue (West side)	From a point 200 feet north of West 43rd Street, to a point 50 feet north thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (92-0755);
South Cottage Grove Avenue (West side)	From a point 137 feet north of East 82nd Street, to a point 25 feet north thereof -- 6:00 A.M. to 10:00 P.M. (92-0439);
West Devon Avenue (South side)	From a point 192 feet east of North Ashland Avenue, to a point 25 feet east thereof -- 8:00 A.M. to 6:00 P.M.;
East Erie Street (South side)	From a point 80 feet east of North Michigan Avenue, to a point 25 feet east thereof -- loading zone/tow zone (92-0348);
North Garland Court (East side)	From a point 25 feet north of the north property line of East Lake Street, to a point 50 feet north thereof -- loading zone/tow zone (92-0519);
North Green Street (West side)	From a point 20 feet north of the north property line of West Randolph Street, to a point 25 feet north thereof -- loading zone/tow zone (92-0521);
North Holden Court (West side)	From a point 155 feet south of the south property line of East Washington Street, to a point 25 feet south thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday (92-0429);

Public Way	Distance And Hours
West Huron Street (North side)	From a point 59 feet west of North Wells Street, to a point 44 feet west thereof -- loading zone/tow zone (92-0353);
North Leavitt Street (East side)	From a point 30 feet north of West Chicago Avenue, to a point 25 feet north thereof -- at all times (92-0330);
North Lincoln Park West (West side)	From a point 191 feet south of West Webster Avenue, to a point 53 feet south thereof -- loading zone/tow zone -- 6:00 P.M. to 12:00 Midnight (valet parking)(92-0358);
West Madison Street (North side)	From a point 58 feet west of the west property line of North Morgan Street, to a point 25 feet west thereof -- loading zone/tow zone -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday (92-0427);
North Maplewood Avenue (East side)	From a point 20 feet north of West North Avenue, to a point 50 feet north thereof -- loading zone/tow zone -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (92-0470);
North Mozart Street (West side)	From a point 30 feet south of West Irving Park Road, to a point 60 feet south thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday (92-0482);
North Mozart Street (East side)	From a point 125 feet north of West Grace Street, to a point 75 feet north thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday (92-0480);

Public Way	Distance And Hours
West North Avenue (South side)	From a point 97 feet east of North Monticello Avenue, to a point 25 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (92-0594);
North Northwest Highway (East side)	From a point 322 feet south of North Nashotah Avenue, to a point 25 feet south thereof -- 8:00 A.M. to 6:00 P.M. (92-0666);
North Pulaski Road (West side)	From a point 85 feet north of West Washington Boulevard, to a point 25 feet north thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Saturday (92-0472);
West Randolph Street (North side)	From a point 74 feet east of the east property line of North Green Street, to a point 52 feet east thereof -- loading zone/tow zone (92-0426);
West Randolph Street (North side)	From a point 20 feet west of the west property line of North Green Street, to a point 32 feet west thereof -- loading zone/tow zone (92-0521);
West Randolph Street (North side)	From a point 25 feet west of the west property line of North Green Street, to a point 25 feet west thereof (92-0430);
West Randolph Street (North side)	From a point 103 feet west of the west property line of North Green Street, to a point 46 feet west thereof -- loading zone/tow zone (92-0523);
North Rogers Avenue (East side)	From a point 10 feet north of West Honore Street, to a point 25 feet north thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (92-0629);

Public Way	Distance And Hours
West Roosevelt Road (North side)	From a point 45 feet east of South Mason Avenue, to a point 40 feet east thereof (92-0474);
South Sangamon Street (East side)	From a point 120 feet south of the south property line of West Van Buren Street, to a point 25 feet south thereof -- loading zone/tow zone -- at all times (92-0419);
North Seeley Avenue (East side)	From a point 30 feet south of West Irving Park Road, to a point 25 feet north thereof -- loading zone/tow zone -- 7:00 A.M. to 5:00 P.M. -- Monday through Saturday (92-0367);
North Spaulding Avenue (East side)	From a point 125 feet north of West Bloomingdale Avenue, to a point 25 feet thereof -- 8:00 A.M. to 10:00 P.M. -- Monday through Friday (92-0478);
West Taylor Street (South side)	From a point 145 feet west of the west property line of South Loomis Street, to a point 35 feet west thereof -- loading zone/tow zone (92-0432);
West Van Buren Street (South side)	From a point 125 feet west of the west property line of South Peoria Street, to a point 25 feet west thereof -- loading zone/tow zone -- at all times (92-0436);
West 47th Street (South side)	From a point 320 feet west of South Wallace Street, to a point 55 feet west thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (92-0550);
West 49th Place (South side)	From a point 130 feet east of South Peoria Street, to a point 38 feet east thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday (92-0552);

Public Way	Distance And Hours
East 57th Street (North side)	From a point 86 feet east of South University Avenue, to a point 25 feet east thereof -- handicapped loading zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday (public benefit) (92-0630);
West 63rd Street (South side)	From a point 50 feet east of South Kenneth Avenue, to a point 80 feet east thereof -- handicapped loading zone -- 10 minute limit -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday (92-0447);
West 63rd Street (North side)	From a point 135 feet east of South Moody Avenue, to a point 14 feet east thereof -- at all times (92-0573);
East 79th Street (South side)	From a point 136 feet west of South Bennett Avenue, to a point 25 feet west thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday (92-0440);
East 79th Street (South side)	From a point 20 feet east of South Calumet Avenue, to a point 25 feet thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (92-0538).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

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

SECTION 1. Repeal ordinance passed June 5, 1987 (Council Journal of Proceedings, pages 1244 and 1245) which reads:

"West Lawrence Avenue (north side) from a point 190 feet east of North Kilpatrick Avenue, to a point 50 feet east thereof -- 6:00 A.M. to 7:00 P.M. (92-0674)".

SECTION 2. Amend ordinance passed April 29, 1992 (Council Journal of Proceedings, page 15429) which reads:

"South State Street (west side) from a point 44 feet north of West Division Street, to a point 22 feet north thereof -- loading zone/tow-away zone -- at all times"

by striking:

"22 feet north thereof"

and inserting in lieu thereof:

"61 feet north thereof (92-0506)".

SECTION 3. 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 29, 1992.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 26, March 25, April 29, May 20 and June 17, 1992) proposed

ordinances to restrict 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 020, 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
South Brayton Street	From State Street to West 126th Place -- westerly (92-0547);
First North/South Alley	West of North Cicero Avenue, between West Catalpa Avenue and West Foster Avenue -- northerly (92-0622);
North/South Alley	Between South Green Street and South Halsted Street, from West 98th Street to West 99th Street -- northerly (92-0562);
North Hamilton Street	From West Webster Avenue to West Lyndale Street -- northerly (92-0195);
First North/South Alley	East of North Kimball Avenue, between West Thorndale Avenue and West Ardmore Avenue -- southerly (92-0672);
North Mason Avenue	From West Lawrence Avenue to West Gunnison Street -- northerly (92-0508);
First North/South Alley	East of North Natoma Avenue, between West Albion Avenue and West Imlay Street -- northerly (92-0664);
South Rockwell Street	From West 109th Street to West 110th Street -- southerly (92-0318);
South Whipple Street	From West 109th Street to West 110th Place -- southerly (92-0319);
East 91st Street	From South Stony Island Avenue to South Cregier Avenue -- westerly (92-0442);
West 102nd Place	From South Elizabeth Street to South Vincennes Avenue -- westerly (92-0455);

Public Way	Limits And Direction
West 112th Street	From South Lothair Avenue to South Bell Avenue -- westerly (92-0320).

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 September 15, 1971 (Council Journal of Proceedings, page 1122) which reads:

"South Peoria Street, from West 95th Street to West 96th Street -- southerly"

by striking:

"southerly"

and inserting in lieu thereof:

"northerly (92-0454)".

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 29, 1992.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 4 and 6, March 25, April 29, May 20, and June 17, 1992) 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 the 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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, Section 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 Damen Avenue (East side)	From West Foster Avenue, to a point 150 feet north thereof (92-0669);
West Foster Avenue (North side)	From North Damen Avenue, to a point 150 feet west thereof (92-0668);
North Kedzie Avenue (East side)	From West Birchwood Avenue, to West Howard Street (92-0631);
North Keeler Avenue (Both sides)	From West Belmont Avenue, to the first alley north thereof -- trucks only (92-0487);
South Kilbourn Avenue (West side)	In the 4700 block -- trucks only (92-0462);
South Spaulding Avenue (East side)	From property line north of West 51st Street, to a point 590 feet north thereof (92-0276).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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 as indicated:

Public Way	Area
South Aberdeen Street	At 3120 -- Handicapped Permit 6605;
South Ada Street	At 4835 -- Handicapped Permit 6606;
South Ada Street	At 6045 -- Handicapped Permit 6633;
West Agatite Avenue	At 5531 -- Handicapped Permit 6696;
North Albany Avenue	At 1636 -- Handicapped Permit 6741;
North Artesian Avenue	At 1329 -- Handicapped Permit 6663;
South Artesian Avenue	At 5837 -- Handicapped Permit 6625;
South Avenue C	At 10636 -- Handicapped Permit 6600;
South Avenue O	At 10338 -- Handicapped Permit 6601;
West Barry Avenue	At 7235 -- Handicapped Permit 6688;
North Bell Avenue	At 3446 -- Handicapped Permit 6780;
North Bell Avenue	At 6433 -- Handicapped Permit 6699;
South Bell Avenue	At 3422 -- Handicapped Permit 6614;
South Bell Avenue	At 3437 -- Handicapped Permit 6788;

Public Way	Area
South Bishop Street	At 7712 -- Handicapped Permit 6537;
South Bishop Street	At 7724 -- Handicapped Permit 6641;
South Bishop Street	At 11811 -- Handicapped Permit 6682;
South Bonfield Street	At 2922 -- Handicapped Permit 6604;
South Campbell Avenue	At 3936 -- Handicapped Permit 6618;
South Carpenter Street	At 7622 -- Handicapped Permit 6639;
West Charleston Street	At 2312 -- Handicapped Permit 6674;
South Christiana Avenue	At 5518 -- Handicapped Permit 6793;
South Claremont Avenue	At 3437 -- Handicapped Permit 6787;
North Claremont Avenue	At 4159 -- Handicapped Permit 6783 (signs to be posted on West Berteau Avenue);
North Clarendon Avenue	At 4343 -- Handicapped Permit 6591;
South Cornell Avenue	At 7012 -- Handicapped Permit 6595;
West Cullerton Street	At 2323 -- Handicapped Permit 6740;
West Cuyler Avenue	At 1451 -- Handicapped Permit 6779;
South Eberhart Avenue	At 10447 -- Handicapped Permit 6795;

Public Way	Area
South Eberhart Avenue	At 10449 -- Handicapped Permit 6796;
South Emerald Avenue	At 3311 -- Handicapped Permit 6786;
South Emerald Avenue	At 4537 -- Handicapped Permit 6608;
North Fairfield Avenue	At 6724 -- Handicapped Permit 6583;
West Gladys Avenue	At 4141 -- Handicapped Permit 6746;
West Grace Street	At 5722 -- Handicapped Permit 6690;
West Grace Street	At 6141 -- Handicapped Permit 6770;
North Greenview Avenue	At 1319 -- Handicapped Permit 6672;
South Hamlin Avenue	At 7222 -- Handicapped Permit 6700;
North Hermitage Avenue	At 823 -- Handicapped Permit 6673;
South Hermitage Avenue	At 7957 -- Handicapped Permit 6638;
South Homan Avenue	At 2237 -- Handicapped Permit 6649;
South Honore Avenue	At 4337 -- Handicapped Permit 6721;
West Howard Street	At 3133 -- Handicapped Permit 6697;
South Hoxie Avenue	At 10409 -- Handicapped Permit 6720;

Public Way	Area
South Hoyne Avenue	At 3542 -- Handicapped Permit 6789;
South Justine Street	At 8029 -- Handicapped Permit 6642;
North Keating Avenue	At 2206 -- Handicapped Permit 6666;
South Kingston Avenue	At 9126 -- Handicapped Permit 6715;
South Kolin Avenue	At 4818 -- Handicapped Permit 6650;
South Leavitt Street	At 3244 -- Handicapped Permit 6610;
South Leavitt Street	At 3444 -- Handicapped Permit 6617;
West Leland Avenue	At 3037 -- Handicapped Permit 6693;
South Loomis Boulevard	At 6550 -- Handicapped Permit 6634;
South Loomis Boulevard	At 9014 -- Handicapped Permit 6542;
South Lorel Avenue	At 5140 -- Handicapped Permit 6653;
South Manistee Avenue	At 8213 -- Handicapped Permit 6714;
South Maplewood Avenue	At 4915 -- Handicapped Permit 6410;
South Marshfield Avenue	At 3608 -- Handicapped Permit 6791;
South Marshfield Avenue	At 7709 -- Handicapped Permit 6728;

Public Way	Area
North Mayfield Avenue	At 1616 -- Handicapped Permit 6754;
North McVicker Avenue	At 5729 -- Handicapped Permit 6695;
South Melvina Avenue	At 5555 -- Handicapped Permit 6585;
South Menard Avenue	At 109 -- Handicapped Permit 6665;
North Merrimac Avenue	At 6326 -- Handicapped Permit 6694;
South Michigan Avenue	At 5729 -- Handicapped Permit 6731;
South Millard Avenue	At 10628 -- Handicapped Permit 6701;
North Mont Clare Avenue	At 2823 -- Handicapped Permit 6687;
South Muskegon Avenue	At 9737 -- Handicapped Permit 6717;
North Newcastle Avenue	At 2607 -- Handicapped Permit 6686;
South Normal Avenue	At 7923 -- Handicapped Permit 6640;
South Normal Avenue	At 9909 -- Handicapped Permit 6732;
South Normal Avenue	At 10543 -- Handicapped Permit 6683;
West Oakdale Avenue	At 1932 -- Handicapped Permit 6670;
South Oakley Avenue	At 3337 -- Handicapped Permit 6609;

Public Way	Area
North Paulina Street	At 6320 -- Handicapped Permit 6698;
South Paulina Street	At 3248 -- Handicapped Permit 6785;
South Paulina Street	At 3531 -- Handicapped Permit 6603;
South Paulina Street	At 3534 -- Handicapped Permit 6607;
South Perry Avenue	At 8159 -- Handicapped Permit 6824;
South Phillips Avenue	At 7725 -- Handicapped Permit 6713;
West Potomac Avenue	At 2642 -- Handicapped Permit 6662;
South Prairie Avenue	At 6840 -- Handicapped Permit 6648;
North Pulaski Road	At 1018 -- Handicapped Permit 6669;
North Richmond Street	At 4300 -- Handicapped Permit 6704;
North Ridgeway Avenue	At 4920 -- Handicapped Permit 6703;
South Ridgeway Avenue	At 1901 -- Handicapped Permit 6654;
North Rockwell Street	At 2523 -- Handicapped Permit 6677;
South St. Louis Avenue	At 1533 -- Handicapped Permit 6655;
South Sangamon Street	At 5242 -- Handicapped Permit 6706;

Public Way	Area
South Sangamon Street	At 6615 -- Handicapped Permit 6635;
South Sangamon Street	At 10344 -- Handicapped Permit 6684;
South Sawyer Avenue	At 4510 -- Handicapped Permit 6723;
South Sawyer Avenue	At 5744 -- Handicapped Permit 6702;
South Seeley Avenue	At 3304 -- Handicapped Permit 6612;
South Seeley Avenue	At 5752 -- Handicapped Permit 6628;
South Seeley Avenue	At 5755 -- Handicapped Permit 6626;
West School Street	At 6113 -- Handicapped Permit 6769;
North Spaulding Avenue	At 2031 -- Handicapped Permit 6762;
North Spaulding Avenue	At 4419 -- Handicapped Permit 6678;
South Springfield Avenue	At 11036 -- Handicapped Permit 6643;
South Talman Avenue	At 4327 -- Handicapped Permit 6615;
South Throop Street	At 6840 -- Handicapped Permit 6725;
South Torrence Avenue	At 10418 -- Handicapped Permit 6718;
South University Avenue	At 9749 -- Handicapped Permit 6716;

Public Way	Area
South Wallace Street	At 9922 -- Handicapped Permit 6733;
West Washburne Avenue	At 2112 -- Handicapped Permit 6660;
North Whipple Street	At 2954 -- Handicapped Permit 6676;
South Winchester Avenue	At 3650 -- Handicapped Permit 6790;
South Winchester Avenue	At 4851 -- Handicapped Permit 6624;
South Winchester Avenue	At 6748 -- Handicapped Permit 6632;
South Wolcott Avenue	At 3751 -- Handicapped Permit 6722;
South Wolcott Avenue	At 6438 -- Handicapped Permit 6629;
North Woodard Street	At 2829 -- Handicapped Permit 6680;
West 19th Street	At 3759 -- Handicapped Permit 6657;
West 21st Place	At 1618 -- Handicapped Permit 6739;
West 22nd Place	At 2737 -- Handicapped Permit 6738;
West 24th Place	At 2650 -- Handicapped Permit 6659;
West 32nd Place	At 1235 -- Handicapped Permit 6792;
West 39th Place	At 2544 -- Handicapped Permit 6616;

Public Way	Area
West 52nd Street	At 2051 -- Handicapped Permit 6622;
East 55th Street	At 1329 -- Handicapped Permit 6596;
West 55th Street (South side)	At 4233 -- Handicapped Permit 6621 (alongside on Tripp);
East 64th Place	At 849 -- Handicapped Permit 6644;
East 65th Street	At 847 -- Handicapped Permit 6647;
East 69th Place	At 1516 -- Handicapped Permit 6645;
West 73rd Street	At 1241 -- Handicapped Permit 6727;
East 89th Street	At 710 -- Handicapped Permit 6599;
West 108th Street	At 1327 -- Handicapped Permit 6765.

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

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Removal of Handicapped Permit 3785 signs, located at 3816 West Ainslie Street.

SECTION 2. Removal of Handicapped Permit 1186 signs, located at 1525 West Ardmore Avenue.

SECTION 3. Removal of handicapped permit signs, located at 3455 North Claremont Avenue.

SECTION 4. Relocation of Handicapped Permit 4834 signs, from 3009 North Francisco Avenue to 4956 West Belden Avenue.

SECTION 5. Repeal of ordinance passed September 15, 1982 (Council Journal of Proceedings, pages 12350 through 12353), which reads:

"North Harlem Avenue (west side) from a point 275 feet south of West Higgins Avenue, to a point 125 feet south thereof (92-0644)".

SECTION 6. Removal of Handicapped Permit 3017 signs, located at 2139 North Hudson Avenue.

SECTION 7. Removal of Handicapped Permit 3975 signs, located at 1723 North Keating Avenue.

SECTION 8. Removal of Handicapped Permit 6283 signs, located at 3003 West Logan Boulevard.

SECTION 9. Removal of Handicapped Permit 1656 signs, located at 5153 South Luna Avenue.

SECTION 10. Removal of Handicapped Permit 6187 signs, located at 2234 West Lyndale Avenue.

SECTION 11. Removal of Handicapped Permit 6368 signs, located at 2450 North McVicker Avenue.

SECTION 12. Relocate Handicapped Permit 6565 signs, from 4222 West Potomac Avenue to 1821 North Keeler Avenue.

SECTION 13. Amend ordinance passed February 4, 1986 (Council Journal of Proceedings, page 28176) which reads:

"South Sangamon Street (west side) from a point 66 feet south of West Jackson Boulevard, to a point 92 feet south thereof -- parking prohibited at all times -- Monday through Friday"

by striking:

"parking prohibited at all times -- Monday through Friday"

and inserting in lieu thereof:

"parking prohibited/tow zone -- at all times (92-0431)".

SECTION 14. Removal of Handicapped Permit 3544 signs, located at 4603 West Shakespeare Avenue.

SECTION 15. Removal of handicapped permit signs, located at 4411 North Seeley Avenue.

SECTION 16. Removal of Handicapped Permit 5199 signs, located at 4811 North Tripp Avenue.

SECTION 17. Removal of illegal handicapped permit signs, located at 11300 South Troy Street.

SECTION 18. Removal of Handicapped Permit 5390 signs, located at 5210 South Trumbull Avenue.

SECTION 19. Relocate Handicapped Permit 1360 signs, from 2316 West 48th Street to 3240 South Hamilton Avenue.

SECTION 20. This ordinance shall take effect and be in force hereinafter 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 ways in the areas indicated, during the hours specified:

Public Way	Limits And Time
West Armitage Avenue (North side)	From a point 20 feet west of North Laporte Avenue, to a point 38 feet west thereof -- 8:00 A.M. to 4:30 P.M. -- on all school days (92-0476);

Public Way	Limits And Time
West Cermak Road	(North side) Wednesdays -- (south side) Thursdays -- 7:00 A.M. to 9:00 A.M. -- April 1 through November 30 -- street cleaning/tow-away zone (92-0151);
West Grand Avenue	From North Wood Street to North Sangamon Street (north side) Tuesdays -- (south side) Wednesdays -- 7:00 A.M. to 9:00 A.M. -- April 1 through November 30 -- street cleaning/tow-away zone (92-0052);
South Morgan Street	From West 31st Street to West 39th Street (east side) Thursdays -- (west side) Tuesdays -- 7:00 A.M. to 9:00 A.M. -- April 15 through November 15 -- street cleaning/tow-away zone (92-0274);
South Wentworth Avenue	From West Cermak Road to West 24th Place (east side) Wednesdays -- (west side) Thursdays -- 7:00 A.M. to 9:00 A.M. -- April 1 through November 30 -- street cleaning/tow-away zone (92-0155);
East 92nd Place (North side)	Between South Yates Boulevard and South Crandon Avenue -- 7:00 A.M. to 3:30 P.M. -- no exceptions (92-0542).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition During Specified Hours.

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

SECTION 1. Amending ordinance passed October 31, 1951 (Council Journal of Proceedings, page 1179) which reads:

"West Diversey Avenue (south side) between West Logan Boulevard and North Harlem Avenue -- 7:00 A.M. to 9:00 A.M."

by striking:

"West Diversey Avenue, from North Harlem Avenue to North Sayre Avenue".

SECTION 2. Repeal ordinance passed September 14, 1955 (Council Journal of Proceedings, page 1034) which reads:

"South Halsted Street (both sides) from South Vincennes Avenue to West 107th Street -- 7:00 A.M. to 9:00 P.M. and 4:00 P.M. to 6:00 P.M. -- except on Saturdays, Sundays and holidays (92-0684)".

SECTION 3. Repeal ordinance passed November 15, 1974 (Council Journal of Proceedings, page 9213) which reads:

"South Halsted Street (east side) from West 107th Street to West 123rd Street -- 7:00 A.M. to 9:00 P.M. -- except Saturdays, Sundays and holidays; and South Halsted Street (west side) from West 107th Street to West 123rd Street -- 4:00 P.M. to 6:00 P.M. -- except Saturdays, Sundays and holidays (92-0865)".

SECTION 4. Amend ordinance related to 5400 block of North Harlem Avenue (both sides) 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday to Friday, by striking the above and inserting in lieu thereof:

"North Harlem Avenue (both sides) from West Higgins Avenue to West Balmoral Avenue -- no parking/tow-away zone".

SECTION 5. Repeal ordinance passed September 10, 1980 (Council Journal of Proceedings, page 3714) which reads:

"North Harlem Avenue (both sides) from West Higgins Avenue to a point 500 feet south thereof (92-0643)".

SECTION 6. Amend ordinance passed May 9, 1979 (Council Journal of Proceedings, page 118) which reads:

"South Mobile Avenue (both sides) from South Archer Avenue to the first alley north thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday"

by striking:

"8:00 A.M. to 10:00 A.M."

and inserting in lieu thereof:

"6:00 A.M. to 8:30 A.M. (92-0574)".

SECTION 7. 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 ways in the areas indicated, during the hours specified:

Public Way	Limits And Time
North Clark Street (Both sides)	From West Chase Avenue to West Jarvis Avenue -- two hour limit -- at all times (92-0634).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Limitations During Specified Hours.

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

SECTION 1. Repeal ordinance passed December 18, 1986, page 38546, which reads:

"South LaSalle Street (both sides) from approximately 100 feet south of the south property line of West Polk Street to West Taylor Street -- one hour parking -- 9:00 A.M. to 4:00 P.M. -- Monday through Friday (92-0250)".

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. Pusuant 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 Bennett Avenue (East side)	In the 7600 block -- at all times -- Zone 44;
North Bernard Avenue (Both sides)	From West Belle Plaine Avenue to the first alley north of West Irving Park Road -- at all times -- Zone 114;
South Claremont Avenue (Both sides)	In the 2500 block -- at all times -- Zone 109;
West Henderson Street (West side)	From North California Avenue to the first alley northeast of North Elston Avenue -- at all times -- Zone 97;

Street	Limits
West Leland Avenue (North side)	From North Laramie Avenue to the first alley east thereof (alongside of 4701 North Laramie Avenue) -- at all times -- Zone 264;
North McVicker Avenue (Both sides)	From West Belle Plaine Avenue to West Berteau Avenue -- at all times -- Zone 341;
South Monitor Avenue (Both sides)	In the 5300 block -- at all times -- Zone 105;
111th Place (North side)	Starting at the northwest corner of South Bell Avenue to a point 125 feet west thereof -- at all times -- Zone 272.

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 ordinance passed February 4, 1992 (Council Journal of Proceedings, pages 12839 -- 12842) related to West Belden Avenue by striking:

"(south side) from North Harlem Avenue to the first alley east thereof"

and inserting in lieu thereof:

"(south side) from North Harlem Avenue to North Neva Avenue and (north side) from the first alley east of North Harlem Avenue to North Neva Avenue -- at all times -- Zone 26".

SECTION 2. Amend ordinance passed February 4, 1992 (Council Journal of Proceedings, page 12839) by repealing:

"North Bernard Avenue (both sides) from the first alley north of West Montrose Avenue to West Sunnyside Avenue -- Zone 326".

SECTION 3. Amend ordinance passed March 15, 1991 (Council Journal of Proceedings, pages 31352 -- 31353) relating to athletic events at Comisky Park by adding:

"36th Street (both sides) between South Halsted Street and South Lituanica Street (92-0242)".

SECTION 4. Amend ordinance passed December 18, 1984 (Council Journal of Proceedings, page 12049) by striking:

"North Drake Avenue (both sides) between West Ardmore Avenue and West Hollywood Avenue (5700 block of North Drake Avenue) -- Zone 1".

SECTION 5. Amend ordinance passed December 11, 1991 (Council Journal of Proceedings, pages 11141 -- 11144) by striking:

"North Mont Clare Avenue (both sides) in the 2800 block -- at all times -- Zone 162".

SECTION 6. Amend ordinance passed December 11, 1991 (Council Journal of Proceedings, page 11143) by striking:

"5800 block of North Navarre Avenue (both sides) -- at all times -- Zone 49".

SECTION 7. Amend ordinance passed February 4, 1992 (Council Journal of Proceedings, pages 12829 -- 12842) by striking:

"North Oak Park Avenue (both sides) from West Higgins Avenue to West Rascher Avenue; and West Higgins Avenue (north side) from North Oak Park Avenue to a point 67 feet west thereof (6740 West Higgins Avenue only) -- at all times -- Zone 20".

SECTION 8. Amend ordinance related to 4600 block of North Wolcott Avenue (both sides) -- at all times -- Zone 126, by striking:

"at all times -- 5:30 P.M. to 7:00 A.M. -- daily".

SECTION 9. Striking:

"West 57th Street (north side) from South Narragansett Avenue to the first alley west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday"

and inserting in lieu thereof:

"West 57th Street (north side) from South Narragansett Avenue to the first alley west thereof -- at all times -- Zone 29".

SECTION 10. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as diagonal parking/service drives, for the following locations:

Street	Limits
West Eddy Street (South side)	From North Central Avenue to the first alley west thereof -- service drive/diagonal parking (92-0675);

Street	Limits
West Haft Street (South side)	From North Milwaukee Avenue to the first alley west thereof -- service drive/diagonal parking (92-0667);
North Harding Avenue	In the 2400 block (west side) from West Fullerton Avenue to the first alley north thereof -- service drive/diagonal parking (92-0486);
South Kedvale Avenue (Both sides)	Between West 47th Street and the first alley south thereof -- service drive/diagonal parking;
North Leavitt Street (East side)	From West Devon Avenue to the first alley north thereof -- service drive/diagonal parking (92-0632);
North Leclaire Avenue (West side)	From West Irving Park Road to the first alley north thereof -- service drive/diagonal parking (92-0623);
North Olcott Avenue (East side)	Alongside of 7461 West Addison Street -- service drive/diagonal parking (92-0490);
West School Street (North side)	In the 3500 block frontage of Avondale Park -- service drive/diagonal parking (92-0484);
West 28th Street (North side)	From South Pulaski Road to the first alley east thereof -- service drive/diagonal parking (92-0457);
East 74th Street (North side)	From South Jeffery Boulevard to a point 125.9 feet west thereof -- service drive/diagonal parking (92-0437);
East 74th Street (North side)	From South Stony Island Avenue to a point 262 feet east thereof -- service drive/diagonal parking (92-0438).

SECTION 2. This ordinance shall take effect and be in force from its passage and publication.

ESTABLISHMENT OF SPEED LIMITATION ON PORTION OF SOUTH COMMERCIAL AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 20, 1992) a proposed order to establish a speed limitation on a portion of South Commercial 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 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 Commercial Avenue	Between East 101st Street and East 103rd Street -- 25 miles per hour (92-0548).

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 29, 1992.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 26, March 25, April 29, May 20 and June 17, 1992) 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 Transportation is hereby authorized and directed to install traffic signs designating the hours of prohibition along said routes:

Public Way	Limits And Times
West Addison Street (Both sides)	From North Cicero Avenue to the first alley east thereof -- at all times (92-0489);

Public Way	Limits And Times
South Blackstone Avenue (East side)	From East Hyde Park Boulevard to East 50th Street -- no parking, no stopping, no standing -- 7:30 A.M. to 4:00 P.M. -- Monday through Friday -- tow-away zone (92-0527);
South Clinton Street (East side)	From a point 30 feet north of West Monroe Street, to a point 130 feet north thereof -- at all times (92-0245);
East Delaware Place (North side)	From a point 135 feet west of (inner) Lake Shore Drive, to a point 20 feet west thereof -- reserved parking for handicapped -- tow zone (92-0516);
East Hyde Park Boulevard (North side)	From South Lake Park Avenue to South Blackstone Avenue -- no parking, no stopping, no standing -- 7:30 A.M. to 4:00 P.M. -- Monday through Friday -- tow zone (92-0528);
West Jackson Boulevard	From a point west of the west property line of South Peoria Street, to a point 25 feet west thereof (92-0428);
North Kedzie Avenue (West side)	From West Thomas Street to West Haddon Avenue (92-0477);
South Lake Park Avenue (West side)	From East Hyde Park Boulevard to a point 665 feet north thereof -- 7:30 A.M. to 4:00 P.M. -- Monday through Friday -- 7:30 A.M. to 4:00 P.M. -- Monday through Friday -- tow zone (92-0529);
North Lavergne Avenue (West side)	From a point 118 feet north of West Thomas Street, to a point 210 feet north thereof (92-0677);
West Locust Street (North side)	From North Wells Street to North Franklin Street (92-0217);

Public Way	Limits And Times
South Monitor Avenue (West side)	From West Roosevelt Road to the first alley thereof -- at all times (92-0588);
West Monroe Street (North side)	From South Clinton Street to South Canal Street -- at all times (92-0247);
West Schubert Avenue (North side)	From North Avers Avenue to North Springfield Avenue -- at all times (92-0601);
West Vermont Street (South side)	From a point 20 feet west of South Lowe Avenue, to a point 20 feet west thereof -- no parking, no stopping, no standing -- at all times -- tow zone;
North Wabash Avenue (West side)	From a point 5 feet north of (lower) East Hubbard Street, to a point 106 feet north thereof (92-0354).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION OF TRAFFIC WARNING SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (July 24 and December 11, 1991, February 26, March 25, April 29 and May 20, 1992) proposed orders for traffic warning signs, begs leave to recommend

that Your Honorable Body do *Pass* the proposed substitute order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

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

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 Transportation be and the same is hereby authorized and directed to erect traffic warning signs on the following streets, of the type specified:

Street	Type Of Sign
Stopping South Albany Avenue for West 54th Place	"One-Way Stop" sign (92-0388);
Stopping South Albany Avenue for West 105th Street	"Two-Way Stop" signs (92-0302);
West Argyle Street and North Washtenaw Avenue	"All-Way Stop" signs (92-0384);

Street	Type Of Sign
Stopping North Avers Avenue for West Leland Avenue	"One-Way Stop" sign;
Stopping West Birchwood Avenue for North Ottawa Avenue	"Two-Way Stop" signs (92-0382);
Stopping South Carpenter Street for West 58th Street	"Two-Way Stop" signs (92-0410);
Stopping South Central Park Avenue for West 115th Place	"Stop" sign (92-0316);
South Central Park Avenue and West 116th Street	"All-Way Stop" signs (92-0317);
Stopping South Drake Avenue for West 110th Street	"Two-Way Stop" signs (92-0292);
Stopping South Elizabeth Street for West 81st Street	"Stop" sign (92-0289);
West Erie Street and North Bishop Street	"Three-Way Stop" signs (92-0399);
West Fillmore Street and South Monitor Avenue	"All-Way Stop" signs (92-0404);
West Granville Avenue and North Winchester Avenue	"All-Way Stop" signs (92-0377);
West Gunnison Street and North Mason Avenue	"All-Way Stop" signs (92-0381);
North Hiawatha Avenue and North Nokomis Avenue	"All-Way Stop" signs (92-0383);
South Homan Avenue and West 105th Street	"All-Way Stop" signs (92-0415);
South Kedvale Avenue and West 82nd Place	"All-Way Stop" signs (92-0288);
South Kostner Avenue and West 82nd Street	"All-Way Stop" signs (92-0290);

Street	Type Of Sign
Stopping North Leavitt Street for West Cuyler Avenue	"Two-Way Stop" signs (92-0379);
North Leavitt Street and West Erie Street	"All-Way Stop" signs (92-0328);
North Leavitt Street and West Huron Street	"All-Way Stop" signs (92-0193);
Stopping North LeClaire Avenue for West Parker Avenue	"One-Way Stop" sign (92-0402);
South Longwood Drive and West 100th Street	"All-Way Stop" signs (92-0300);
North Lowell Avenue and West Cortland Avenue	"All-Way Stop" signs (92-0403);
Stopping North Major Avenue for West Seminole Street	"Two-Way Stop" signs (92-0380);
Stopping South Moody Avenue for West 61st Street	"Stop" sign (92-0408);
North Mozart Street and West Cortland Street	"All-Way Stop" signs (92-0323);
North Mozart Street and West Wabansia Avenue	"All-Way Stop" signs (92-0325);
North Oakley Boulevard and West Erie Street	"All-Way Stop" signs (92-0326);
North Oakley Boulevard and West Thomas Street	"All-Way Stop" signs (92-0333);
Stopping South Oakley Avenue for West 94th Street	"Stop" sign (92-0303);
North Oketo Avenue and West Foster Avenue	"All-Way Stop" signs (92-0347);
North Page Avenue and West Grace Street	"All-Way Stop" signs (92-0341);

Street	Type Of Sign
North Pulaski Road and West Cortland Street	"All-Way Stop" signs
North Richmond Street and West Wabansia Avenue	"All-Way Stop" signs (92-0324);
South Rockwell Street and West 56th Street	"All-Way Stop" signs (92-0389);
Stopping South Sacramento Avenue for West 104th Street	"Stop" sign (92-0311);
Stopping South Sacramento Avenue for West 105th Street	"Stop" sign (92-0312);
Stopping South Sacramento Avenue for West 106th Street	"Stop" sign (92-0313);
Stopping South Sacramento Avenue for West 108th Street	"Stop" sign (92-0309);
South St. Louis Avenue and West 110th Street	"All-Way Stop" signs (92-0306);
South Spaulding Avenue and West 25th Street	"All-Way Stop" signs (92-1470);
West Waveland Avenue and North Mobile Avenue	"All-Way Stop" signs (92-0386);
South Whipple Street and West 110th Place	"All-Way Stop" signs (92-0298);
North Wolcott Avenue and West Cullom Avenue	"All-Way Stop" signs (92-0378);
North Wood Street and West Bloomingdale Avenue	"All-Way Stop" signs (92-0400);
North Wood Street and West Hubbard Street	"All-Way Stop" signs (92-0327);
Stopping South Wood Street for West 101st Street	"Two-Way Stop" signs (92-0314);

Street	Type Of Sign
West 28th Place and South Shields Avenue	"All-Way Stop" signs (92-0398);
Stopping West 37th Place for South Washtenaw Avenue	"Two-Way Stop" signs (92-0281);
Stopping West 64th Street for South Linder Avenue	"Two-Way Stop" signs (92-0283);
West 69th Street and South Woods Street	Automatic traffic control signal (for long range signal program only) (92-0835);
East 73rd Street and South Indiana Avenue	"All-Way Stop" signs (92-0396);
East 80th Street and Blackstone Avenue	"All-Way Stop" signs (92-0395);
Stopping West 81st Street for South Spaulding Avenue	"Stop" sign (92-0411);
Stopping West 82nd Place for South Tripp Avenue	"Two-Way Stop" signs (92-0285);
Stopping West 83rd Place for South Francisco Avenue	"Stop" sign (92-0414);
Stopping West 84th Place for South Karlov Avenue and South Kenton Avenue (east leg)	"Two-Way Stop" signs (92-0412);
Stopping East 84th Street for South Wabash Avenue	"Stop" sign (92-0397);
East 92nd Street and South Cregier Avenue	"All-Way Stop" signs;
Stopping West 100th Street for South Damen Avenue	"Stop" sign (92-0315);
Stopping West 112th Street for South Artesian Avenue	"Two-Way Stop" signs (92-0295);
Stopping West 112th Street for South Whipple Street	"Two-Way Stop" signs (92-0305);

Street	Type Of Sign
Stopping West 113th Street for South Artesian Avenue	"Two-Way Stop" signs (92-0293).

ESTABLISHMENT OF WEIGHT LIMITATIONS ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 29 and May 20, 1992) 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 members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

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

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 the limits indicated (except for the purposes of delivering or picking up material for merchandise) shall be as follows:

Public Way	Limits And Maximum Load
South Archer Avenue	From South State Street to South Clark Street -- 5-tons (92-0520);
North May Street	From West Grand Avenue to West Ogden Avenue -- 5-tons (92-0433);
West 13th Street	From South Ashland Avenue to South Wolcott Avenue -- 5-tons (92-0518).

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 29, 1992.

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 the committee (June 12, 1991, February 26, March 25, April 29, May 20 and June 17, 1992) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Public Way	Location
South Aberdeen Street	At 7729;
South Aberdeen Street	At 11659;
West Addison Street	At 6233 (92-0494);
West Augusta Boulevard	At 2623 --15 feet east/west thereof (92-0469);

Public Way	Location
South Baltimore Avenue	At 9216;
West Barry Avenue	At 1832;
West Belmont Avenue	At 7532;
West Bloomingdale Avenue	At 4849;
North California Avenue	At 2738;
West Carroll Avenue	At 4150;
South Central Park Avenue	At 2553;
West Charleston Street	At 2312;
North West Circle Avenue	At 5933;
South Commercial Avenue	At 8839;
West Cornelia Avenue	At 5458 (92-0604);
West Crystal Street	At 3232;
South Dante Avenue	At 7616;
West Division Street	At 5453;
South East End Avenue	At 7112;
West Erie Street	At 1408;
South Escanaba Avenue	At 10250;
West Evergreen Avenue	At 3428;
West Gladys Avenue	At 3841;
West Harrison Street	At 5252;
South Hermitage Avenue	At 5307 (92-0452);
West Hobart Avenue	And North Nottingham Avenue -- 25 feet (92-0500);

Public Way	Location
West Jarvis Avenue	At 1730 (92-0635);
North Keeler Avenue	At 2023;
North Kenneth Avenue	At 2930;
North Long Avenue	At 29;
South May Street	At 10032;
South Mayfield Avenue	At 6223;
South Michigan Avenue	At 4507;
South Morgan Street	At 11320;
South Normal Boulevard	At 6113;
West North Avenue	At 4123 (located on side of 1549 North Kedvale Avenue);
West Potomac Avenue	At 5459 (92-0473);
South Prairie Avenue	At 5028;
South Pulaski Road	At 1641;
West Roscoe Street	At 2705 (92-0481);
West Rosedale Avenue	At 6353;
North Rutherford Avenue	At 3558;
West St. Paul Avenue	At 4830;
North Sheffield Avenue	At 2025;
North Sheridan Road	At 5333 (92-0512);
North Springfield Avenue	At 522;
West Van Buren Street	At 4428;
South Wabash Avenue	At 5310;

Public Way	Location
South Wabash Avenue	At 5317;
South Wallace Street	At 10201;
West Washington Boulevard	At 4930;
West Wellington Avenue	At 5155;
South Winchester Avenue	At 3618;
East 55th Street	At 1225;
West 70th Street	At 3711;
East 91st Street	At 531.

Parking Prohibited During Specified Hours:

Public Way	Location
North Lincoln Avenue	At the 2300 block -- (east side) 6:00 A.M. to 7:00 P.M., Monday through Friday -- (west side) at all times (92-0504).

Loading Zones:

Public Way	Location
West North Avenue	At 2941 -- 15 feet east/west thereof -- 8:00 A.M. to 4:00 P.M.-- Monday through Saturday;
East 79th Street	At 2219 -- 6:00 A.M. to 5:00 P.M. -- Monday through Friday (92-0261).

Weight Limitations:

Public Way	Location
South Calumet Avenue	From East 85th Street to East 87th Street -- 5 tons (92-0537);
South Campbell Avenue	From East 78th Street to East 79th Street -- 5 tons (92-0441);
North Kimball Avenue	In the 4500 block -- 5 tons (92-0495);
East 74th Street	From South Kimbark Avenue to South Dorchester Avenue -- 5 tons (92-0257).

Residential Permit Parking:

Public Way	Location
North Bernard Street	In the 4000 block -- at all times;
West Cortland Street	In the 1600 block -- at all times;
North Kedzie Boulevard (West side)	From 2544 to 2614 North Kedzie Boulevard -- at all times;
South State Street (East side)	In the 7900 block (from 7921 to 8000) -- 6:00 A.M. to 10:00 A.M. -- Sunday through Saturday.

Speed Limitation:

Public Way	Location
South Archer Avenue	Between South State Street and South Clark Street (92-0418).

Traffic Lane Tow-Away Zones:

Public Way	Location
West Adams Street (Both sides)	In the 1500 block -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Saturday (92-0420);
West Addison Street (South side)	From North Cicero Avenue to the first alley east thereof -- at all times (92-0475);
North Cicero Avenue	From 4358 to the first alley south thereof -- 4:00 P.M. to 7:00 P.M. (92-0502);
North Meade Avenue (West side)	From West Touhy Avenue to a point 130 feet north thereof -- at all times (92-0499);
East Ontario Street	At 233 -- at all times (92-0355);
West Taylor Street	From South Oakley Boulevard to a point 48 feet east thereof (92-0421).

Corner Clearance:

Public Way	Location
South Kilpatrick Avenue	From southwest corner of South Kilpatrick Avenue and West Van Buren Street to a point 25 feet thereof -- at all times (92-0583);
East 92nd Street (Southwest/northwest corners)	And South Yates Avenue -- at all times (92-0543).

Service Drive/Diagonal Parking:

Public Way	Location
West 26th Street	In front of 3001 -- 3025 (92-0553).

Traffic Warning Signs:

(April 29, 1992) "Stop" sign -- West Chicago Avenue and North Wolcott Avenue (92-0401);

(March 25, 1992) Yellow flashing signals -- east/westbound traffic on West Chicago Avenue at North Wolcott Avenue (92-0332);

(May 20, 1992) "No Left Turn -- 3:00 P.M. To 7:00 P.M." sign -- West Foster Avenue at North Bernard Street for eastbound traffic on West Foster Avenue turning northerly onto North Bernard Street (92-0608);

(April 29, 1992) "Three-Way Stop" sign -- South Leamington Avenue and West Quincy Street (92-0405);

(March 25, 1992) "Stop" sign -- North Leavitt Street at West Huron Street (92-0331);

(March 25, 1992) Right turn signals -- West North Avenue and North Oak Park Avenue (92-0336);

(March 25, 1992) "Stop" sign -- north/southbound traffic on South Sacramento Avenue at West 107th Street (92-0310);

(March 25, 1992) "Stop" sign -- north/southbound traffic on South Sacramento Avenue at West 109th Street (92-0299);

(June 12, 1991) "Stop" sign -- east/westbound traffic on West 71st Street at intersection of South Hoyne Avenue (91-0618);

(April 29, 1992) "Stop" sign -- east/westbound traffic on West 82nd Street at the intersection of South Kostner Avenue (92-0413);

(April 29, 1992) "Stop" sign -- east/westbound traffic on East 87th Street at South Clyde Avenue (92-0393);

(March 25, 1992) "Four-Way Stop" sign -- West 95th Street and South Racine Avenue (92-0321);

(March 25, 1992) "Stop" sign -- east/westbound traffic on West 102nd Street at intersection of South Prospect Avenue (92-0301);

(March 25, 1992) "Stop" sign -- east/westbound traffic on West 107th Street at intersection of South St. Louis Avenue (92-0297);

(March 25, 1992) "All-Way Stop" sign -- West 108th Street and South Christiana Avenue (92-0308);

(March 25, 1992) "All-Way Stop" sign -- West 109th Street and South Christiana Avenue (92-0307);

(April 29, 1992) "All-Way Stop" sign -- East 134th Street and South Avenue K (92-0390);

(April 29, 1992) "All-Way Stop" sign -- East 134th Street and South Avenue M (92-0391).

Amend Parking Prohibited At All Times:

Removal of (east side) on the 4500 block of North Avers Avenue (92-0498);

Relocate from 11329 South Avenue N to 13354 South Burley Avenue -- Handicapped Permit 5939;

Removal of 5210 South Trumbull Avenue -- Handicapped Permit 5390.

Amend Residential Permit Parking:

Amend ordinance by rescinding 5800 block of North Navarre Avenue (both sides) -- at all times.

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

Action Deferred -- REPEAL OF ORDINANCE WHICH PROHIBITED PARKING DURING SPECIFIED HOURS ON PORTION OF NORTH SHERIDAN ROAD.

The Committee on Traffic Control and Safety submitted the following report which was, on motion of Alderman Shiller and Alderman Burke, *Deferred* and ordered published:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 25, 1992) a proposed order amending the prohibition against parking of vehicles during specified hours on portions of sundry streets, begs leave to report and 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 vote.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

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

SECTION 1. Repeal ordinance heretofore passed prohibiting the parking during specified hours of vehicles for the removal of snow, at the following location:

North Sheridan Road, between West Irving Park Road and West Leland Avenue (92-0364).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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 July 7, 1992) for grants of privilege in the public way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

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):

A. Finkl & Sons Company.

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

SECTION 1. Permission and authority are hereby given and granted to A. Finkl & Sons Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an open steel truss pipe bridge supporting one (1) five (5) inch steam line, one (1) two (2) inch return line, and one (1) three (3) inch compressed air line over and across West Cortland Street, connecting the premises known as 1405 West Cortland Street with 1386 West Cortland Street. Said pipe bridge shall not exceed six (6) feet, eight (8) inches in width, six (6) feet, six (6) inches in height, twenty-three (23) feet, ten (10) inches above the street, and shall run for a total distance of sixty-six (66) feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after November 23, 1992.

The location of said privileges 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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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. In case of termination of the privileges 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 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that 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 Revenue.

[Drawing attached to this ordinance printed on page 20170 of this Journal.]

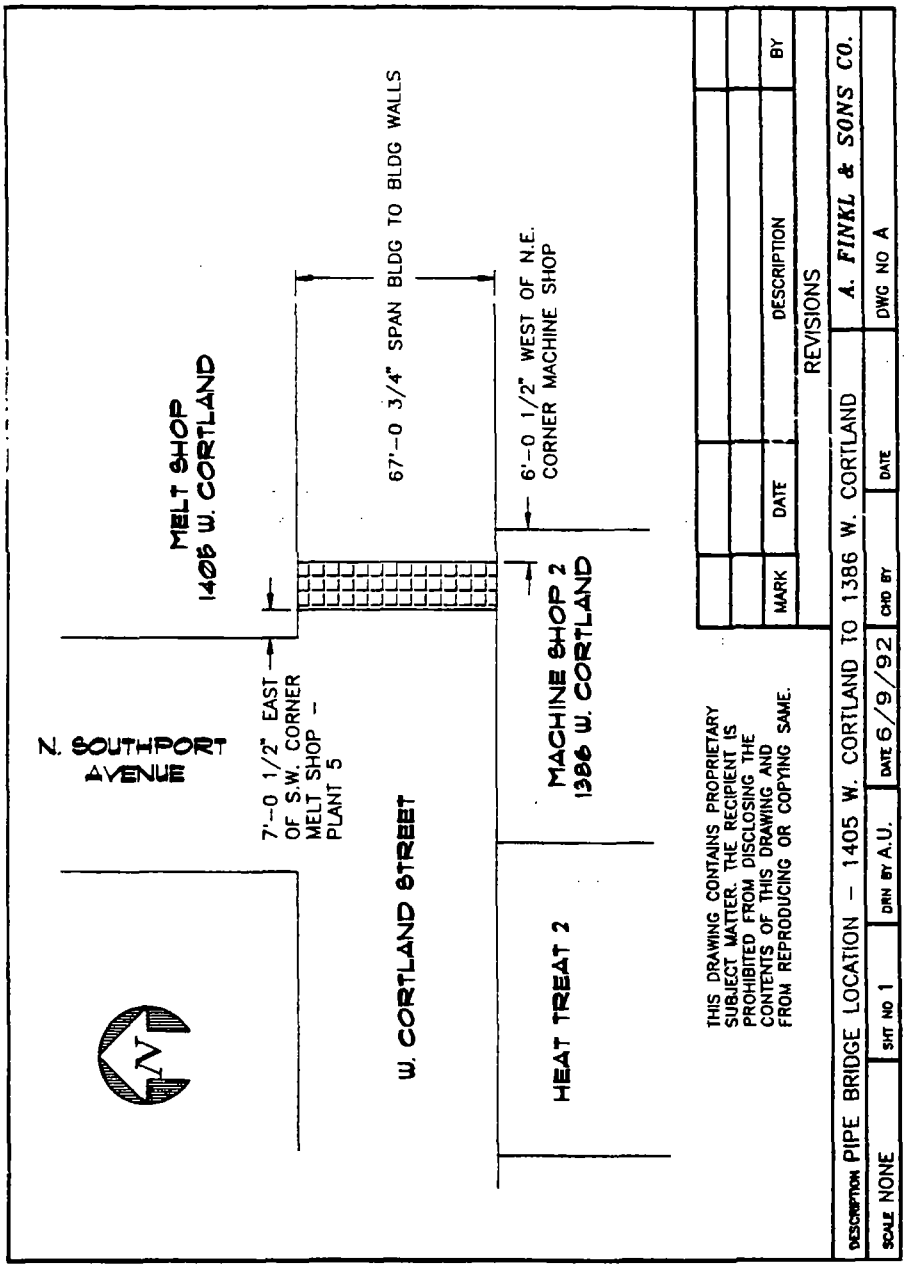
American College Of Surgeons.

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

SECTION 1. Permission and authority are hereby given and granted to the American College of Surgeons, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a conduit encased in concrete adjacent to its premises located at 55 East Erie Street

(Continued on page 20171)

Ordinance associated with this drawing printed on pages 20167 through 20169 of this Journal.



(Continued from page 20169)

and described as follows: Said conduit shall be a depth of approximately twelve feet (12'), running under and across East Erie Street for a total distance of one hundred sixty feet (160'), and a width of two feet (2') and shall be encased communication cables containing copper wire. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after date of April 1, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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 Seven Hundred Sixty-eight and no/100 Dollars ($768.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and

employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20174 of this Journal.]

American Hospital Association.

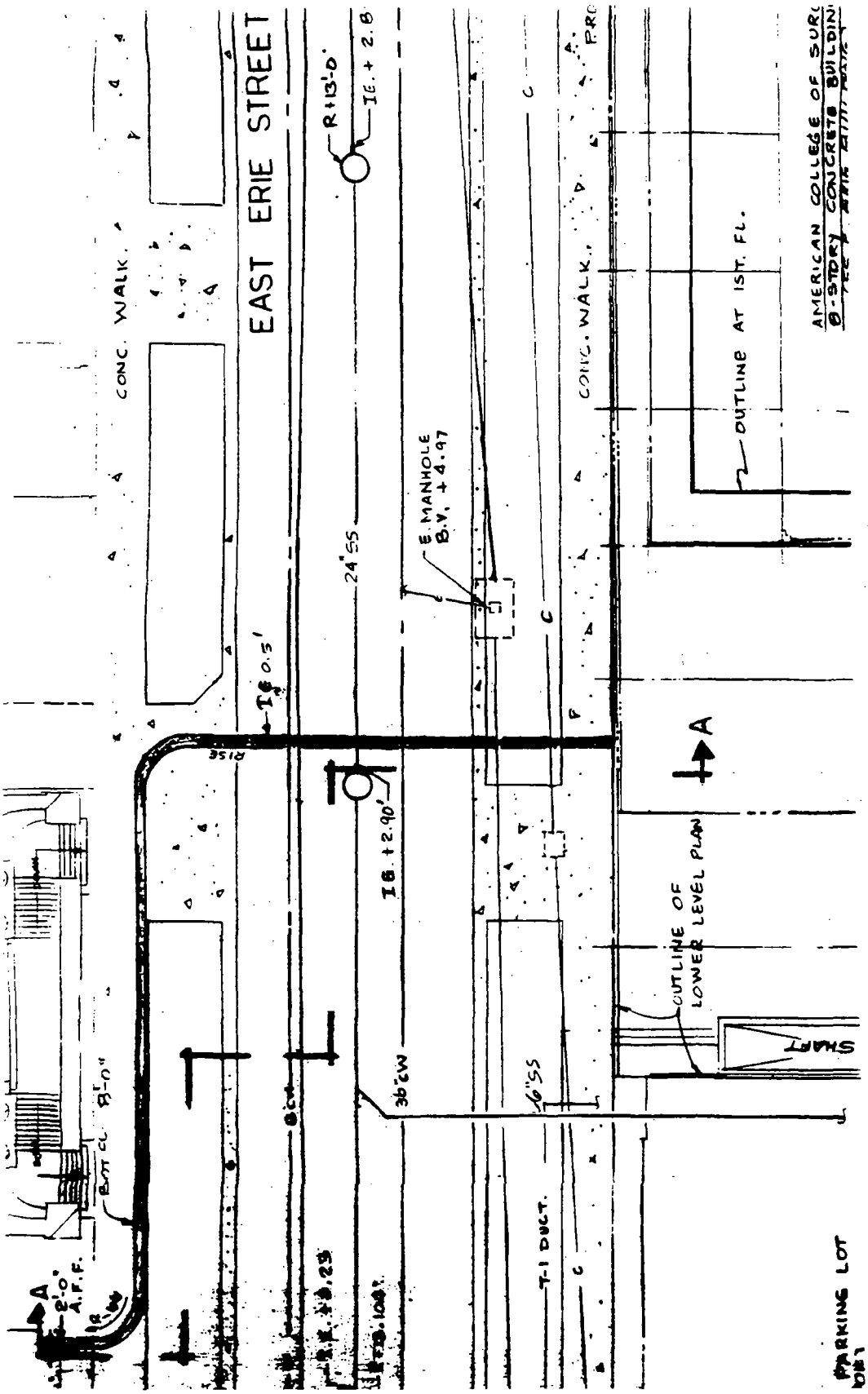
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to the American Hospital Association, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed two (2) ten inch casings placed at a depth of four and one-half ($4\frac{1}{2}$) feet below street grade traveling from the basement level of the Northwestern University Weiboldt Hall. One of said casings contains a six inch steam pipe and the other casing contains a three inch pipe for a condenser pump discharge, together with a one inch steam pipe all under and across East Chicago Avenue, two hundred and eighty-three (283) feet west of the westerly line of North Lake Shore Drive, thence proceeding in a northerly direction under and across the property controlled by the Chicago Park District, continuing under and across East Pearson Street at a point one hundred fifty-two (152) feet west of the westerly sidewalk line of North Lake Shore Drive, and into the property at 840 North Lake Shore Drive, the American Hospital Association. Authority is herein granted for a period of five (5) years from and after June 27, 1992.

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 20175)

Ordinance associated with this drawing printed
on pages 20169 through 20173
of this Journal.



(Continued from page 20173)

the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. 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 Nine Hundred Sixty and no/100 Dollars ($960.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said

removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and

payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20178 of this Journal.]

American National Bank and Trust Company, As Trustee, Under Trust Number 11824.

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

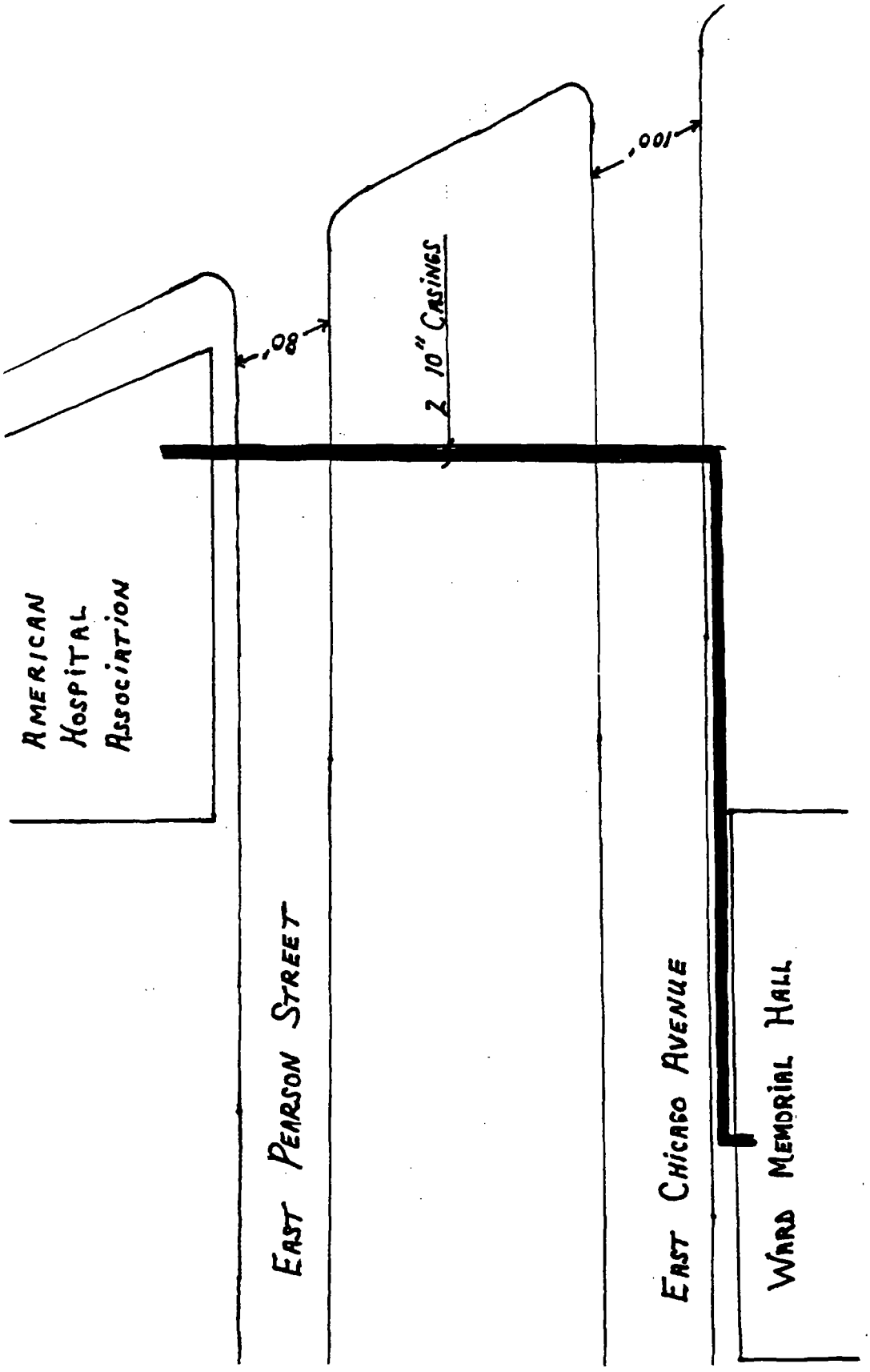
SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust Company, as Trustee, under Trust Number 11824, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a concrete bumper adjacent to its premises located at 200 South Michigan Avenue. Outside dimensions of the bumper are ninety-eight (98) feet in length, eighteen (18) inches in height, and seven (7) inches in width, equaling an area of approximately sixty-five (65) square feet. Said bumper shall extend seven (7) inches into the north/south eighteen (18) foot public alley, with the entrances and return of the alley being on East Adams Street, approximately one hundred seventy-one (171) feet west of the west line of South Michigan Avenue. The location of the bumper is approximately twenty-two (22) feet south of the south line of East Adams Street, in the rear of the premises known as 200 South Michigan Avenue. Said privilege shall continue to exist by authority herein granted for a period of five (5) years from and after December 30, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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 Eight Hundred Forty-seven and no/100 Dollars ($847.00) per annum. In case of termination

(Continued on page 20179)

Ordinance associated with this drawing printed
on pages 20173 through 20177
of this Journal.



(Continued from page 20177)

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 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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.

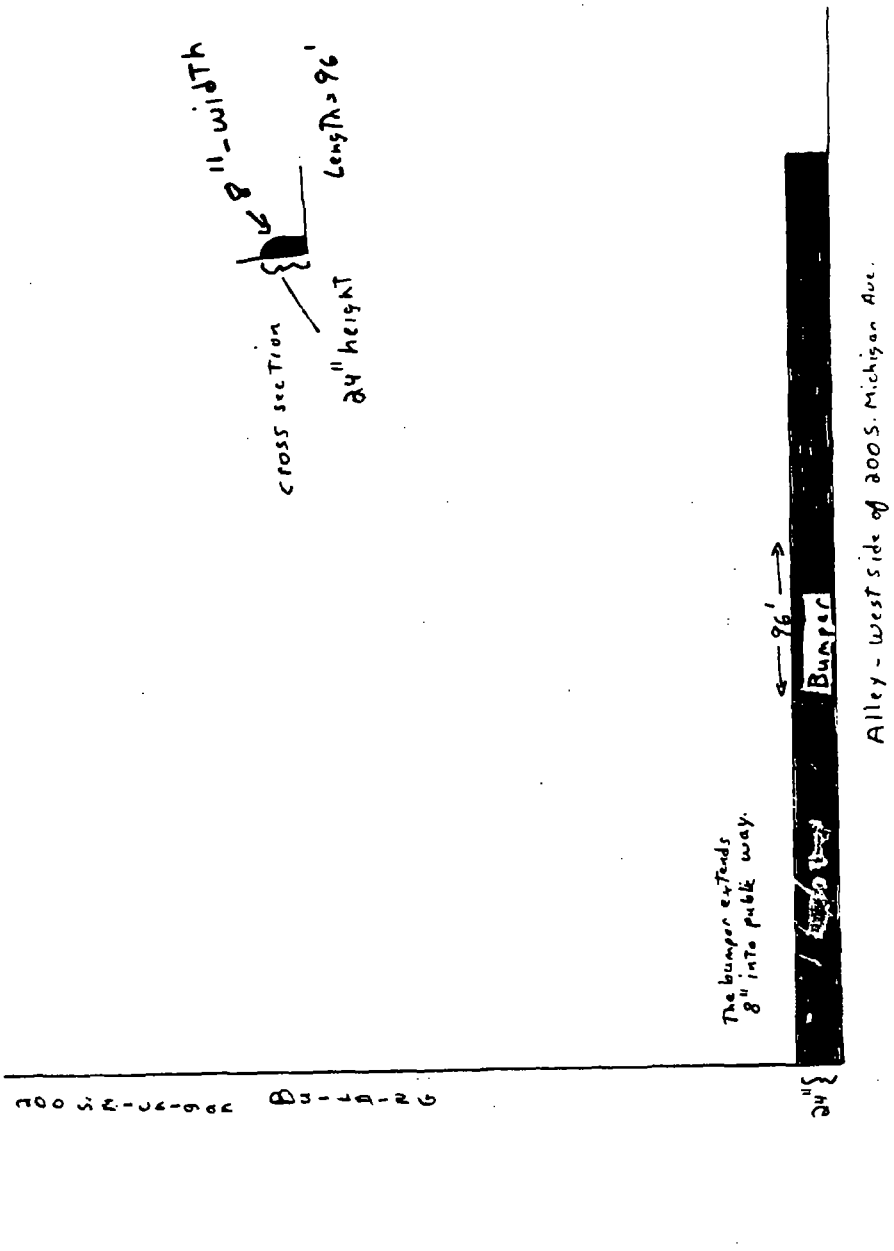
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20181 of this Journal.]

Ordinance associated with this drawing printed
on pages 20177 through 20180
of this Journal.



Bankers Life And Casualty Company.

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

SECTION 1. Permission and authority are hereby given and granted to Bankers Life and Casualty Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed subsurface vault space adjacent to its premises located at 4444 West Lawrence Avenue. Said vault space shall run under and along the north/south public alley west of North Kenneth Avenue south of a point one hundred eight (108) feet south of the south line of West Gunnison Street for a total distance of thirty-eight (38) feet, at a width of fourteen (14) feet, and at a depth of thirteen (13) feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after June 27, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20185 of this Journal.]

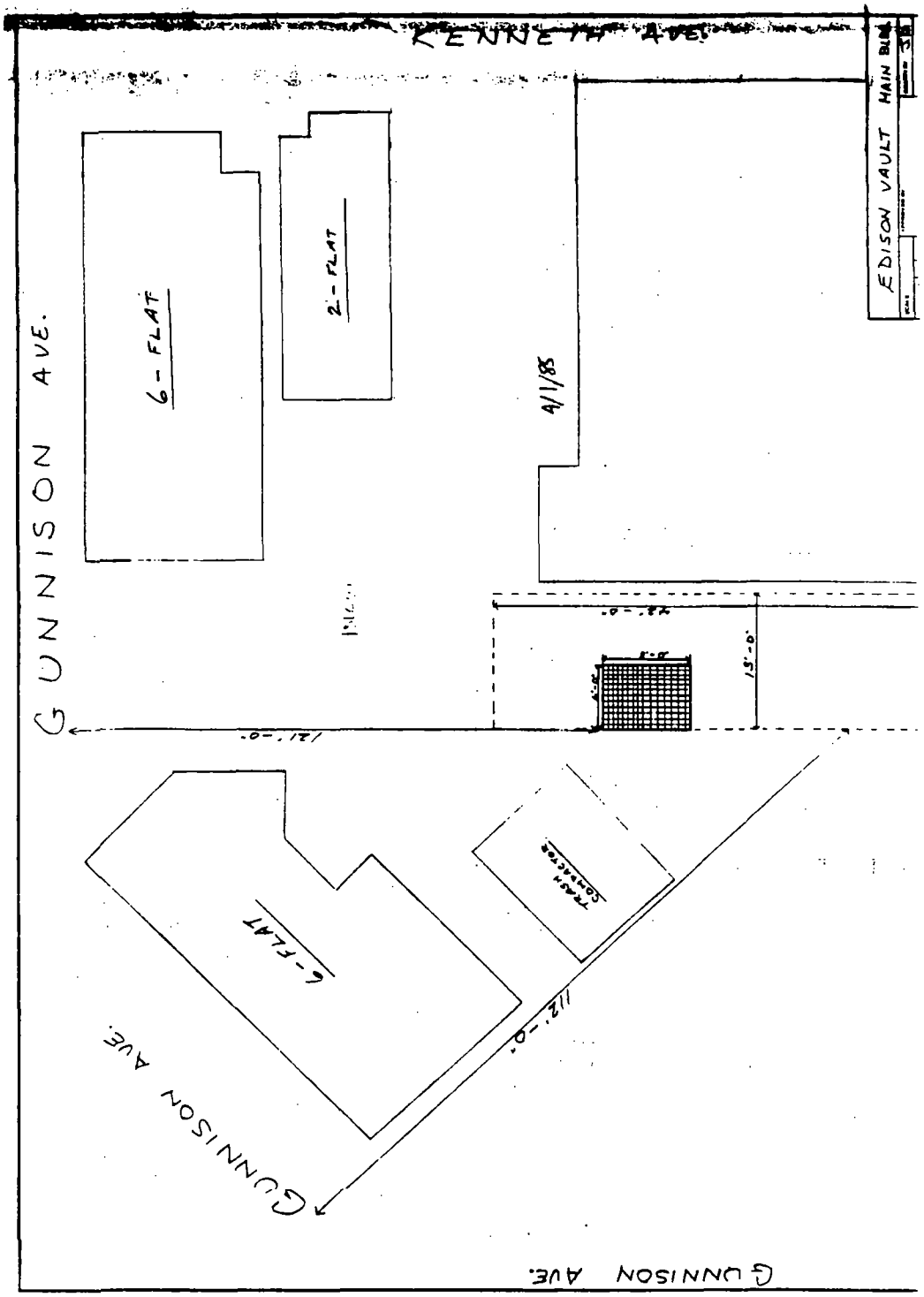
David Berg & Company.

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

SECTION 1. Permission and authority are hereby given and granted to David Berg & Company, an Illinois corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a two-story concrete and steel covered pedestrian bridge or passageway over and across the forty-eight and thirty-three hundredths (48.33) foot east/west public alley, commonly known as South Water Market, between West 14th Place and West 15th Street, at a point thirty-five (35) feet east of the east line of South Aberdeen Street, connecting the second and third floors in the rear of the premises known as 159 -- 167 South Water Market to the rear of the premises known as 64 South Water Market. Said two-story covered pedestrian bridge or passageway shall not exceed ten (10) feet in width,

(Continued on page 20186)

Ordinance associated with this drawing printed on pages 20182 through 20184 of this Journal.



(Continued from page 20184)

outside dimensions, and the lowest portion shall be not less than twelve (12) feet, six (6) inches above the alley grade at said location, a sign displaying the proper clearance from the lowest portion of said bridge or passageway, the area under said bridge or passageway. The area under said bridge or passageway to be well lighted. Authority herein granted is for a period of five (5) years from and after September 19, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and

employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20189 of this Journal.]

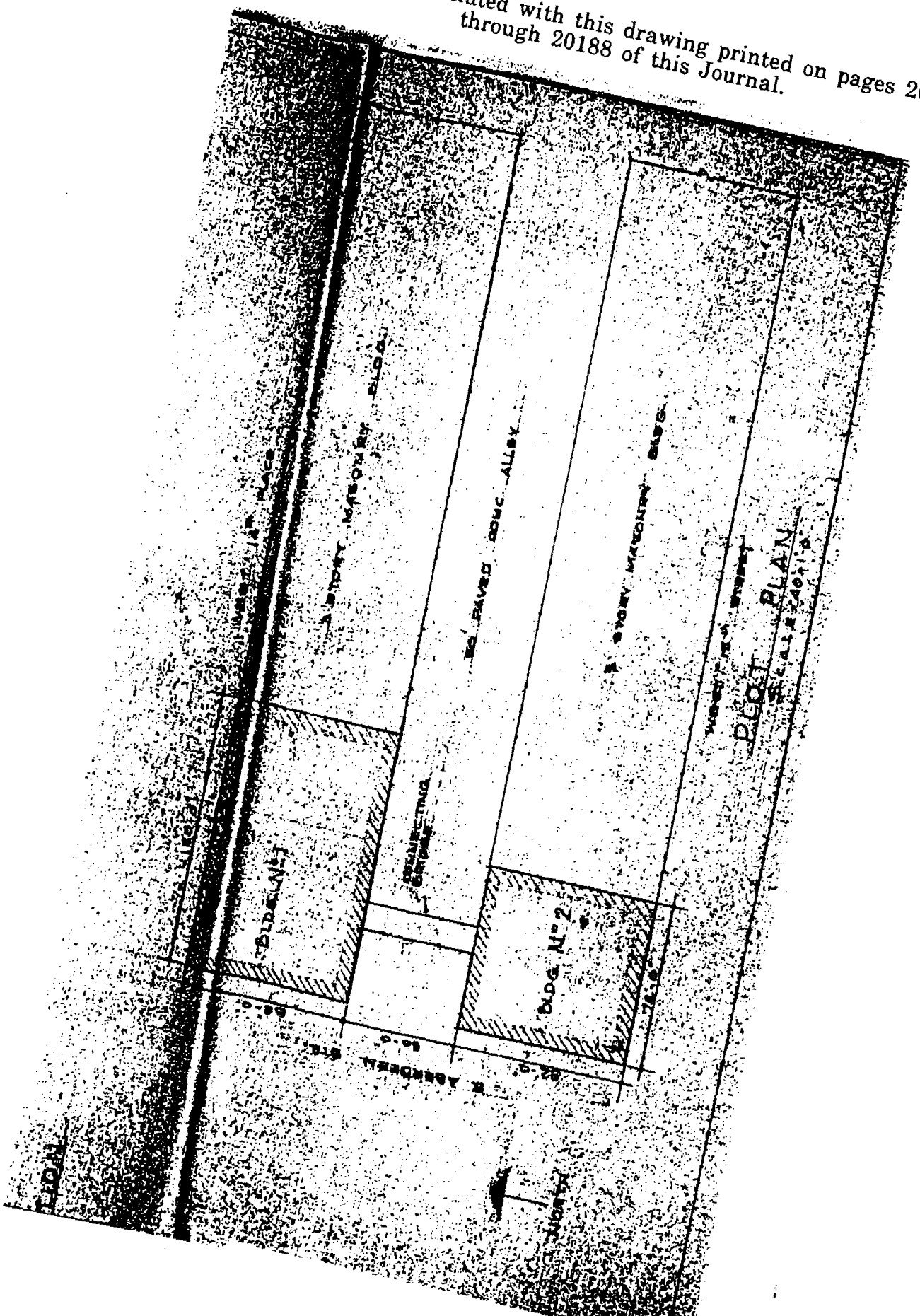
Delaware Place Associates.

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

SECTION 1. Permission and authority are hereby given and granted to Delaware Place Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed bay windows and vaults over and under the public way adjacent to its premises located at 900 North Rush Street and described as follows. Said bay windows shall be located on floors three through seventeen. Two (2) sets thereof to be held over the west sidewalk of North Rush Street, and two (2) sets thereof to be held over the north sidewalk of East Delaware Place. Said bay windows shall each protrude over the public right-of-way one point eight three (1.83) feet. The set of windows held over North Rush Street furthest north shall be thirteen point two five (13.25) feet in length; the set furthest south shall be eleven point three three (11.33) feet in length. The set of windows held over East Delaware Place furthest west shall be thirteen point two five (13.25) feet in length; the set furthest east shall be eleven point three three (11.33) feet in length. Said vaulted sidewalk area shall be "L" shaped, and each portion shall have the following dimensions: under and along the west sidewalk of North Rush Street, said vaulted area shall commence at the south line of the east/west public alley north of East Delaware Place and

(Continued on page 20190)

Ordinance associated with this drawing printed on pages 20184 through 20188 of this Journal.



(Continued from page 20188)

shall run southerly therefrom a total length of one hundred thirteen (113) feet, at a width of fourteen point five (14.5) feet, and a depth of eight point five (8.5) feet; and under and along the north sidewalk of East Delaware Place, said vaulted area shall commence at the west line of North Rush Street, and shall run westerly therefrom a total length of ninety-four (94) feet, at a width of fourteen point five (14.5) feet, and at a depth of thirteen point five (13.5) feet. Authority for the above named privileges is herein given and granted for a period of five (5) years from and after June 30, 1992.

The location of said privilege shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. 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 Six Thousand Four Hundred Eighty-two and no/100 Dollars ($6,482.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawings attached to this ordinance printed on pages 20193 through 20194 of this Journal.]

Investment Properties Associates.

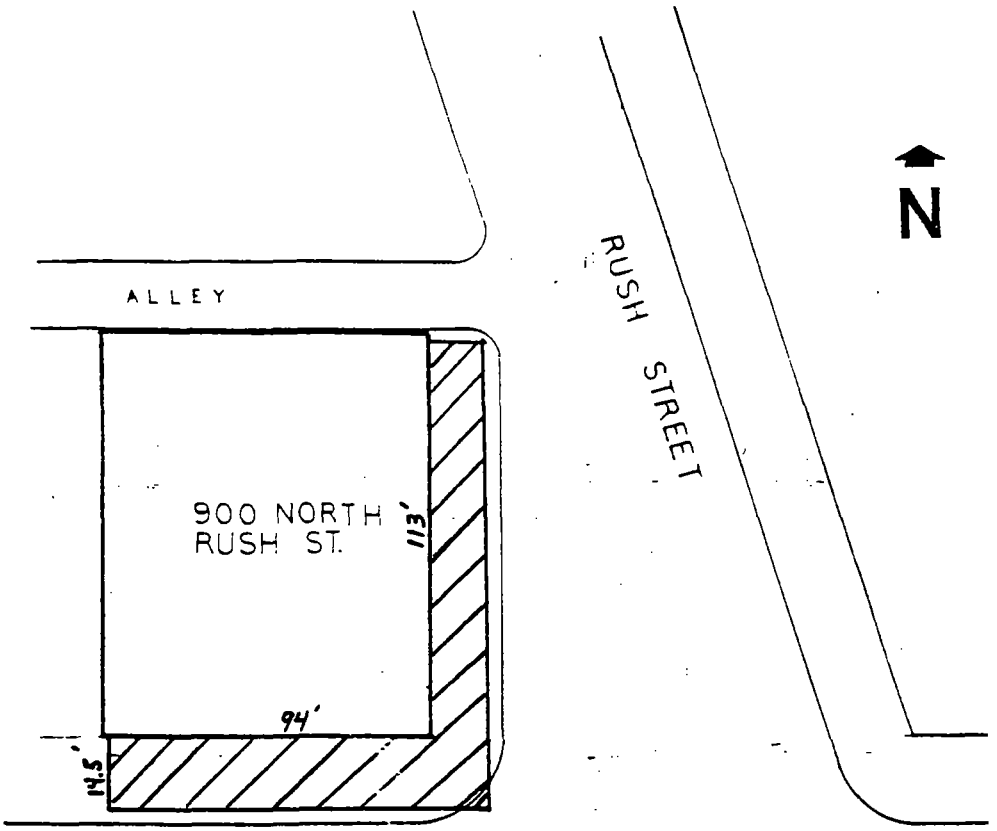
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Investment Properties Associates, upon the terms and subject to the conditions of this ordinance to maintain and use as now installed a twelve (12) inch water intake pipe and a ten (10) inch water discharge pipe under and across the lower level of East Wacker Drive, connecting the Stone Container Building, located at 360 North Michigan Avenue with the Chicago River. Said pipelines shall exit the basement line of the Stone Container Building at a point two hundred sixty-five (265) feet southwest of the west line of North Michigan Avenue, and shall enter the Chicago River at the southwest dock line at a point three hundred thirty (330) feet southwest of the west line of North Michigan Avenue, spanning a total distance under and across lower Wacker Drive of one hundred eighty (180) feet. Said pipeline privilege shall continue to exist for the purpose of obtaining and returning the water of the Chicago River for the air conditioning plant of the Stone Container Building, by authority herein granted for a period of five (5) years from and after January 18, 1992.

(Continued on page 20195)

Ordinance associated with this drawing printed on pages 20188 through 20192 of this Journal.

Show here a diagram of lot and buildings with dimensions and the name or names of adjoining public ways.



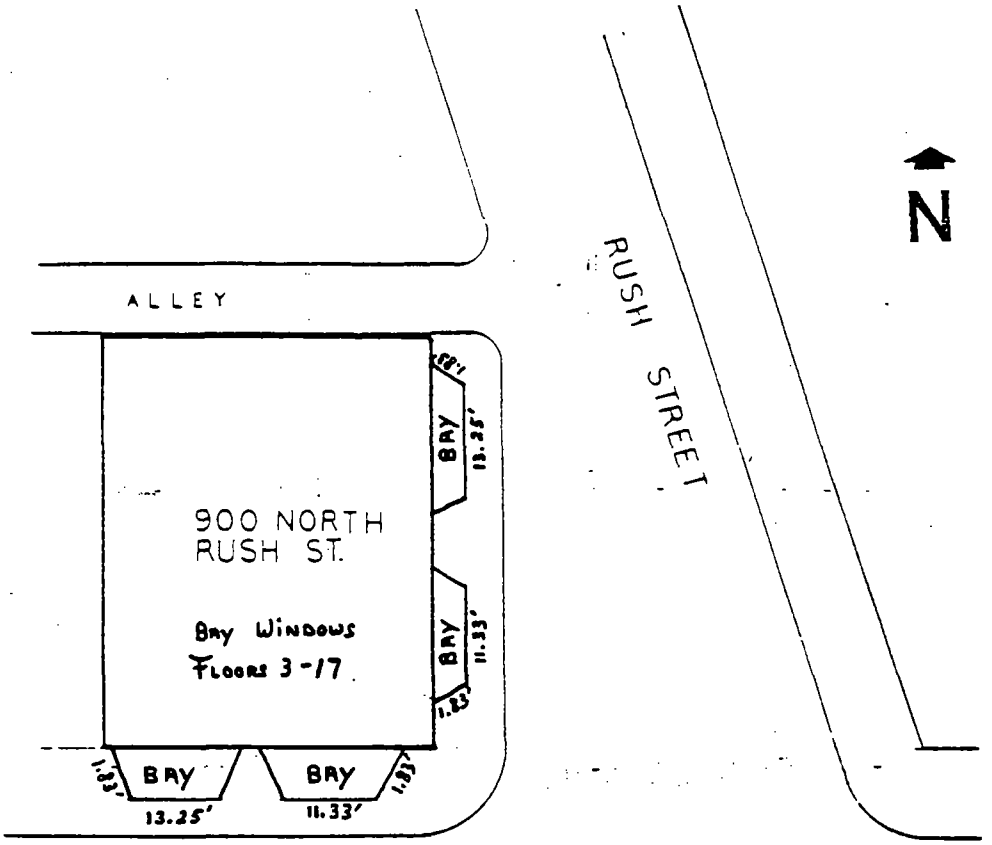
DO NOT WRITE BELOW THIS SPACE FOR OFFICE USE ONLY

e of applicant _____

e of corporation as per corporation book _____

Ordinance associated with this drawing printed on pages 20188 through 20192 of this Journal.

Show here a diagram of lot and buildings with dimensions and the name or names of adjoining public ways



EAST DELAWARE PLACE

WABASH AVE

DO NOT WRITE BELOW THIS SPACE FOR OFFICE USE ONLY

ame of applicant _____

ame of corporation as per corporation book _____

_____

ge _____

(Continued from page 20193)

The location of said privileges 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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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 Six Hundred Seventy-six and no/100 Dollars ($676.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance

company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20198 of this Journal.]

James Roman Company, Inc.

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

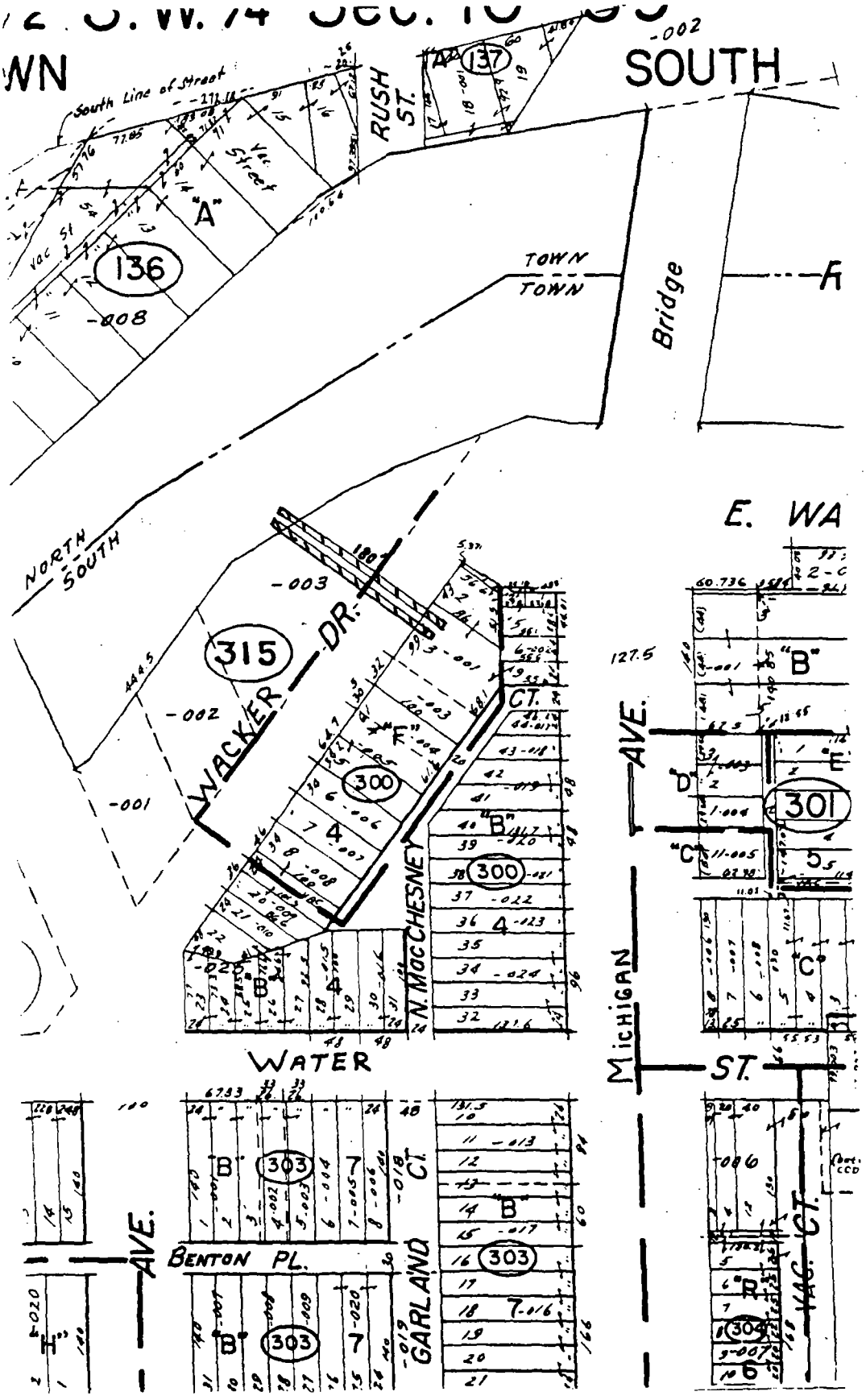
SECTION 1. Permission and authority are hereby given and granted to James Roman Company, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, an I-Beam adjacent to its premises located at 834 West Fulton Street. Said I-Beam shall extend fourteen (14) feet over the public way and shall be ten (10) feet above the public way. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after November 4, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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. 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

(Continued on page 20199)

Ordinance associated with this drawing printed on pages 20192 through 20197 of this Journal.



(Continued from page 20197)

required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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.

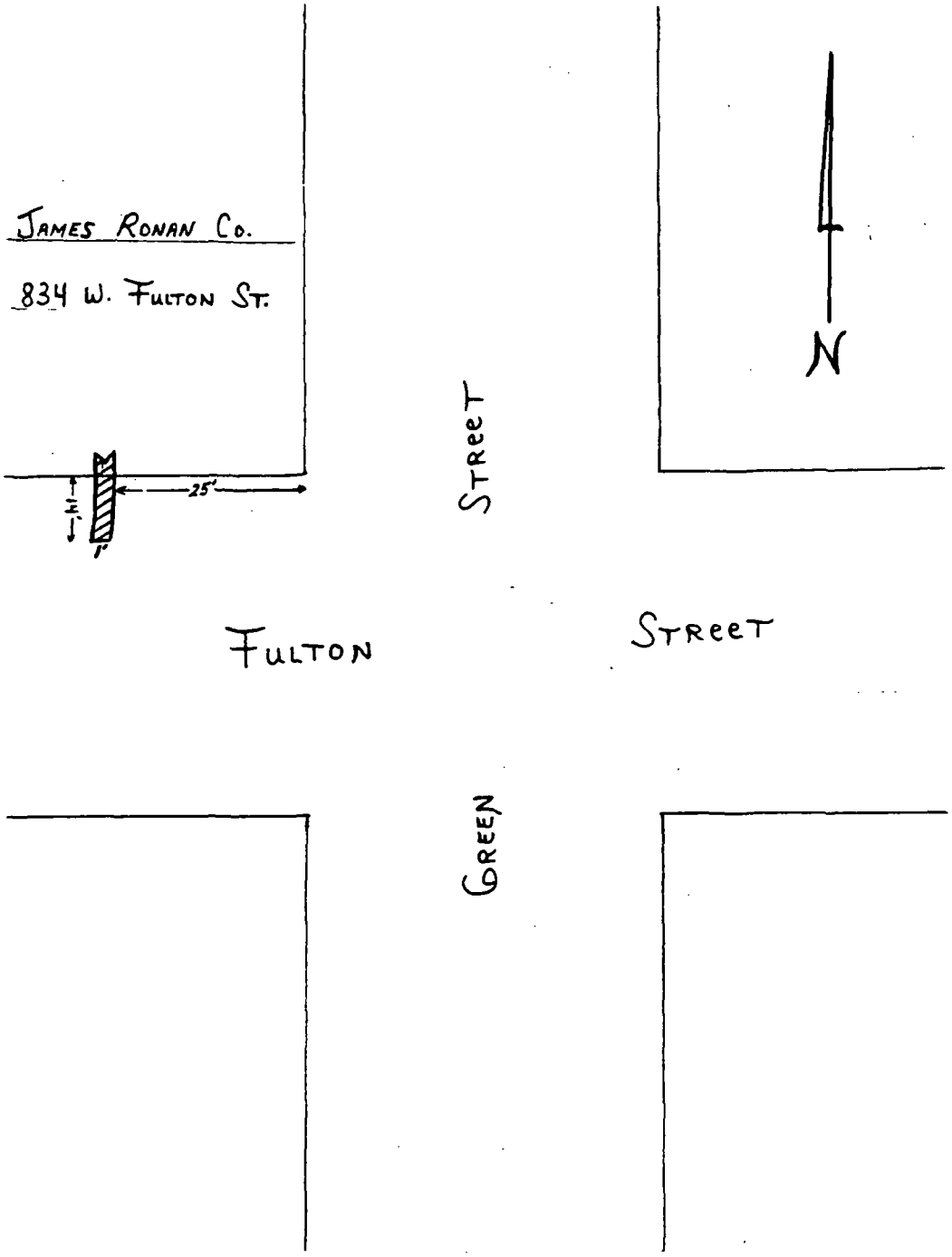
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20201 of this Journal.]

Ordinance associated with this drawing printed on pages 20197 through 20200 of this Journal.



LaSalle National Bank, As Trustee, Under Trust Number 10-003445-08.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, as Trustee, under Trust Number 10-003445-08, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) loading platforms adjacent to its premises located at 1052 West Fulton Street and described as follows: Loading dock Number 1 shall be one hundred sixteen (116) feet eleven (11) inches in length and fourteen (14) feet in width and shall be adjacent to 300 North Aberdeen Street. Loading dock Number 2 shall be fifty (50) feet three (3) inches in length and sixteen (16) feet in width and shall be adjacent to 1052 West Fulton Street. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after June 29, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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 One Thousand Nine Hundred Eighty-four and no/100 Dollars ($1,984.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20205 of this Journal.]

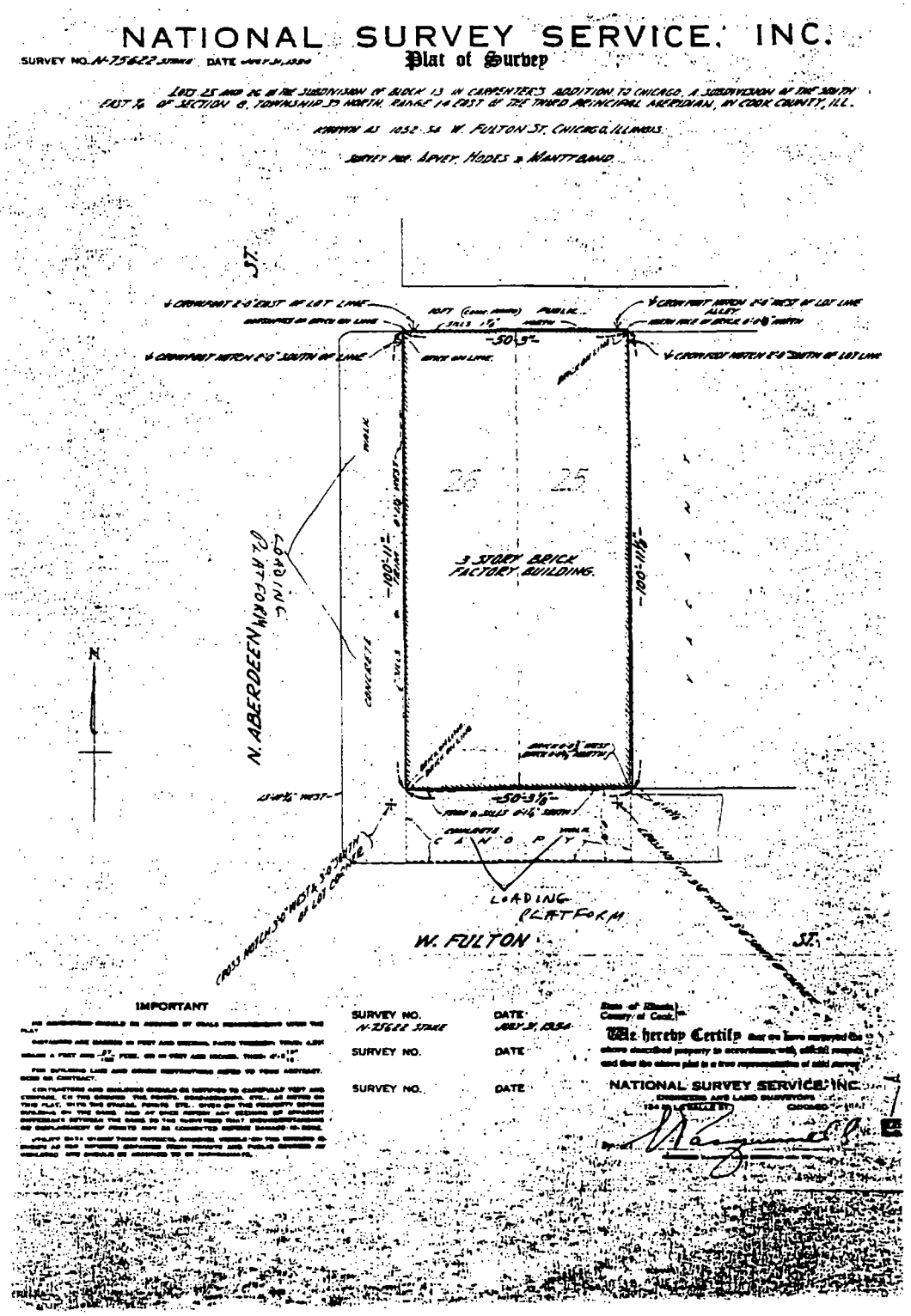
Loretto Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to Loretto Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a water service line and shut-off valve to supply water to a building addition adjacent to its property located at 645 South Central Avenue and described as follows: Said water service line and shut-off valve is constructed of ductile iron and placed in a trench and begins at a point approximately eighteen (18) feet west of the east line of West Flournoy Street and four (4) feet north of the south line of the sixteen (16) foot east/west public alley and proceeds in an easterly direction for a distance of two hundred seventy (270) feet, thence changes direction and enters into the basement of the rear of the buildings. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after November 15, 1992.

(Continued on page 20206)

Ordinance associated with this drawing printed on pages 20202 through 20204 of this Journal.



(Continued from page 20204)

The location of said privilege shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. 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. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance

company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawings attached to this ordinance printed on page 20209 of this Journal.]

Mr. James R. Lowenstine.

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

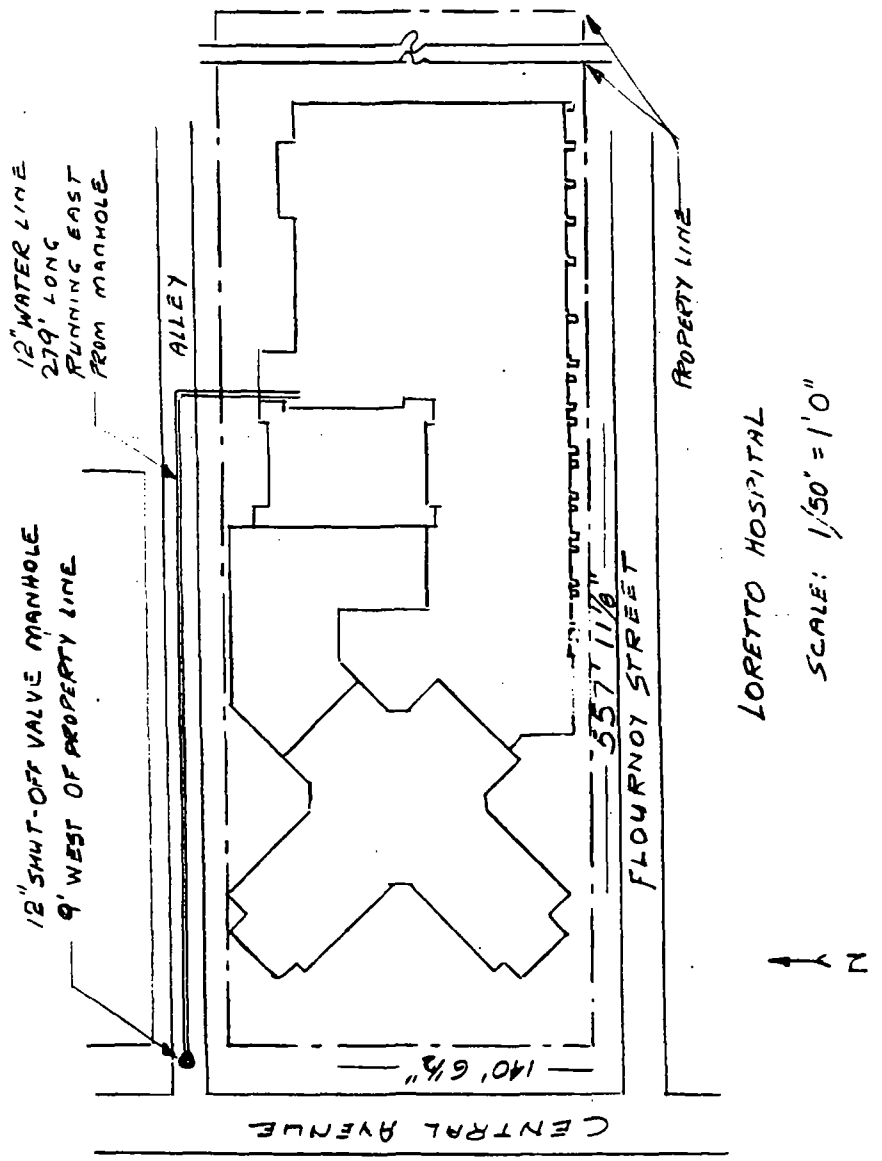
SECTION 1. Permission and authority are hereby given and granted to James R. Lowenstine, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a stairwell surrounded by a fence and a bay window adjacent to his property located at 23 East Scott Street and described as follows: said stairwell is to be used for entrance purposes and shall not extend more than eleven (11) feet, ten (10) inches from the property line to the sidewalk line and shall be approximately seventeen (17) feet in width. Said area shall be well-lighted at dusk and there shall be a sign posted on grantee's property warning pedestrians of the above mentioned structures located on the public way. Authority for the above named privilege is herein given and granted for a period of five years from and after July 12, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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 Nine Hundred Ninety-eight and no/100 Dollars ($998.00) per annum, in advance. In case of

(Continued on page 20210)

Ordinance associated with this drawing printed on pages 20204 through 20208 of this Journal.



(Continued from page 20208)

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 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 shall 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 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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.

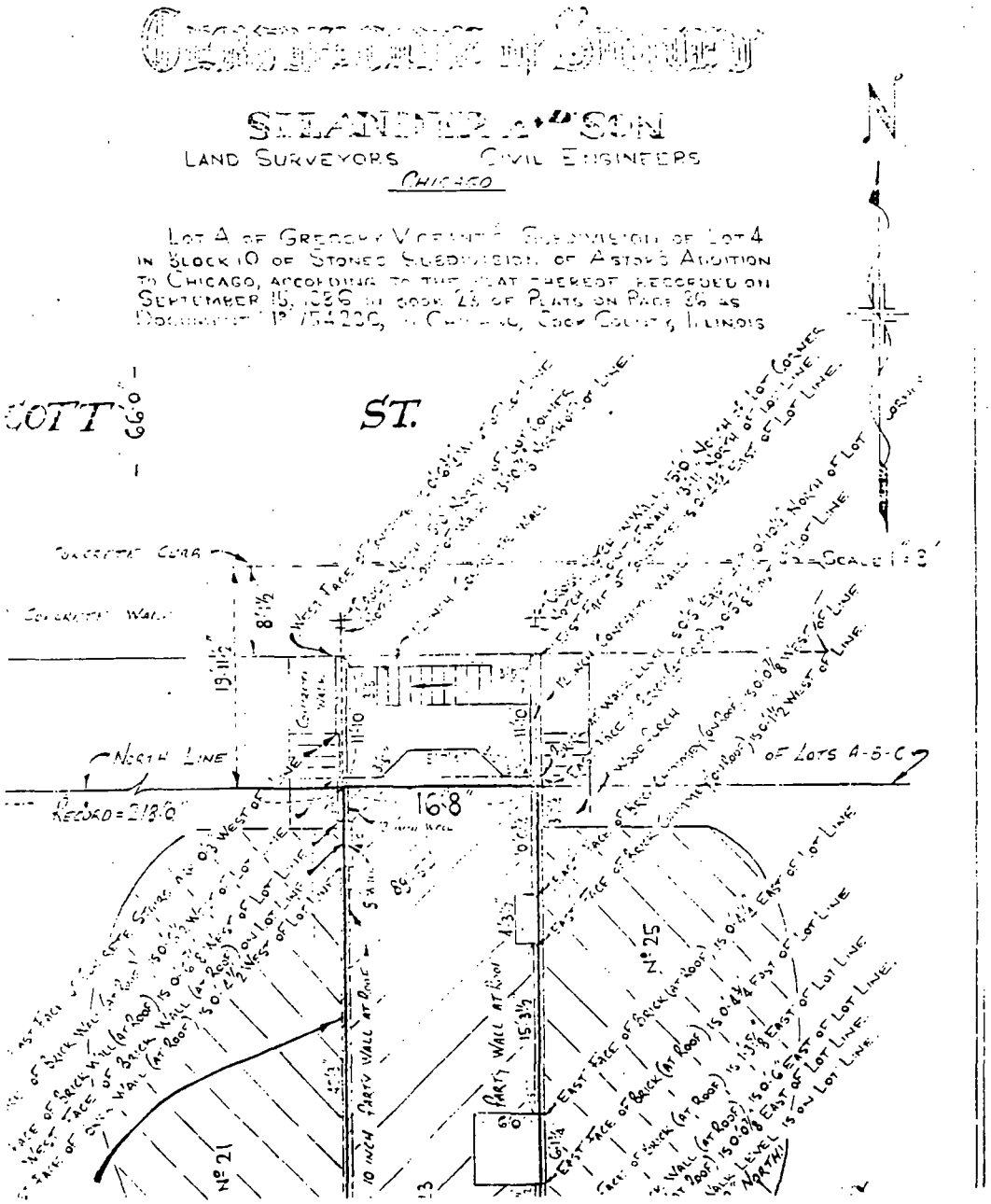
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20212 of this Journal.]

Ordinance associated with this drawing printed on pages 20208 through 20211 of this Journal.



Mr. Frank Mendoza (Doing Business As John Barleycorn, Inc.).

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

SECTION 1. Permission and authority are hereby given and granted to Frank Mendoza, doing business as John Barleycorn, Inc., upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use three (3) planter boxes in the public right-of-way for beautification purposes, located adjacent to the premises known as 658 West Belden Avenue.

Said planter box Number 1 shall be located along West Belden Avenue, and shall measure four (4) feet in length and four (4) feet in width for a total of sixteen (16) square feet and shall be located approximately sixty (60) feet west of the west line of North Chestnut Street.

Said planter box Number 2 shall be located along West Belden Avenue approximately forty (40) feet west of the west line of North Orchard Street and shall measure seven (7) feet in length and four (4) feet in width, for a total of twenty-eight (28) square feet.

Said planter box Number 3 shall be located along North Orchard Street approximately ninety (90) feet south of the south line of West Belden Avenue, and shall measure four (4) feet in length and four (4) feet in width, for a total of sixteen (16) square feet.

Authority herein given and granted shall be for a period of five (5) years from and after the 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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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 Fifty-three and no/100 Dollars ($153.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of

the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

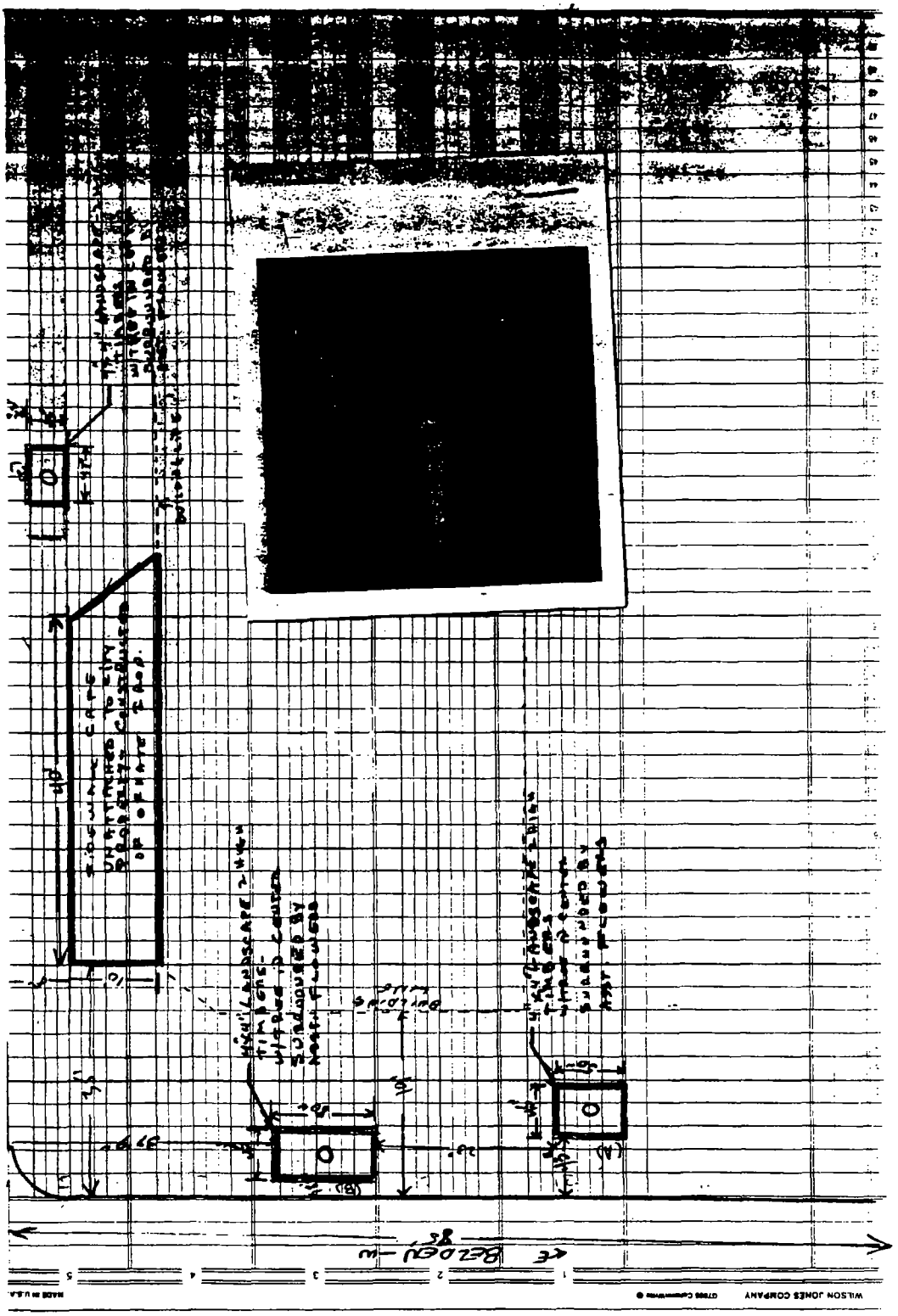
[Drawing attached to this ordinance printed on page 20216 of this Journal.]

Montgomery Ward And Company.

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

(Continued on page 20217)

Ordinance associated with this drawing printed on pages 20213 through 20215 of this Journal.



(Continued from page 20215)

SECTION 1. Permission and authority are herein granted to Montgomery Ward and Co., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pedestrian tunnel under and across North Larrabee Street beginning at a point approximately one hundred forty-two (142) feet south of the south line of West Chicago Avenue, to be used to connect the administration building located at 619 West Chicago Avenue with the building located at 535 West Chicago Avenue; said tunnel not to exceed approximately one hundred (100) feet in length, ten (10) feet in width, thirteen (13) feet in depth and eight (8) feet in height; for a period of five (5) years from and after July 5, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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 Four Hundred and no/100 Dollars ($400.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work

and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20220 of this Journal.]

N. Henry And Son, Inc.

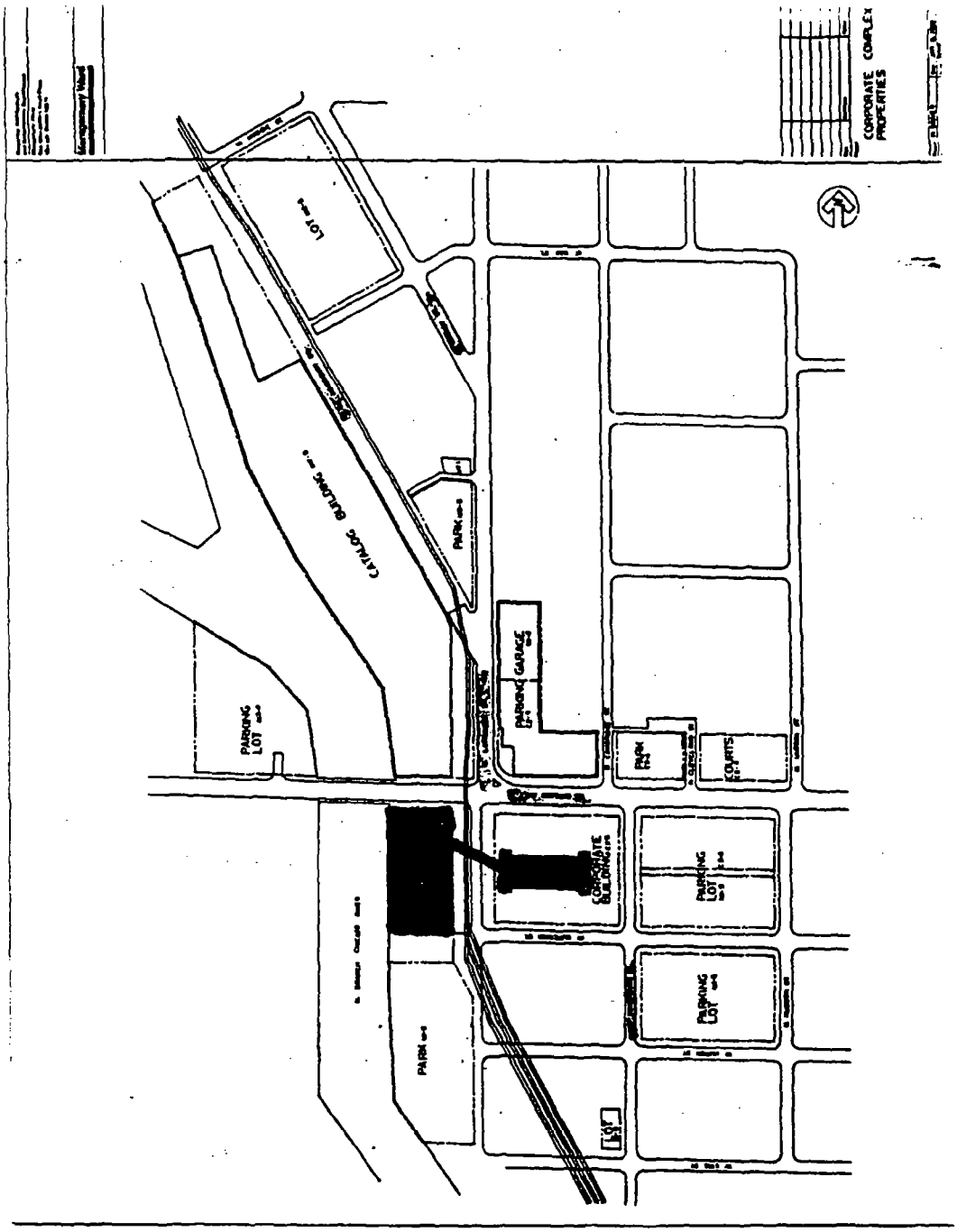
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to N. Henry and Son, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an eight (8) inch conduit adjacent to its premises located at 1644 North Honore Street and described as follows: said conduit shall contain two (2) one and one-half ($1\frac{1}{2}$) inch oil pipes and a gauge line under and across the east/west sixteen (16) foot public alley at a point one hundred ten (110) feet west of the west line of North Honore Street. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after July 2, 1992.

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 20221)

Ordinance associated with this drawing printed on pages 20215 through 20219 of this Journal.



(Continued from page 20219)

the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. 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 Two Hundred and no/100 Dollars ($200.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said

removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and

payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20224 of this Journal.]

Randolph Flower Shop, Inc.

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

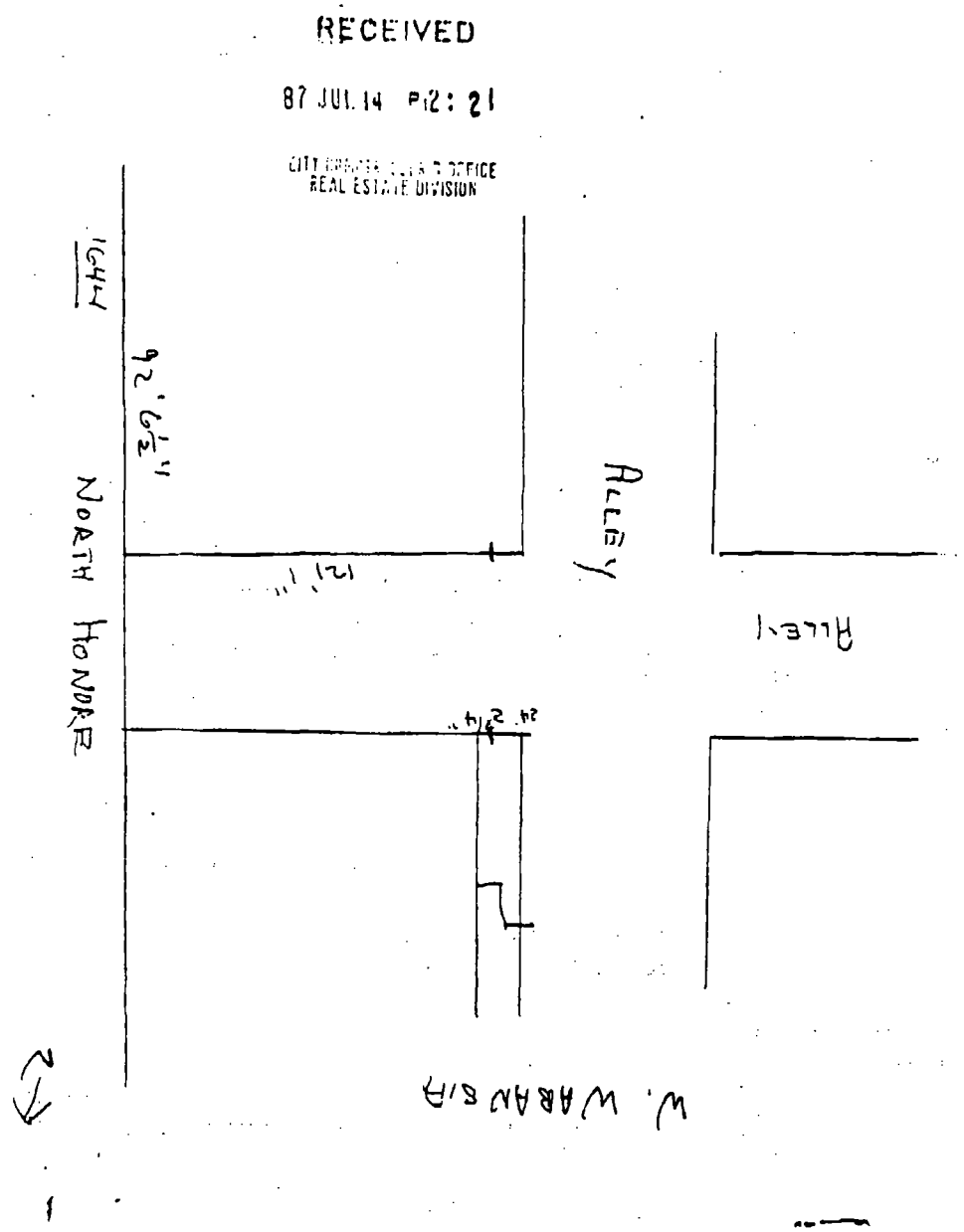
SECTION 1. Permission and authority are hereby granted under the terms and subject to the conditions of this ordinance, to Randolph Flower Shop, Inc., to occupy a portion of the public right-of-way located adjacent to 59 East Lake Street. Said occupation of space shall be twelve (12) feet in length, three (3) feet in width for a total of thirty-six (36) square feet and shall be used for display of flowers. Authority herein granted shall be for a period of five (5) years from and after June 24, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the date of expiration of this ordinance.

(Continued on page 20225)

Ordinance associated with this drawing printed on pages 20219 through 20223 of this Journal.



(Continued from 20223)

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 and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

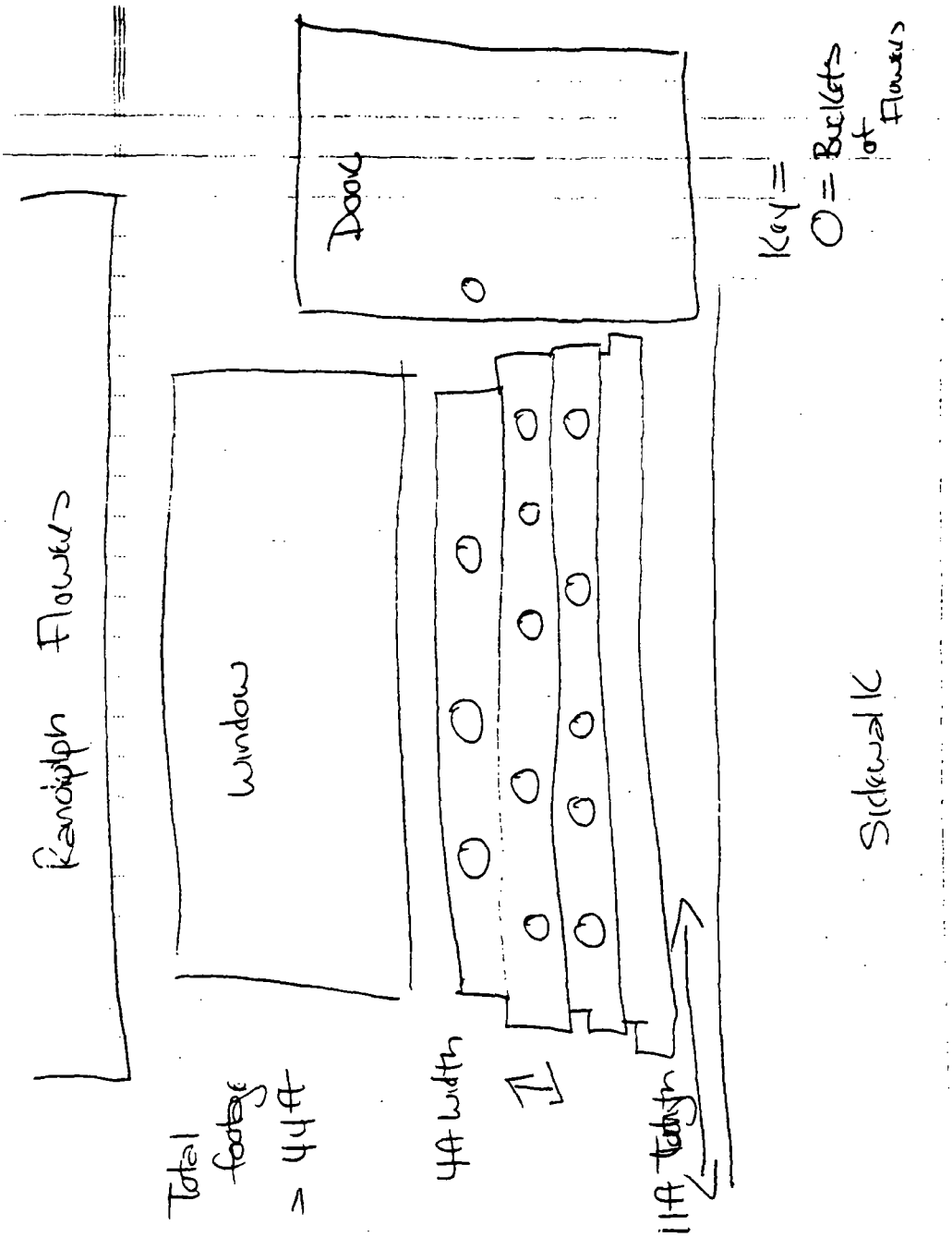
[Drawing attached to this ordinance printed on page 20227 of this Journal.]

Shuwa Riverfront Limited Partnership.

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

(Continued on page 20228)

Ordinance associated with this drawing printed on pages 20223 through 20226 of this Journal.



(Continued from page 20226)

SECTION 1. Permission and authority are hereby given and granted to Shuwa Riverfront Limited Partnership, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a catch basin eleven (11) feet, five (5) inches in depth and five (5) feet, three (3) inches in diameter located approximately seventeen (17) feet, five (5) inches west of the east line of North Clark Street and seventy-four (74) feet, three (3) inches north of the intersection of the east line of North Clark Street and the Chicago River, adjacent to the premises at 321 North Clark Street, for a period of five 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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work

and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20231 of this Journal.]

Washington Square Associates.

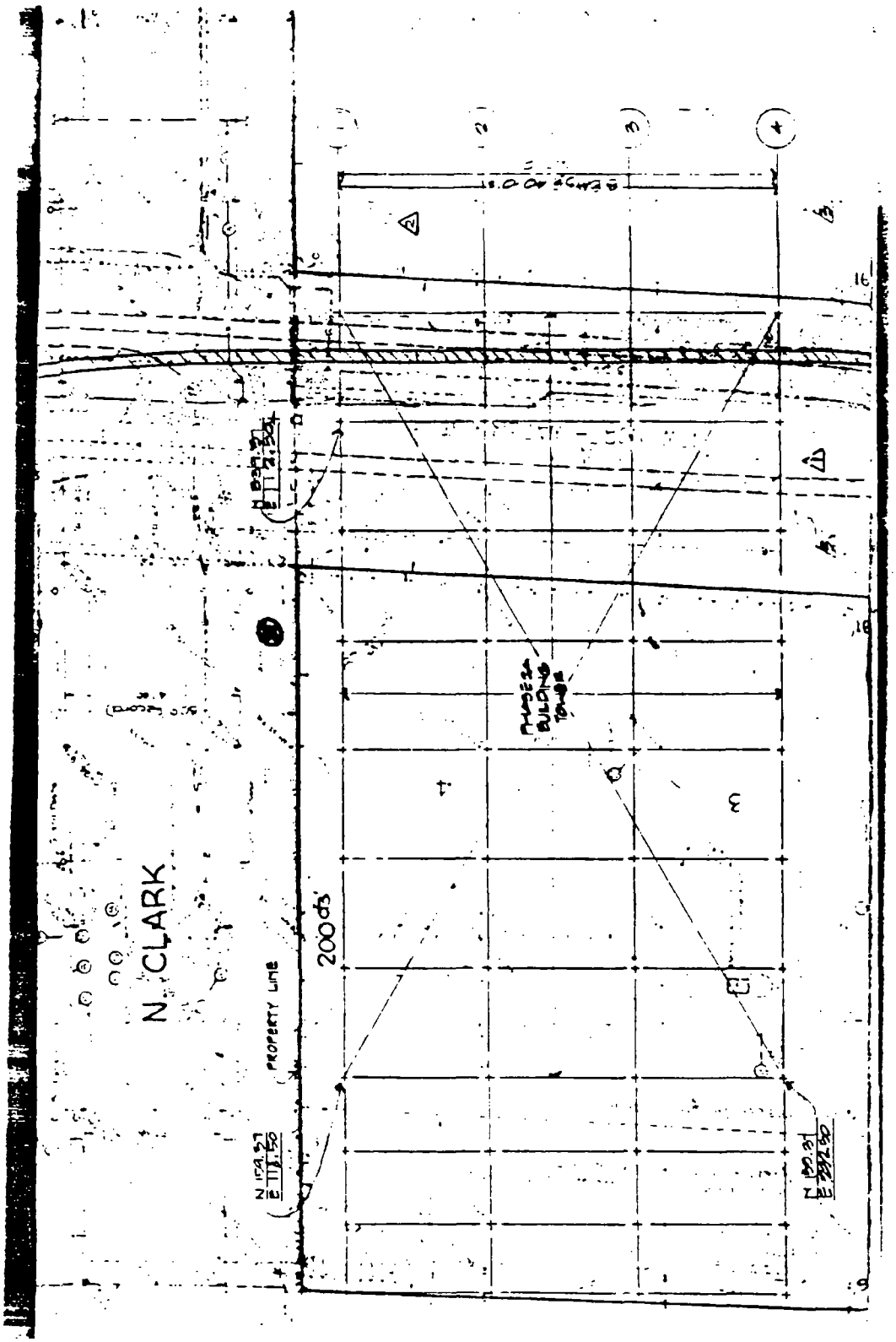
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Washington Square Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use a vault adjacent to the premises at 659 West Washington Street. Said vault is 14 feet in length and 10 feet in width. Authority is herein granted for a period of five (5) years from and after June 24, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. 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.

(Continued on page 20232)

Ordinance associated with this drawing printed on pages 20226 through 20230 of this Journal.



(Continued from page 20230)

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Sixty-eight and no/100 Dollars ($168.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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.

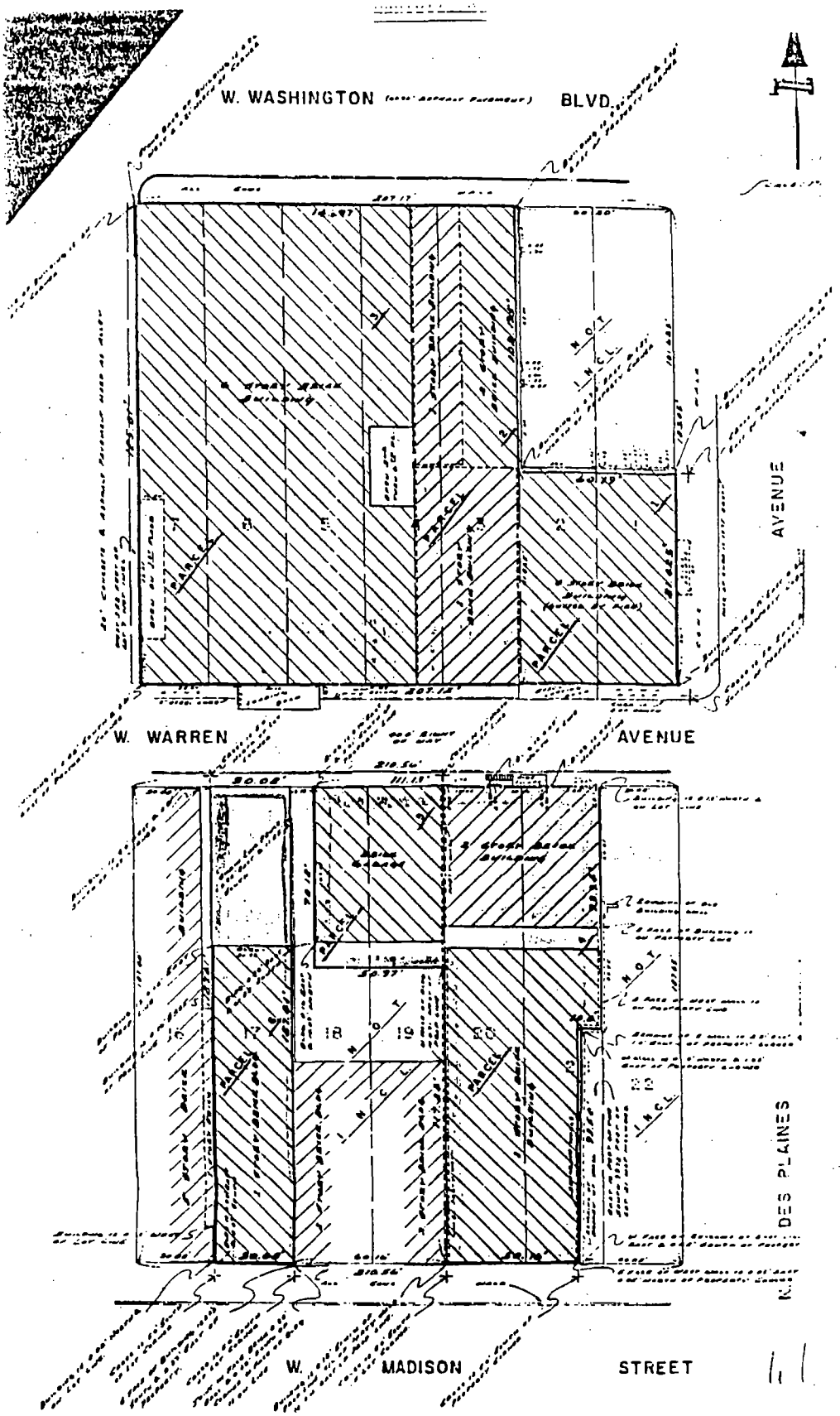
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Director of Revenue and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20234 of this Journal.]

Ordinance associated with this drawing printed on pages 20230 through 20233 of this Journal.



111 North Wabash Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to 111 North Wabash Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed vaulted space adjacent to the premises at 111 North Wabash Avenue, as follows:

North Wabash Avenue	length 97 feet, width 20.5 feet, depth 12 feet, to be used for storage.
East Washington Street	length 190.58 feet, width 12 feet, depth 12 feet, to be used for storage; and
	length 20 feet, width 12 feet, depth 12 feet, to be used for heating plant and Edison equipment.
Garland Court	length 97 feet, width 6 feet, depth 12 feet, to be used for heating plant and Edison equipment.

Authority is herein granted for a period of five (5) years from and after June 24, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Thousand Eight Hundred Thirty-one and no/100 Dollars ($5,831.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20238 of this Journal.]

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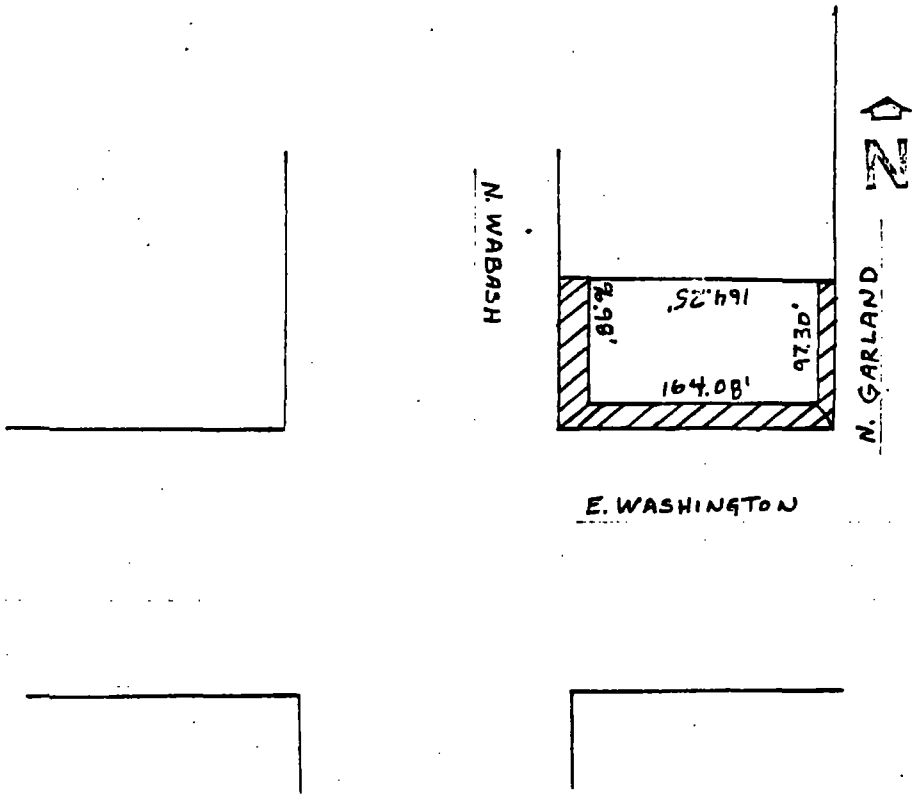
990 North Lake Shore Drive Condominium Association.

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

(Continued on page 20239)

Ordinance associated with this drawing printed on pages 20235 through 20237 of this Journal.

Show here a diagram of lot and buildings with dimensions and the name or names of adjoining public ways.



(Continued from page 20237)

SECTION 1. Permission and authority are hereby given and granted to 990 North Lake Shore Drive Condominium Association, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, vaulted subsurface space under the public way adjacent to its property located at 990 North Lake Shore Drive and described as follows: said vault shall run under and along the East Walton Street side of the above named premises for a total distance of two hundred eighteen point four (218.4) feet, at a width of fifteen point four (15.4) feet, and at a depth of approximately thirteen (13) feet. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after January 21, 1992.

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 Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Ninety-one and no/100 Dollars ($1,591.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall 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 the 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 of the City of Chicago and the Director of Revenue at their discretion, 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 Streets and Sanitation and in accordance with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work

and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue, Compensation Unit, no later than 30 days prior to the expiration of the 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, keep and save harmless the City of Chicago, its agents, officers and employees 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 Director of Revenue 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, however, that said grantee file a written acceptance of this ordinance with the City Clerk; provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of Revenue.

[Drawing attached to this ordinance printed on page 20242 of this Journal.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

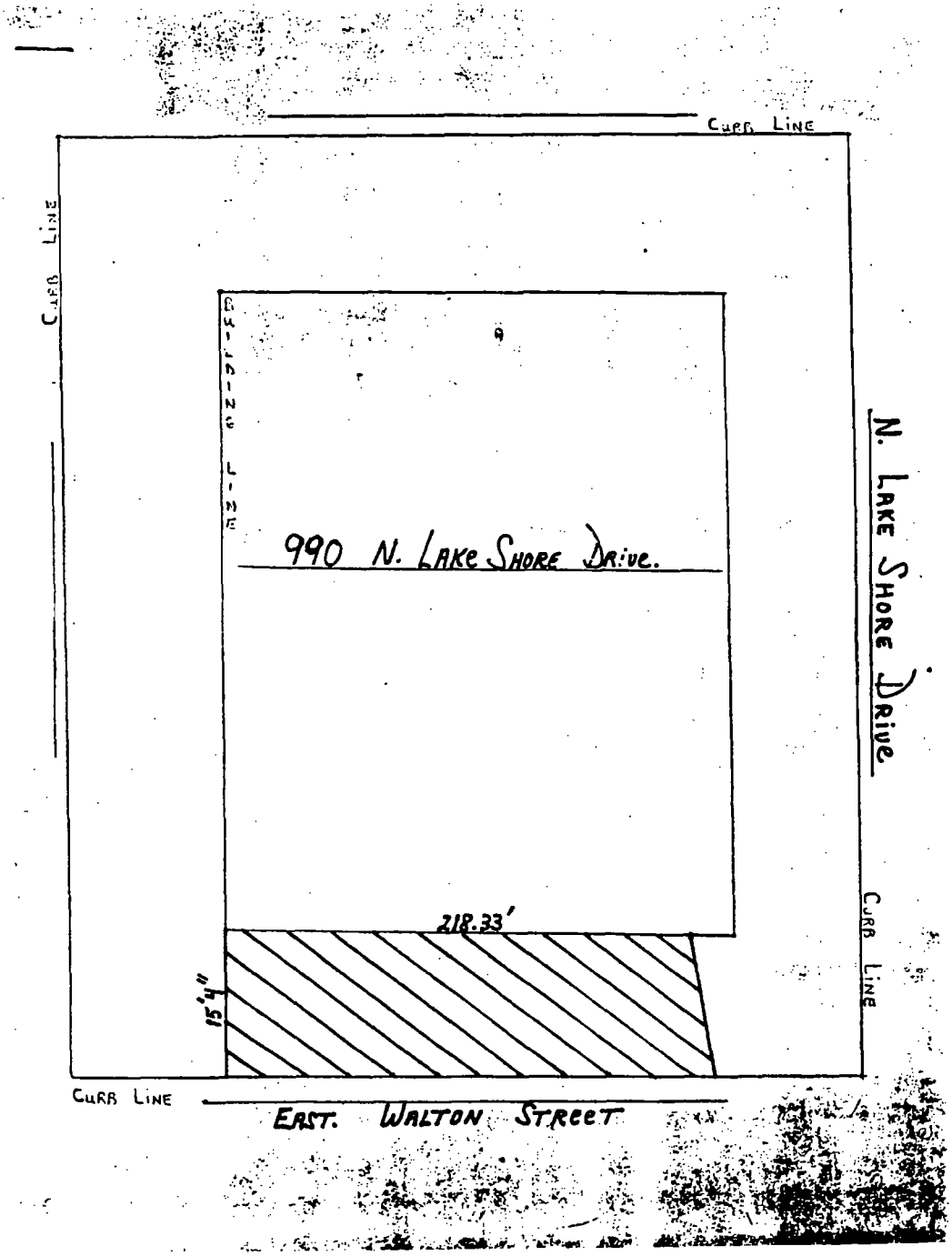
CHICAGO, July 24, 1992.

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 orders transmitted herewith (referred on July 7, 1992) to maintain and use sundry canopies by various establishments.

(Continued on page 20243)

Ordinance associated with this drawing printed on pages 20237 through 20241 of this Journal.



(Continued from page 20241)

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 orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

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):

F. W. Woolworth Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to F. W. Woolworth Company ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Commercial Avenue attached to the building or structure located at 9052 South Commercial Avenue for a period of three (3) years from and after June 11, 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 36 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-one and no/100 Dollars ($61.00) 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 Director of Revenue 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 Director of Revenue.

Homecraft Construction, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Homecraft Construction, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Halsted Street attached to the building or structure located at 9449 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 12 feet in length, nor 11 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 Director of Revenue 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 Director of Revenue.

North Park Apartments: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to North Park Apartments ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 1936 North Clark 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 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 Director of Revenue 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 Director of Revenue.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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 July 7 and 24, 1992) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

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):

Carry Billy Boy, Inc. (Doing Business As Billy Boy).

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

SECTION 1. Permission and authority are hereby given and granted to Carry Billy Boy, Inc., doing business as Billy Boy, 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 3500 North Broadway. Said sidewalk cafe area shall be thirty-five (35) feet in length and six (6) feet in width, for a total of two hundred ten (210) square feet and shall begin six (6) feet from the face of the curb line and building line along West Cornelia Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 12:00 Midnight.

Compensation: $300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue no later than 30 days prior to the expiration of the 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 Director of Revenue 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. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Enis Cirkic (Doing Business As The European Pastry Shop And Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Enis Cirkic, doing business as The European Pastry Shop and Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4701 North Lincoln Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and thirteen (13) feet in width, for a total of two hundred sixty (260) square feet and shall begin six (6) feet from the face of the building line along West Leland Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 10:00 A.M.

Compensation: $300.00/Seating: 25.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue no later than 30 days prior to the expiration of the 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 Director of Revenue 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. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Nenad Ivich (Doing Business As "Penny's Noodle Shop").

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

SECTION 1. Permission and authority are hereby given and granted to Nenad Ivich, doing business as "Penny's Noodle Shop", 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 3400 North Sheffield Avenue. Said sidewalk cafe area shall be thirty-four (34) feet in length and eight (8) feet in width, for a total of two hundred seventy-two (272) square feet and shall begin seven (7) feet from the face of the curb line of West Roscoe Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.
Friday and Saturday, 11:00 A.M. to 10:30 P.M.

Compensation: $300.00/Seating: 20.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing

said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue no later than 30 days prior to the expiration of the 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 Director of Revenue 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. Said

insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way in restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Nookie Tree, Inc. (Doing Business As Nookie Tree).

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

SECTION 1. Permission and authority are hereby given and granted to Nookie Tree, Inc., doing business as Nookie Tree, 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 3334 North Halsted Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and ten (10) feet in width, for a total of three hundred fifty (350) square feet and shall begin seven (7) feet from the face of the building line along West Buckingham Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: $350.00/Seating: 35.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall,

nevertheless, remain liable to the City of Chicago for the 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 with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue no later than 30 days prior to the expiration of the 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 Director of Revenue 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. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way in restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Patties, Inc. (Doing Business As Patties Heart And Healthy).

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

SECTION 1. Permission and authority are hereby given and granted to Patties, Inc., doing business as Patties Heart and Healthy, 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 520 North Michigan Avenue. Said sidewalk cafe area shall be sixty (60) feet in length and six (6) feet in width, for a total of three hundred and sixty (360) square feet and shall begin six (6) feet, five (5) inches from the face of the concrete railing line along East Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 7:30 A.M. to 8:00 P.M.

Compensation: $648.00/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 from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City

of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue no later than 30 days prior to the expiration of the 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 Director of Revenue 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. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

Rezko Foods, Inc. (Doing Business As Subway Sandwiches & Salads).

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

SECTION 1. Permission and authority are hereby given and granted to Rezko Foods, Inc., doing business as Subway Sandwiches & Salads, 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 43 East Chicago Avenue. Said sidewalk cafe area shall be sixteen (16) feet in length and eight (8) feet in width, for a total of one hundred twenty-eight (128) square feet and shall begin eight (8) feet from the face of the curb line along East Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: $300.00/Seating: 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 from and after April 1, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue no later than 30 days prior to the expiration of the 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 Director of Revenue 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. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

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933 -- 935 North State Corp. (Doing Business As Waterwork's).

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

SECTION 1. Permission and authority are hereby given and granted to 933 -- 935 North State Corp., doing business as Waterwork's upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to is premises located at 933 -- 935 North State Street. Said sidewalk cafe area shall be twenty-one (21) feet in length and nine (9) feet in width, for a total of one hundred eighty-nine (189) square feet and shall begin six (6) feet, eight (8) inches from the face of the building line along East Walton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: $341.00/Seating: 24.

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, 1992 through, and including, November 1, 1992.

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 Director of Revenue. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the 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 with the City Municipal Code. In the event of failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and that 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 the permit for this privilege, a copy of proof of insurance (Certificate of Insurance) in an amount not less than $1,000,000 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 Revenue no later than 30 days prior to the expiration of the 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 Director of Revenue 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. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of Revenue.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE FOR SIDEWALK CAFE TO 101 GRAND LIMITED PARTNERSHIP, 101 GRAND INCORPORATED (DOING BUSINESS AS MAGGIANO'S LITTLE ITALY).

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* an amendment to an ordinance passed on April 29, 1992, page 15604 of the Council Journal of Proceedings, granting permission to 101 Grand Limited Partnership, 101 Grand Incorporated, doing business as Maggiano's Little Italy, by striking out: "Said sidewalk cafe shall encompass a total of 413 square feet" . . . "Compensation: $744.00" and inserting: "Said sidewalk cafe shall encompass a total of 488 square feet" . . . "Compensation: $879.00". This ordinance was referred to the committee on July 7, 1992.

This recommendation was concurred in unanimously be 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 ordinance passed by the City Council on April 29, 1992, page 15604 of the Council Journal of Proceedings, Permit Number 27, granting permission to 101 Grand Limited Partnership, 101 Grand

Incorporated, doing business as Maggiano's Little Italy, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed, the following:

"Said sidewalk cafe area shall be fifty-five (55) feet in length and seven (7) feet six (6) inches in width for a total of four hundred thirteen (413) square feet"

"Compensation: $744.00/Seating 32"

and inserting in lieu thereof:

"Said sidewalk cafe area shall be sixty-five (65) feet in length and seven (7) feet, six (6) inches in width for a total of four hundred eighty-eight (488) square feet"

"Compensation: $879.00/Seating 46".

Said Grantee agrees to compensate the City of Chicago, Department of Revenue, the additional compensation fee of One Hundred Thirty-five Dollars ($135.00).

SECTION 2. This ordinance shall take effect and be in force from and after the date of passage.

VACATION AND DEDICATION OF PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST 54TH PLACE, WEST GARFIELD BOULEVARD, SOUTH PEORIA STREET AND SOUTH HALSTED STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance vacating the west 150 feet of the east/west 15 foot public alley and providing for the dedication of a north/south 20 foot public alley in the block bounded by West 54th Place, West Garfield Boulevard, South Peoria Street and South Halsted Street. This ordinance was referred to the committee on July 24, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 alley 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 the east/west 15 foot public alley lying south of the south line of Lots 13 to 18, both inclusive, in subdivision of Lot 20 in Hodgdon's Subdivision of Block 2 and part of Block 1 of Webster and Perkin's Subdivision of the east half of the southeast quarter of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian (except

the north 132 rods and the south 8 rods thereof); lying north of the north line of Lots 1 to 6, both inclusive, in Bryant and Hodgdon's Resubdivision of the south 8 rods of the east half of the east half of the southeast quarter of Section 8, together with Lot 19 in subdivision of Lot 20 of Hodgdon's Subdivision of Block 2 and part of Block 1 of Webster and Perkin's Subdivision of the east half of the southeast quarter of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian (except the north 132 rods and the south 8 rods thereof); lying east of a line drawn from the southwest corner of Lot 18 in subdivision of Lot 20 aforementioned to the northwest corner of Lot 1 in Bryant and Hodgdon's Resubdivision aforementioned; and lying west of the northwardly extension of the east line of Lot 6 in Bryant and Hodgdon's Resubdivision aforementioned; said part of public alley being further described as the west 150 feet of the east/west 15 foot public alley in the block bounded by West 54th Place, West Garfield Boulevard, South Peoria Street and South Halsted 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 all of the public alley as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in said part of public alley as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and 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 electrical energy and telephonic and associated services under, over, and along all that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. Antioch Missionary Baptist Church hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of the public alley as herein vacated.

SECTION 4. Antioch Missionary Baptist Church shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

That part of Lots 12 and 13 (taken as a tract) in subdivision of Lot 20 of Hodgdon's Subdivision of Block 2 and part of Block 1 of Webster and Perkin's Subdivision of the east half of the southeast quarter of Section 8, Township 38 North, Range 14 (except the north 132 rods and the south 8 rods thereof); described as follows: lying east of the northwardly extension of the east line of Lot 6 in Bryant and Hodgdon's Resubdivision of the south 8 rods of the east half of the east half of the southeast quarter of Section 8 together with Lot 19 in subdivision of Lot 20 aforementioned; and lying west of a line 20 feet east of and parallel to the northwardly extension of the east line of Lot 6 aforementioned; as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 5. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Antioch Missionary Baptist Church 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 alley hereby vacated, the sum of One and no/100 Dollars ($1.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 120 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Peoria Street and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Transportation after such investigation as is requisite.

SECTION 6. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Antioch Missionary Baptist Church 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 a Plat of Dedication for the public alley properly executed and acknowledged, showing the vacation and dedication herein provided for.

SECTION 7. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 20269 of this Journal.]

Ordinance associated with this drawing printed on pages 20266 through 20268 of this Journal.

"A"

Webster and Perkins' Sub. of the E. 1/2 of the S.E. 1/4 Sec. 8-38-14 (except the N. 132 Rods and the S. 8 Rods thereof) in Sec. 8-38-14.

"B"

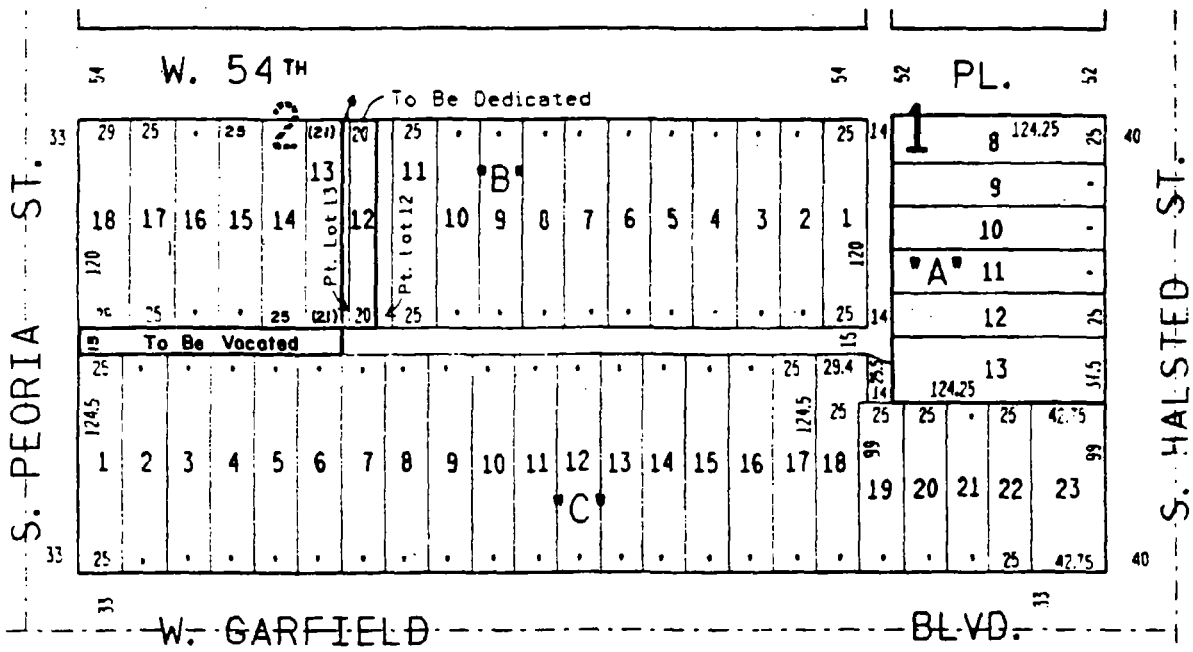
Sub. of Lot 20 of Hodgdon's Sub. of Blk. 2 and Part of Blk. 1 of Webster and Perkins' Sub. etc. (See "A").

"C"

Bryant and Hodgdon's ReSub. of the S.8 Rods of the E. 1/2 of the E. 1/2 of the S.E. 1/4 of Sec. 8 together with Lot 19 in Sub. of Lot 20 of Hodgdon's Sub. of Blk. 2 and Part of Blk.1 of Webster and Perkins' Sub. etc. (See "A").

NORTH

Dr. No. 8-3-91-1603



AUTHORIZATION FOR APPROVAL OF PLAT OF CHICAGO ENTERPRISE CENTER SUBDIVISION ON PORTION OF SOUTH TORRENCE AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* an ordinance authorizing and directing the approval of a Plat of Chicago Enterprise Center Subdivision located at East 136th Street and South Torrence Avenue and having a frontage of 1,566.84 feet on the center line of the Little Calumet River and located between South Torrence Avenue and the westerly right-of-way line of the railroad on the east. This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 Chicago Enterprise Center Subdivision located at East 136th Street and South Torrence Avenue and having a frontage of 1,566.84 feet on the east side of South Torrence Avenue as measured north from the center line of the Little Calumet River and located between South Torrence Avenue on the west and the westerly right-of-way of the New York, Chicago and St. Louis Railroad on the east and lying north of the Little Calumet River, as shown on the attached plat, when the necessary certificates are shown on said plat for Kemper/Prime Industrial Partners (File No. 31-10-92-1688).

SECTION 2. This ordinance shall take effect and be in force from 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 STAN MUSIAL RESUBDIVISION AT 4048 -- 4052 NORTH KOLMAR AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance authorizing and directing the approval of a proposed plat of the Stan Musial Resubdivision located at 4048 -- 4052 North Kolmar Avenue having a frontage of 39.60 feet along the west line of North Kolmar Avenue and a depth of 126.28 feet. This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 the Stan Musial Resubdivision located at 4048 -- 4052 North Kolmar Avenue having a frontage of 39.60 feet along the west line of North Kolmar Avenue and a depth of 126.28 feet as shown on the attached plat, when the necessary certificates are shown on said plat for Gerald and Lydia West.

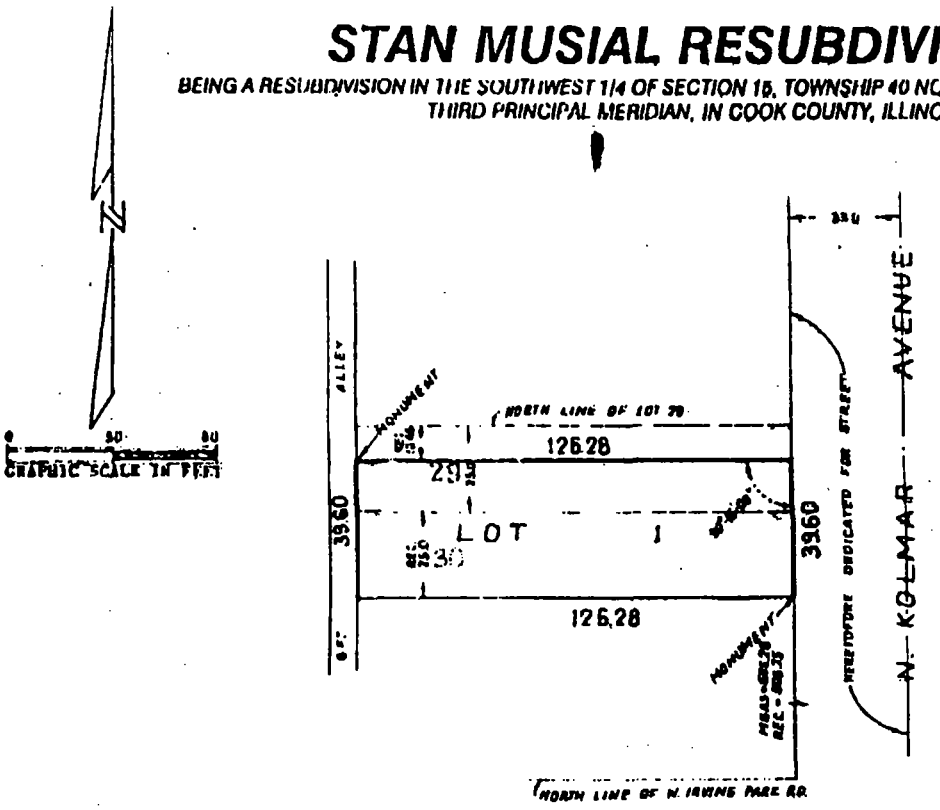
SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat attached to this ordinance printed on page 20273 of this Journal.]

Ordinance associated with this plat printed on pages 20271 through 20272 of this Journal.

STAN MUSIAL RESUBDIVISION

BEING A RESUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



STATE OF ILLINOIS)
COUNTY OF COOK) SS

WE, GERALD WEST AND LYDIA WEST AS JOINT TENANTS, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON AND THAT WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED FOR THE USES AND PURPOSES AS SHOWN HEREON.

DATED THIS DAY OF A.D. 19

OWNER

OWNER

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT AND PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT AT THE TIME OF SUCH APPEARANCE THEY WERE THE OWNERS OF THE PROPERTY DESCRIBED HEREIN AND THAT THEY SIGNED SAID CERTIFICATE AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES AS SHOWN HEREON.
GIVEN UNDER MY HAND AND SEAL THIS DAY OF A.D. 1992.

BY.
NOTARY PUBLIC

AUTHORIZATION FOR CONSTRUCTION OF BUS PASSENGER SHELTER AT 151 NORTH MICHIGAN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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 July 24, 1992) authorizing and directing the Commissioner of Transportation to grant permission to the Doral Michigan Avenue, 151 North Michigan Avenue, for the construction of a bus passenger shelter for northbound buses at approximately 151 North Michigan Avenue (the northeast corner of North Michigan Avenue and East Randolph Street).

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

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 the Department of Transportation is hereby authorized and directed to grant permission to the Doral Michigan Avenue, 151 North Michigan Avenue, Chicago, Illinois 60601-7528, for the construction of a bus passenger shelter for northbound buses at approximately 151 North Michigan Avenue (said shelter to be maintained by Doral Michigan Avenue).

REPEAL OF ORDINANCE WHICH AUTHORIZED GRADING, PAVING AND IMPROVING OF ALLEYS BOUNDED BY WEST 54TH STREET, SOUTH KOSTNER AVENUE, SOUTH KENNETH AVENUE AND C.U.T. RAILROAD RIGHT-OF-WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* an ordinance transmitted herewith (referred on July 7, 1992) repealing the grading, paving and otherwise improving the alleys between West 54th Street, South Kostner Avenue, South Kenneth Avenue and C.U.T. Railroad right-of-way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

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 ordinance entitled "An ordinance for grading, paving and otherwise improving the roadway of the alleys between West 54th Street, South Kostner Avenue, South Kenneth Avenue and C.U.T. Railroad right-of-way, etc. in the City of Chicago" passed by the City Council of the City of Chicago on the 12th day of September, 1990 (Council Journal of Proceedings, page 21031) and in force from and after the date of its passage, be and the same is repealed.

SECTION 2. That said ordinance shall be in full force and effect from and after of its passage.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF WEST WASHINGTON BOULEVARD AS "FATHER MAC BOULEVARD".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to take the necessary action to install "Father Mac Boulevard" honorary street signs on West Washington Boulevard, between North Halsted Street and North Morgan Street. This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 heretofore passed by the City Council which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of West Washington Boulevard between North Halsted Street and North Morgan Street as "Father Mac Boulevard".

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH WOLCOTT AVENUE AS "FRANKLIN D. DANIEL DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to take the necessary action to install "Franklin D. Daniel Drive" honorary street signs on South Wolcott Avenue (between Numbers 7600 -- 7659). This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 heretofore passed by the City Council which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Wolcott Avenue (between Numbers 7600 -- 7659) as "Franklin D. Daniel Drive".

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTIONS OF NORTH CALIFORNIA AVENUE AND WEST IRVING PARK ROAD AS "GORDON TECH DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to take the necessary action to install "Gordon Tech Drive" honorary street signs on North California Avenue from West Addison Street to West Irving Park Road; and also on West Irving Park Road from North California Avenue to the river (one block east) and to North Francisco Avenue (one block west). This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 heretofore passed by the City Council with authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of North California Avenue from West Addison Street to West Irving Park Road; and also West Irving Park Road from North California Avenue to the river (one block east) and to North Francisco Avenue (one block west) as "Gordon Tech Drive".

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH JUSTINE STREET AS "DR. JAMES P. TILLMAN, SR. STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to take the necessary action to install "Dr. James P. Tillman, Sr. Street" honorary street signs on South Justine Street (between Numbers 8600 -- 8659). This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 heretofore passed by the City Council which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Justine Street (between Numbers 8600 -- 8659) as "Dr. James P. Tillman, Sr. Street".

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH HALSTED STREET AS "REVEREND R. C. ODOM DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to take the necessary action to install "Reverend R.C. Odom Drive" honorary street signs on South Halsted Street between West 91st and West 95th Streets. This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 heretofore passed by the City Council which authorizes erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Halsted Street between West 91st and West 95th Streets as "Reverend R.C. Odom Drive".

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH COLES AVENUE AS "ST. BRIDE DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance authorizing the Commissioner of Transportation to take the necessary action to install "St. Bride Drive" honorary street signs on the 7800 block of South Coles Avenue. This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 heretofore passed by the City Council, which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of the 7800 block of South Coles Avenue as "St. Bride Drive", on the occasion of the 100th anniversary of the founding of Saint Bride Church, 7811 South Coles Avenue.

SECTION 2. This ordinance shall be in effect upon its passage and publication.

AUTHORIZATION FOR EXEMPTION OF AL'S GYM FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY ADJACENT TO 6004 SOUTH CENTRAL AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance authorizing and directing the Commissioner of Transportation to exempt Al's Gym from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility located at 6004 South Central Avenue. This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 Transportation is hereby authorized and directed to exempt Al's Gym, 6004 South Central Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

AUTHORIZATION FOR EXEMPTION OF CRYSTAL-ROSE ENTERPRISES (MC DONALD'S) FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY ADJACENT TO 3122 WEST TOUHY AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* an ordinance authorizing and directing the Commissioner of Transportation to exempt Crystal-Rose Enterprises (McDonald's) from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility located at 3122 West Touhy Avenue. This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 Transportation is hereby authorized and directed to exempt Crystal-Rose Enterprises (McDonald's), 3122 West Touhy Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR EXEMPTION OF MR. ROBERT DICOLA/ DICOLA SEAFOOD & FISH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 10754 SOUTH WESTERN AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed substitute ordinance authorizing and directing the Commissioner of Transportation to exempt Robert Dicola/Dicola Seafood & Fish from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility located at 10754 South Western Avenue. This ordinance was referred to the committee on November 27, 1991.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

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 the City of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Robert Dicola/Dicola Seafood & Fish of 10754 South Western Avenue from provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 10754 South Western Avenue, provided that traffic exiting into alley turn left going south towards 108th Street.

SECTION 2. This ordinance shall take effect and be in force from and after the date of its passage and publication.

AUTHORIZATION FOR EXEMPTION OF MR. FENTON BOOTH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 3900 -- 3910 NORTH FREMONT STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* an ordinance authorizing and directing the Commissioner of Transportation to exempt Fenton Booth from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility located at 3900 -- 3910 North Fremont Street. This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 (Prior Code Section 33-19.1), the Commissioner of Public Works is hereby authorized and directed to exempt Fenton Booth of 3900 -- 3910 North Fremont Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 3900 -- 3910 North Fremont Street.

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

AUTHORIZATION FOR EXEMPTION OF HUMAN RESOURCES DEVELOPMENT INSTITUTE, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 47 -- 51 EAST 104TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance authorizing and directing the Commissioner of Transportation to exempt Human Resources Development Institute, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility located at 47 -- 51 East 104th Street. This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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, subparagraph (a) of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Human Resources Development Institute, Inc. of 47 -- 51 East 104th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 47 -- 51 East 104th Street.

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

AUTHORIZATION FOR EXEMPTION OF PUBLIC BUILDING COMMISSION, DALEY CENTER, FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY AT 2031 SOUTH PEORIA STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed ordinance authorizing and directing the Commissioner of Transportation to exempt the Public Building Commission, Daley Center, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility located at 2031 South Peoria Street. This ordinance was referred to the committee on July 7, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 Department of Transportation is hereby authorized and directed to exempt the Public Building Commission, Daley Center, from the provisions requiring barriers as a prerequisite to prohibit alley egress and/or ingress to the parking facility at 2031 South Peoria Street (Walsh School).

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

REQUEST TO STUDY PROPOSED NAME CHANGE OF PORTION OF NORTH SACRAMENTO BOULEVARD TO NORTH SACRAMENTO AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 24, 1992.

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* a proposed order authorizing and directing the Commissioner of Transportation to conduct a study with a view toward changing the name of Sacramento Boulevard to Sacramento Avenue between 500 and 700. This order was referred to the committee on July 24, 1992.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

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

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 Transportation cause a study to be made with a view to changing the name of Sacramento Boulevard to Sacramento Avenue between 500 and 700.

Re-Referred -- AUTHORIZATION FOR ERECTION OF BARRICADES TO CLOSE OFF THROUGH TRAFFIC AT CERTAIN LOCATIONS IN FIRST WARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Re-Refer* an order authorizing and directing the Commissioner of the Department of Transportation to erect barricades for the purpose of closing off through traffic at certain locations in the 1st Ward. This order was referred to the committee on July 7, 1992.

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 committee's recommendation was *Concurred In* and the said proposed order transmitted with the foregoing committee report was *Re-Referred to the Committee on Traffic Control and Safety* by yeas and nays as follows:

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

Nays -- None.

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

COMMITTEE ON ZONING.

APPOINTMENT OF MS. GIGI MC CABE-MIELE AS MEMBER OF ZONING BOARD OF APPEALS.

The Committee on Zoning submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 1992, 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.

I beg leave to recommend the passage of three ordinances which were corrected and amended in their corrected form. They are: Application Numbers 10942, 10944 and 10947.

Please let the record reflect that Application Numbers 10908 and 10938 were voted "do not pass".

I also beg leave to recommend the passage of two exceptions for properties located at 4848 South Indiana Avenue and 3801 North Christiana Avenue.

Please let the record reflect that Alderman Ed Smith voted "No" on Application Number 10947.

At this time, I, along with Alderman Ed Smith move that this report be deferred and published, with the exception of Application Number MA-18, regarding the appointment of Gigi McCabe-Miele to the Zoning Board of Appeals, Application Number 10936, and the two exceptions for which I request immediate passage today because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Gigi McCabe-Miele as a member of the Zoning Board of Appeals was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

APPROVAL OF ZONING EXCEPTIONS FOR CHANGE OF LICENSEE AND CONTINUED OPERATION OF TAVERNS AT DESIGNATED LOCATIONS.

The Committee on Zoning submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 1992, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas.

I beg leave to recommend the passage of three ordinances which were corrected and amended in their corrected form. They are: Application Numbers 10942, 10944 and 10947.

Please let the record reflect that Application Numbers 10908 and 10938 were voted "do not pass".

I also beg leave to recommend the passage of two exceptions for properties located at 4848 South Indiana Avenue and 3801 North Christiana Avenue.

Please let the record reflect that Alderman Ed Smith voted "No" on Application Number 10947.

At this time, I, along with Alderman Ed Smith move that this report be deferred and published, with the exception of Application Number MA-18, regarding the appointment of Gigi McCabe-Miele to the Zoning Board of Appeals, Application Number 10936, and the two exceptions for which I request immediate passage today because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed resolutions transmitted with the foregoing committee report were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

Said resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

3801 North Christiana Avenue.

WHEREAS, Gloria Lundgren, doing business as Flynn's Inn, Inc., as licensee, filed on February 28, 1992, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a three-story building, in an R3 General Residence District, on premises at 3801 North Christiana Avenue; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered October 31, 1991 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: the said use is located in an R3 General Residence District; that the subject site is improved with a three-story building containing an existing tavern; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of licensee 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 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 three-story building, on premises at 3801 North Christiana 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, Gloria Lundgren, doing business as Flynn's Inn, Inc., as licensee, and that a change of licensee 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 Chicago Zoning Ordinance.

4847 South Indiana Avenue.

WHEREAS, Arthur Ballard, as licensee, filed on May 21, 1992, an application for an exception pursuant to Article 11.7A-3 of the Chicago Zoning Ordinance for the approval of the change of licensee and continued operation of an existing tavern in a one-story building, in an R5 General Residence District, on premises at 4847 South Indiana Avenue; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered May 18, 1992 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 R5 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: the said use is located in an R5 General Residence District; that the subject site is improved with a one-story building containing an existing tavern; that on July 12, 1990, the City Council passed an ordinance requiring an exception for the approval of the change of licensee 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 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 one-story building, on premises at 4847 South Indiana 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, Arthur Ballard, as licensee, and that a change of licensee 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 Chicago Zoning Ordinance.

AMENDMENT OF CHICAGO ZONING ORDINANCE
TO RECLASSIFY AREA SHOWN ON
MAP NUMBER 7-G.

The Committee on Zoning submitted the following report:

CHICAGO, July 29, 1992.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 1992, 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.

I beg leave to recommend the passage of three ordinances which were corrected and amended in their corrected form. They are: Application Numbers 10942, 10944 and 10947.

Please let the record reflect that Application Numbers 10908 and 10938 were voted "do not pass".

I also beg leave to recommend the passage of two exceptions for properties located at 4848 South Indiana Avenue and 3801 North Christiana Avenue.

Please let the record reflect that Alderman Ed Smith voted "No" on Application Number 10947.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with the exception of Application Number MA-18, regarding the appointment of Gigi McCabe-Miele to the Zoning Board of Appeals, Application Number 10936, and the two exceptions for which I request immediate passage today because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in area bounded by:

a line 173 feet north of West Wrightwood Avenue; the alley next east of and parallel to North Lakewood Avenue; a line 148 feet north of West Wrightwood Avenue; and North Lakewood 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.

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 29, 1992.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 1992, 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.

I beg leave to recommend the passage of three ordinances which were corrected and amended in their corrected form. They are: Application Numbers 10942, 10944 and 10947 .

Please let the record reflect that Application Numbers 10908 and 10938 were voted "do not pass".

I also beg leave to recommend the passage of two exceptions for properties located at 4848 South Indiana Avenue and 3801 North Christiana Avenue.

Please let the record reflect that Alderman Ed Smith voted "No" on Application Number 10947.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of Application Number MA-18, regarding the appointment of Gigi McCabe-Miele to the Zoning Board of

Appeals, Application Number 10936, and the two exceptions for which I request immediate passage today because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 3-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 R5 General Residence District symbols and indications as shown on Map No. 3-I in the area bounded by:

a line 75.42 feet south of West Cortez Street; the alley next east of and parallel to North Sacramento Avenue; a line 112.92 feet south of West Cortez Street; and North Sacramento Avenue,

to those of a B2-2 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 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 the area bounded by:

a line 222.57 feet north of West Thomas Street; the alley next east of and parallel to North Richmond Street; a line 174.45 feet north of West Thomas Street; and North Richmond Street,

to those of a B2-2 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 3-M.
(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 B4-1 Restricted Service District symbols and indications as shown on Map No. 3-M in the area bounded by:

West North Avenue; a line 106.98 feet east of and parallel to North Mason Avenue; the alley next south of and parallel to West North Avenue; and North Mason 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-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. 5-H in the area bounded by:

West Dickens Avenue; North Wolcott Avenue; the alley next south of and parallel to West Dickens Avenue; a line 28.38 feet west of and parallel to North Wolcott Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-I in the area bounded by:

a line 73.5 feet north of West Bloomingdale Avenue; the alley next east of and parallel to North Fairfield Avenue; a line 48.5 feet north of West Bloomingdale Avenue; and North Fairfield 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 7-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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 7-G in the area bounded by:

a line 55.25 feet south of West George Street; the alley next east of North Southport Avenue; a line 159.25 feet south of West George Street; and North Southport 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 full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-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. 7-H in the area bounded by:

West Wellington Avenue; the alley northeast of North Clybourn Avenue; North Hoyne Avenue; and North Clybourn Avenue,

to those of a C2-2 General 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 7-M.
(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 B5-2 General Service District symbols and indications as shown on Map No. 7-M in the area bounded by:

a line 107 feet north of West Barry Avenue; the alley next east of and parallel to North Central Avenue; West Barry Avenue; and North Central 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-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. 8-H in the area bounded by:

a line 96 feet south of West 33rd Street; South Ashland Avenue; a line 120 feet south of West 33rd Street; and the alley next west of and parallel to South Ashland 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 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 C1-2 Restricted Commercial District symbols and indications as shown on Map No. 8-H in the area bounded by:

a line 75 feet south of West 33rd Place; South Ashland Avenue; a line 100 feet south of West 33rd Place; and the alley next west and parallel to South Ashland 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 8-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. 8-J in the area bounded by:

West 31st Street; South Hamlin Avenue; the alley next south of and parallel to West 31st Street; and a line 24 feet west of South Hamlin Avenue,

to those of a B1-2 Local 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-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 the area bounded by:

the alley next north of West Dakin Street; a line 49.29 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 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:

a line 138.23 feet south of and parallel to West Roscoe Street; the center line of North Narragansett Avenue; a line 148 feet south of and parallel to West Roscoe Street; the alley next east of North Narragansett Avenue; a line 185.5 feet south of and parallel to West Roscoe Street; the center line of North Narragansett Avenue; a line 198.26 feet south of and parallel to West Roscoe Street; and the alley next west of North Narragansett 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 11-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 11-I in the area bounded by:

> an east/west line 325 feet north of and parallel to West Cullom Avenue; the 16 foot public alley next east of and parallel to North Kedzie Avenue; an east/west line 175 feet north of and parallel to West Cullom Avenue; West Cullom Avenue; and North 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.

Reclassification Of Area Shown On Map Number 12-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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 12-L in the area bounded by:

> the alley next south of West Archer Avenue; South Long Avenue; the Illinois Harbor Belt Railroad; a line 147.4 feet west of and parallel to South Long Avenue; a line 5.7 feet long, 25 feet north of and parallel to the right-of-way of the Illinois Harbor Belt Railroad; a line 141.7 feet west of and parallel to South Long Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-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. 12-N in the area bounded by:

a line 332 feet north of and parallel to West 54th Street; South Nagle Avenue; a line 281 feet north of and parallel to West 54th Street; and the alley next west of South Nagle 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-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 R3 General Residence District symbols and indications as shown on Map No. 14-J in the area bounded by:

West 55th Street; South Hamlin Avenue; the alley next south of and parallel to West 55th Street; and a line 25 feet west of and parallel to South Hamlin 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 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 the area bounded by:

a line 243.83 feet south of and parallel to West 55th Street; South Nagle Avenue; a line 300.83 feet south of and parallel to West 55th Street; and the alley next west of South Nagle 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 20-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 20-J in the area bounded by:

the alley next of and parallel to West 84th Street; a line 123.23 feet east of South Hamlin Avenue; West 84th Street; and a line 73.23 feet east of South Hamlin 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.

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 29, 1992.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on July 23, 1992, 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.

I beg leave to recommend the passage of three ordinances which were corrected and amended in their corrected form. They are: Application Numbers 10942, 10944 and 10947.

Please let the record reflect that Application Numbers 10908 and 10938 were voted "do not pass".

I also beg leave to recommend the passage of two exceptions for properties located at 4848 South Indiana Avenue and 3801 North Christiana Avenue.

Please let the record reflect that Alderman Ed Smith voted "No" on Application Number 10947.

At this time, I, along with Alderman Ed Smith move that this report be *Deferred* and published, with the exception of Application Number MA-18, regarding the appointment of Gigi McCabe-Miele to the Zoning Board of Appeals, Application Number 10936, and the two exceptions for which I request immediate passage today because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 11-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. 11-M in the area bounded by:

West Montrose Avenue; a line 119.58 feet east of and parallel to North Narragansett Avenue; a line 128.17 feet south of and parallel to West Montrose Avenue; and North Narragansett 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 18-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 R3 General Residence District symbols and indications as shown on Map No. 18-D in the area bounded by:

the alley next north of and parallel to East 73rd Street; a line 35 feet east of and parallel to South Woodlawn Avenue; East 73rd Street; and South Woodlawn 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 force and effect from and after its passage and due publication.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar resolutions presented by Aldermen Mazola, Dixon, Burke, Hendon,Wojcik, Banks and Natarus. 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 MAZOLA (1st Ward):

CONGRATULATIONS EXTENDED TO COLUMBIA YACHT CLUB ON ITS ONE HUNDREDTH ANNIVERSARY.

WHEREAS, The Columbia Yacht Club, a driving force in the recreational life of our great City of Chicago, was chartered in 1892 and thus is celebrating its one hundredth anniversary this year; and

WHEREAS, The Columbia Yacht Club has thrived in one form or another at the foot of East Randolph Street since the last century. Its history and growth paralleled the history and progress of Chicago. Founded with the spirit to promote the sport of Corinthian Yachting, seamanship and navigation, the Yacht Club has become a symbol of the multi-faceted life and culture in our town; and

WHEREAS, The Columbia Yacht Club has an active sailing program, conducts safe boating courses for the State Department of Conservation, Coast Guard Auxiliary and Power Squadron, and plays an important part in the City's many lakefront pleasures and programs; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby extend our heartiest congratulations to the Columbia Yacht Club on its one hundredth anniversary, and express to its officers and members our very best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Columbia Yacht Club.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MR. LLOYD HAROLD GRANT, SR.

WHEREAS, God in his infinite wisdom has called to his eternal reward Lloyd Harold Grant, Sr., July 18, 1992; and

WHEREAS, A native of Kansas City, Kansas, Lloyd served four years in the United States Navy, where within his division he received a World War II Victory Medal and an Honorable Discharge; and

WHEREAS, Lloyd Harold Grant, Sr. moved to Chicago in 1956, established and managed his restaurant, worked for the Cook County Recorder's Office and the Chicago Transit Authority; and

WHEREAS, Lloyd Harold leaves to mourn his wife, Ruth Marie Grey; one son, Lloyd, Jr. (Joyce); his daughter, Jacqueline Brown; six grandchildren, one great-grandchild and a host of 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-ninth day of July, 1992, A.D., do hereby express our sorrow on the passing of Lloyd Harold Grant, Sr. and extend to his wife, Ruth, 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. Ruth Marie Grey.

TRIBUTE TO LATE MRS. ROSABELLE JACKSON TIMMONS.

WHEREAS, God in his infinite wisdom has called to her eternal reward Rosabelle Jackson Timmons, outstanding cosmetologist, public servant and citizen of Chicago's 8th Ward; and

WHEREAS, A native of Ohio, Rosabelle Jackson married Floyd Timmons in 1941, they moved with five of their children to Chicago in 1948 and Rose

had seven more children here. Altogether Mr. and Mrs. Floyd Timmons had six sons and six daughters. Floyd and one son preceded Rose in death; and

WHEREAS, Rosabelle Timmons was very active in her south side community, at one time she was President of Wescott Elementary School P.T.A.. In addition to her career as a cosmetologist, she was employed by the United States Postal Service and, late in her career, by Talman Bank; and

WHEREAS, A devoted family person, Rosabelle Timmons leaves to mourn eleven children, thirty-four grandchildren, thirty-two great-grandchildren, 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-ninth day of July, 1992, A.D., do hereby express our sorrow on the passing of Rosabelle Jackson Timmons, 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 Rosabelle Timmons.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. ELIZABETH DYBICZ.

WHEREAS, Elizabeth Dybicz (nee Baniewicz) passed away on Saturday, July 18, 1992 at the age of eighty-six; and

WHEREAS, Elizabeth Dybicz, a former resident of the 11th Ward, Bridgeport community; and

WHEREAS, Elizabeth Dybicz, beloved wife of the late Albert, Sr.; and

WHEREAS, Elizabeth Dybicz, devoted mother of Albert, Jr. (LaVerne), Aloysius (Dolores), Virginia (Charles) Wolniak; and

WHEREAS, Elizabeth Dybicz, dearest grandmother of twelve and great-grandmother of fourteen; and

WHEREAS, Elizabeth Dybicz, the loving sister of the late Sophie Wesoloski, Paul Baniewicz, Joanne Polarek and Monica Kunkel; and

WHEREAS, Elizabeth Dybicz will be greatly missed by the many family members and friends whose lives she had touched; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-ninth day of July in 1992, do hereby mourn the death of Elizabeth Dybicz, and may we also extend our deepest sympathy to her many aggrieved friends and family members; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Elizabeth Dybicz.

TRIBUTE TO LATE MRS. GEORGIANA P. HARRIS.

WHEREAS, Georgiana P. Harris (nee Mathis) passed away on Friday, July 17, 1992 at the age of forty-nine; and

WHEREAS, Georgiana P. Harris, a former resident of the 11th Ward, Bridgeport community; and

WHEREAS, Georgiana P. Harris, beloved wife of Michael A., Jr.; and

WHEREAS, Georgiana P. Harris, loving mother of Deborah Phillips, Chester and James Oleiniczak, Michael Bury, Laura Gedzius, Lenna Bury, Michael and John Harris; and

WHEREAS, Georgiana P. Harris, dearest grandmother of eight; and

WHEREAS, Georgiana P. Harris, devoted daughter of the late George and Eleanor; and

WHEREAS, Georgiana P. Harris, the fond sister of Patricia Wasilewski, and dear aunt of many nieces and nephews; and

WHEREAS, Georgiana P. Harris will be greatly missed by the many family members and friends whose lives she had touched; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this twenty-ninth day of July in 1992, do hereby mourn the death of Georgiana P. Harris, and may we also extend our deepest sympathy to her many aggrieved friends and family members; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Georgiana P. Harris.

TRIBUTE TO LATE MRS. PATRICIA LASKEY MEMENGA.

WHEREAS, Patricia Laskey Memenga has passed away on Saturday, July 18, 1992 at the age of seventy-three; and

WHEREAS, Patricia Laskey Memenga, loving mother of Sophie (Robert) Davey, Sharon (Ahmed) and Richard (Cindy) Memenga and Margaret Memenga; and

WHEREAS, Patricia Laskey Memenga, dearest grandmother of eight; and

WHEREAS, Patricia Laskey Memenga, the fond sister of Casper, Vicky, Ann, Stash and the late Sophie and Chick, dear aunt of many nieces and nephews; and

WHEREAS, Patricia Laskey Memenga, will be greatly missed by the many family members and friends whose lives she had touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-ninth day of July in 1992, do hereby mourn the death of Patricia Laskey Memenga, and may we also extend our deepest sympathy to her many aggrieved friends and family members; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Patricia Laskey Memenga.

CONGRATULATIONS EXTENDED TO MR. AND MRS. WALTER REIMBOLD ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Geraldine and Walter Reimbold celebrated their golden wedding anniversary on July 11, 1992; and

WHEREAS, Geraldine and Walter Reimbold exchanged their marriage vows on July 11, 1942; and

WHEREAS, Geraldine and Walter Reimbold are residents of the 11th Ward and the Bridgeport community; and

WHEREAS, Geraldine and Walter Reimbold were surrounded during this celebration by their loving children, Walter, Jr. (Judy), Jack (Kay), Mary Johnson and Ginny (Ed) Havlicek, and their dearest grandchildren, Tracey, John, Mike, Becky, Barbara, Will, Nicole, Tiffany and Michael; and their great-grandchild, Geoffrey; and

WHEREAS, Geraldine and Walter Reimbold had a renewal of those sacred marriage vows which they espoused together fifty years ago on Saturday, July 18, 1992 at Saint Gabriel Church; and

WHEREAS, A celebration dinner in honor of their fiftieth wedding anniversary took place at Midway Lounge on July 18, 1992; and

WHEREAS, Geraldine and Walter Reimbold have spent the past fifty years in loving and caring devotion to one another and their family, truly exemplifying the spirit of their marriage vows, and as such, are richly deserving of this celebration marking this milestone in their lives; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this twenty-ninth day of July in 1992, do hereby extend our heartiest congratulations to Geraldine and Walter Reimbold 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 the Geraldine and Walter Reimbold.

CONGRATULATIONS EXTENDED TO BRIDGEPORT LITTLE MAJOR LEAGUE FOR THIRTY-FIVE YEARS OF SERVICE TO YOUTH OF CHICAGO.

WHEREAS, The Bridgeport Little Major League is celebrating its thirty-fifth reunion at Donovan Park on August 15, 1992; and

WHEREAS, The Bridgeport Little Major League has strived to serve the children and families of the Bridgeport neighborhood for the last thirty-five years. The league has guided the youth to become familiar with the game of baseball and how to have fun playing the game; and

WHEREAS, In 1956, Mayor Richard J. Daley asked the park district to establish what is now known as Donovan Park. The Mayor asked Morgan Finley to form a committee to start a baseball league; and

WHEREAS, In 1957, the officers were in place, Honorary President Mayor Richard J. Daley, President Joseph Skorski and Secretary-Treasurer Florence Jensen; and

WHEREAS, In 1973, the league established colors for a new flag. The green background of the flag represented the playing field and the white the purity of the game; and

WHEREAS, In 1982, Dan Baker was made Honorary President of the Bridgeport Little Major League and has held this position for the last ten years. There are several men who have served as president of the league and the league gives special mention of them who are: Don Zybak, Jack Fitzpatrick, Paul Gaggiano, Bill Preusser, Ed Kern, and the present president Bill Reidy; and

WHEREAS, Over the last thirty-five years the Bridgeport Little Major League has had many sponsors for which we are eternally grateful, for without their support, the league would not exist; 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-ninth day of July in 1992, do hereby extend our heartiest congratulations to the Bridgeport Little Major League and to all of those who have made it a successful program; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the Bridgeport Little Major League.

Presented By

ALDERMAN FARY (12th Ward):

TRIBUTE TO LATE ILLINOIS STATE SENATOR THEODORE A. "TED" SWINARSKI.

WHEREAS, Almighty God in his infinite wisdom has called Theodore A. Swinarski to his eternal reward on July 22, 1992; and

WHEREAS, Theodore A. Swinarski was a longtime public servant having been elected as an Illinois State Representative, Clerk of the Superior Court of Cook County and Illinois State Senator; and

WHEREAS, Theodore A. Swinarski also served his community for a great many years as a political leader and Democratic Committeeman of the 12th Ward from his election in 1948 to his retirement in 1983; and

WHEREAS, Theodore A. Swinarski was a valuable member of the Brighton Park and Archer Heights communities supporting many civic and church groups as well as community and fraternal organizations; and

WHEREAS, Theodore A. Swinarski also led the local business community as President of D & D Trucking in growth and prosperity throughout the years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this twenty-ninth day of July, 1992, do hereby express our deepest sorrow at the passing of Theodore A. Swinarski and do extend our sincerest condolences to his wife of sixty years, Ann; his son, former 12th Ward Alderman and Illinois State Senator, Donald T. Swinarski; his daughter, Dianne Venkus; his brother, Matthew; grandchildren, Theodore, Daniel, Donald, Christopher and Heidi, and to all other members of his family; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to his wife, son and daughter.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. FRANK E. BAUDER.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Frank E. Bauder at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Bauder was a man of intelligence and character who lived life to the fullest; and

WHEREAS, Mr. Bauder at the time of his death was chief financial officer for the Cole-Taylor Financial Group and a member of its board; and

WHEREAS, Mr. Bauder helped put together the Cole-Taylor network of banks; and

WHEREAS, Mr. Bauder was an instrumental member of a group of bankers who worked for legislation to bring about bank holding companies in Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Mr. Frank E. Bauder for his invaluable contribution to the financial industry, and do hereby extend our most sincere condolences to his wife, Marijane; and daughter, Elizabeth; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank E. Bauder.

TRIBUTE TO LATE RETIRED CHICAGO POLICE OFFICER HARRY BELLUOMINI.

WHEREAS, Almighty God in his infinite wisdom has called Harry A. Belluomini to his eternal reward at the age of fifty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Harry A. Belluomini was a retired member of the Chicago Police Department; and

WHEREAS, Harry A. Belluomini continued his work in law enforcement at the federal level in the United States Marshall's Office; and

WHEREAS, Harry A. Belluomini valiantly gave his life in the execution of his duties and in pursuit of the protection of the life of others; and

WHEREAS, Harry A. Belluomini was a brave and concerned individual touching the lives of all his friends and family in a manner that will remain indelibly; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Harry A. Belluomini as a dedicated law enforcement

official and loving husband and father, and do hereby extend our sincere condolences to his family, including his wife, Milly; his daughters, Karen and Ann Marie, and his son, Michael; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Harry A. Belluomini.

TRIBUTE TO LATE MRS. SUSAN R. BUOSCIO.

WHEREAS, Almighty God in his infinite wisdom has called to her eternal reward Susan R. Buoscio, wife of Cook County Circuit Judge Harry Buoscio; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Susan R. Buoscio was a southeast side resident, attending Bowen High School and graduating from Washington High; and

WHEREAS, Susan R. Buoscio, despite her illness of seven years, took time and extended herself to counsel other cancer patients; and

WHEREAS, Susan R. Buoscio was a giving and caring person and had a lasting impact on her many friends and family; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby extend our most sincere condolences to the family of Susan R. Buoscio, including her husband, Harry Buoscio; her daughter, Karen; her two sons, Charles and Harry; her sister, Beth Adolfsen; and a grandchild; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Susan R. Buoscio.

TRIBUTE TO LATE REVEREND MITRED ARCHPRIEST MARIAN BUTRYNSKY.

WHEREAS, Almighty God in his infinite wisdom has called Reverend Mitred Archpriest Marian Butrynsky to his eternal reward at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Reverend Butrynsky was the Pastor of Saints Volodymyr and Olha Ukrainian Catholic Church; and

WHEREAS, Reverend Butrynsky devoted his life to God, the preservation of the Ukrainian Culture in the Ukrainian Village in Chicago, and the reestablishment of the Ukrainian Catholic Church in the Soviet Union; and

WHEREAS, Reverend Butrynsky studied for the priesthood in Holland, completed his studies in Montreal, and was ordained in 1953 by the Ukrainian Catholic Bishop of Toronto; and

WHEREAS, Reverend Butrynsky raised Eight to Ten Million Dollars to build the Ukrainian Village Church and cultural complex; and

WHEREAS, Reverend Butrynsky is fondly remembered for his drive and dynamic personality on behalf of the Ukrainian people; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Reverend Mitred Marian Butrynsky as a man of God and cultural conviction, and do hereby extend our sincere condolences to his family, including his brother, Evhen; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Reverend Mitred Marian Butrynsky.

TRIBUTE TO LATE MS. WILLA BROWN CHAPPELL.

WHEREAS, Almighty God in his infinite wisdom has called Willa Brown Chappell to her eternal reward at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Willa Brown Chappell, a pioneer Black aviator, was the first Black woman to earn a commercial pilot's license in America; and

WHEREAS, Willa Brown Chappell received a Bachelor's Degree from Indiana State Teachers College and taught at Roosevelt High in Gary, Indiana, before coming to Chicago in 1932; and

WHEREAS, In 1939 Willa Brown Chappell earned a pilot's certificate from the old Aeronautical University in the south Loop; and

WHEREAS, Willa Brown Chappell formed the National Airmen's Association of America and opened and taught at Coffey School of Aeronautics, the first flight school owned and operated by Blacks; and

WHEREAS, Willa Brown Chappell trained hundreds of Black pilots during World War II and headed the 99th Pursuit Squadron at Tuskegee Institute; and

WHEREAS, Willa Brown Chappell, in 1942, became the first Black woman to serve in the United States Army Air Corps' Civil Air Patrol; and

WHEREAS, After the war, Willa Brown Chappell resumed teaching in the public school system and retired from the Westinghouse High School faculty in the 1970s; and

WHEREAS, Willa Brown Chappell was a brave and daring individual, unafraid to enter new frontiers in aviation and therefore left a lasting impression on her many friends and family; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Willa Brown Chappell as a pioneer in Black aviation and do hereby extend our most sincere condolences to her family, including her three brothers, Charles, Simeon and David Brown; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Willa Brown Chappell.

TRIBUTE TO LATE CHICAGO POLICE CAPTAIN JOHN J. CUSACK.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward John J. Cusack at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John J. Cusack served the City of Chicago in the Police Department and attained the rank of Captain; and

WHEREAS, John J. Cusack was a native of Ireland, but served this country during World War II; and

WHEREAS, John J. Cusack was a caring and loving person who touched the lives of all he came to know; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby extend our most sincere condolences to his family and friends, including his wife, Esther; his four daughters, Constance McIntosh, Maureen McCormack, Colette and Carol; his son, Michael; his two sisters, his brother, and eight grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John J. Cusack.

TRIBUTE TO LATE REVEREND WALTER E. DOLAN.

WHEREAS, Almighty God in his infinite wisdom has called Reverend Walter E. Dolan to his eternal reward at the age of seventy-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Reverend Walter E. Dolan served as associate pastor at Queen of All Saints from the early 1940s until his retirement in 1969; and

WHEREAS, Father Dolan was born on the south side of Chicago and graduated from Quigley Seminary in 1933; and

WHEREAS, Father Dolan, after a bout with tuberculosis, was ordained in Saint James Cathedral in Rockford in 1940; and

WHEREAS, Father Dolan spent seven years in the Rockford diocese prior to Queen of All Saints; and

WHEREAS, Father Dolan continued God's work as a counselor in the Archdiocese of Chicago; and

WHEREAS, Father Dolan is remembered as a man of quiet intellect and quick wit by his parishioners, friends and family, now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Father Walter E. Dolan as a man of God, and do hereby extend our most sincere condolences to his friends and family, including his brother, William; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Father Walter E. Dolan.

TRIBUTE TO LATE MR. JOHN M. FEWKES.

WHEREAS, Almighty God in his infinite wisdom has called John M. Fewkes to his eternal reward at the age of ninety-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John M. Fewkes was the first President of the Chicago Teachers Union; and

WHEREAS, John M. Fewkes was a leader in national, state and local teachers unions for thirty years; and

WHEREAS, John M. Fewkes was the Chicago Teachers Union President from 1937 -- 1941 and 1947 -- 1966 and President of the American Federation of Teachers from 1943 -- 1944; and

WHEREAS, John M. Fewkes not only was union leader but also an educator, teaching for forty-four years until his retirement from Tilden High School; and

WHEREAS, John M. Fewkes, in 1986, was formally honored by the American Federation of Teachers for his contributions to the Teachers Union Movement; and

WHEREAS, John M. Fewkes touched the lives of countless people and left a lasting impression on his many family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do

hereby commemorate John M. Fewkes as an educator, union leader and loving family man, and do hereby extend our sincere condolences to his family including his wife, Margaret; and his four sons, and his daughter; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John M. Fewkes.

TRIBUTE TO LATE MRS. JEANNE HYDE.

WHEREAS, Almighty God in his infinite wisdom has called Jeanne Hyde to her eternal reward at the age of sixty-seven; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Hyde was a woman of intelligence and character who loved life and lived it to the fullest, touching the lives of many people in ways they will never forget; and

WHEREAS, Mrs. Hyde served as a White House aide in the administrations of President Ronald Reagan and President George Bush, where she distinguished herself by her intelligent and compassionate public affairs work; and

WHEREAS, Mrs. Hyde gave freely of herself to numerous organizations and charities; and

WHEREAS, Mrs. Hyde was a loving wife to her husband, United States Representative Henry Hyde, and a devoted mother to her children: Henry, Jr., Robert, Anthony and Laura, to whom she passed on many of the same fine qualities she herself possessed in abundance; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Jeanne Hyde for her fruitful life, and do hereby extend our most sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jeanne Hyde.

TRIBUTE TO LATE MRS. MARY CUSACK KNAUS.

WHEREAS, Almighty God in his infinite wisdom has called Mary Cusack Knaus to her eternal reward at age ninety-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mary Cusack Knaus was a dedicated educator and former principal at Kelly High School; and

WHEREAS, Mary Cusack Knaus graduated from Loyola University and received her Master's Degree from the University of Chicago; and

WHEREAS, Mary Cusack Knaus taught elementary and high school before becoming a principal at Frank Jirka, Jr. and William H. Ray elementary schools and Kelly High School; and

WHEREAS, Mary Cusack Knaus was a pioneer of early childhood education long before Headstart was initiated; and

WHEREAS, Mary Cusack Knaus was an advocate of individual approach to the child and served in the late 1960s as District Coordinator of the Chicago Public School Headstart Program; and

WHEREAS, Mary Cusack Knaus was active outside of education as a member of the River Forest Library Board and as an officer of the American Library Association; and

WHEREAS, Mary Cusack Knaus spent her life dedicated to children and learning and had a lasting impact on 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-ninth day of July, 1992, do hereby commemorate Mary Cusack Knaus as a lifelong educator and a dedicated sister and grandmother, and do hereby extend our deepest sympathy to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Cusack Knaus.

TRIBUTE TO LATE MR. DANIEL J. MC CARTHY.

WHEREAS, Almighty God in his infinite wisdom has called Daniel J. McCarthy to his eternal reward at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Daniel J. McCarthy was a senior partner in the LaSalle Street law firm of McCarthy, Duffy, Neidhart and Snakard; and

WHEREAS, Daniel J. McCarthy, a native of Chicago, graduated from Georgetown University and Law School; and

WHEREAS, Daniel J. McCarthy was a founding director of Marquette Bank and a longtime member of the Irish Fellowship Club; and

WHEREAS, Daniel J. McCarthy practiced law for more than fifty years, specializing in banking law; and

WHEREAS, Daniel J. McCarthy was a career attorney and banker and a loving individual who touched the lives of his many family and friends in a special way; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Daniel J. McCarthy as a solid member of the bar and do hereby extend our most sincere condolences to his brother, John, and his sister, Rita; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Daniel J. McCarthy.

TRIBUTE TO LATE CHICAGO POLICE COMMANDER FRANCIS W. "RED" O'MALLEY.

WHEREAS, Almighty God in his infinite wisdom has called Francis W. "Red" O'Malley to his eternal reward at the age of sixty-six; and

WHEREAS, Francis W. "Red" O'Malley joined the Chicago Police Department in 1948 and rose through the ranks to become Citywide Auto Theft Division Commander in 1979; and

WHEREAS, Francis W. O'Malley was a World War II veteran serving as a sergeant with the 86th Blackhawk Division of the 341st Infantry; and

WHEREAS, Francis W. O'Malley, after forty years of dedicated service, retired from the Police Department in 1988; and

WHEREAS, Francis W. O'Malley was committed to the Police Department and his family and touched the lives of his many friends and family members in a way they will never forget; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Francis W. "Red" O'Malley as a dedicated police officer and loving husband, father and grandfather, and do hereby extend our most sincere condolences to his wife, Betty; his four daughters, Kathleen Hickey, Maureen Osterhout, Sharon Considine and Patricia Kusinski; his son, Francis, and his nine grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Francis W. "Red" O'Malley.

TRIBUTE TO LATE MR. WILLIAM C. STASZAK.

WHEREAS, Almighty God in his infinite wisdom has called William C. Staszak to his eternal reward at the age of forty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William C. Staszak, a resident of Oak Park, served two terms as Village Trustee in Oak Park and was an advocate for environment, ethics and equal opportunity; and

WHEREAS, William C. Staszak graduated from the University of Notre Dame, received his law degree from Harvard University and served as a legislative aide to former United States Senator Adlai Stevenson; and

WHEREAS, William C. Staszak was also President of the Oak Park Housing Center and the Environmental and Energy Advisory Commission; and

WHEREAS, William C. Staszak was a thoughtful and sensitive individual with a great degree of personal integrity and will long be remembered with fondness and devotion by his family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate William C. Staszak as a lawyer, a man of integrity and a dedicated public servant, and do hereby extend our sincere condolences to his family, including his wife, Patricia; his three sons, Edward, Zachary, and Luke; his daughter, Sarah; and his mother, Cecelea; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William C. Staszak.

TRIBUTE TO LATE STATE SENATOR THEODORE A. SWINARSKI.

WHEREAS, Almighty God in his infinite wisdom has called Theodore A. Swinarski to his eternal reward at the age of eighty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Theodore A. Swinarski was active in Democratic politics, serving as a State Representative, State Senator and 12th Ward Democratic Committeeman; and

WHEREAS, Theodore A. Swinarski also served as Clerk of the Superior Court and Chief Clerk of the Chancery and Divorce and Juvenile divisions of the Cook County Circuit Court; and

WHEREAS, Theodore A. Swinarski began his public service career as a state police officer in the 1930s, serving on the security detail of Governor Henry Horner; and

WHEREAS, Theodore A. Swinarski was a very religious individual and a great benefactor of the Catholic Church; and

WHEREAS, Theodore A. Swinarski, with his great devotion to Democratic Party Politics and an even greater devotion to his church and family, was loved and respected by all; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Theodore A. Swinarski as a consummate Democrat, public servant and devoted family man, and do hereby extend our sincere

condolences to his family, including his wife, Ann; his son, Donald; his daughter, Dianne Venkus, and his five grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Theodore A. Swinarski.

CONGRATULATIONS EXTENDED TO MR. RAYMOND CHRISTIANSON ON HIS EIGHTIETH BIRTHDAY.

WHEREAS, Raymond Christianson, a much-loved Chicagoan, celebrated his eightieth birthday June 15, 1992; and

WHEREAS, Raymond Christianson was born June 15, 1912, worked for Ludlow Typograph for forty-five years and retired in 1974; and

WHEREAS, Raymond Christianson has dedicated his time and energy during his retirement to the volunteer services of the elderly and disabled residents of the City of Chicago. Mr. Christianson has been recognized for his service to the City of Chicago Department of Aging and Disability by four mayoral administrations. In addition, Mr. Christianson has been recognized by the Illinois Secretary of State for his work as an instructor of the Rules of the Road for Older Americans; and

WHEREAS, Raymond Christianson brings cheer to the residents of Campbell Terrace, where he resides; and

WHEREAS, Raymond Christianson is a model citizen; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby congratulate Raymond Christianson on his eightieth birthday, and extend to him 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 presented to Raymond Christianson.

CONGRATULATIONS EXTENDED TO ALDERMAN ANTHONY C. LAURINO ON HIS BIRTHDAY AND JULY 29, 1992 DECLARED "ANTHONY C. LAURINO DAY IN CHICAGO".

WHEREAS, On Monday, July 27, 1992, Alderman Anthony C. Laurino, celebrated a birthday; and

WHEREAS, Alderman Laurino is a member of this City Council, and has been a member of the Chicago City Council since 1965, serving under ten mayors: Bill Thompson, Anton Cermak, Edward J. Kelley, Richard J. Daley, Michael A. Bilandic, Jane M. Byrne, Harold Washington, David Orr, Eugene Sawyer and Richard M. Daley; and

WHEREAS, Alderman Laurino serves the residents of Chicago's great 39th Ward and has retained this position by being a concerned and diligent leader; and

WHEREAS, Alderman Laurino is known as the "Dean of the City Council" for being the longest serving member of the present City Council with twenty-seven years of service; and

WHEREAS, Alderman Laurino is known as a quiet man, an effective leader and he is definitely a role model for the rest of us; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby offer our congratulations and best wishes to our grand colleague and friend, Anthony C. Laurino, Alderman of the 39th Ward, Dean of our City Council, and outstanding citizen and leader, on the occasion of his birthday. We declare this day as "Anthony C. Laurino Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Alderman Anthony C. Laurino.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to express his personal best wishes to Alderman Anthony C. Laurino on his birthday.

CONGRATULATIONS EXTENDED TO POLICE OFFICER THOMAS F. O'HARE ON HIS RETIREMENT AFTER THIRTY-FIVE YEARS OF DEDICATED SERVICE.

WHEREAS, Thomas F. O'Hare has served diligently in the Chicago Police Department and now is about to retire from active duty; and

WHEREAS, Thomas F. O'Hare's police career has included duty in the 9th District, the Mayor's Bodyguard Detail, Public Transportation and Airport Law Enforcement; and

WHEREAS, Thomas F. O'Hare's thirty-six year career in the Chicago Police Department was replete with numerous awards and citations; and

WHEREAS, On June 15, 1992, Thomas F. O'Hare served his last day of active duty after having attained the rank of sergeant; and

WHEREAS, His wife, Meredith, and his five children and five step-children are all proud of the accomplishments of Thomas F. O'Hare; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby congratulate Thomas F. O'Hare on his retirement and years of fine police service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thomas F. O'Hare.

HONOR EXTENDED TO COOK COUNTY CIRCUIT COURT JUDGE MARGARET GALVIN O'MALLEY ON HER SEVENTY-FIFTH BIRTHDAY.

WHEREAS, The Honorable Margaret Galvin O'Malley, Judge of the Cook County Circuit Court, celebrated her seventy-fifth birthday on July 23, 1992; and

WHEREAS, Judge O'Malley is a woman of intelligence, character and compassion who has had a long and distinguished legal career; and

WHEREAS, A lifelong resident of Chicago, Judge O'Malley graduated from DePaul University Law School and worked her way up to the position of Cook County Circuit Court Judge, where she has distinguished herself as a jurist of exceptional talent, principle and compassion; and

WHEREAS, Judge O'Malley also employs her considerable skills in a wide variety of activities, including those of the Women's Bar Association of Illinois, of which she is a past President and of which she now is a Director and Chair of its Judiciary Committee; and

WHEREAS, Judge O'Malley's career serves as an inspiration to women and an example to all of upholding the highest standards of the legal profession; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby honor Judge Margaret Galvin O'Malley on the occasion of her seventy-fifth birthday and for her long and exemplary career; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Judge Margaret Galvin O'Malley.

CONGRATULATIONS EXTENDED TO MS. CATHERINE UNDERWOOD ON HER SEVENTY-FIFTH BIRTHDAY.

WHEREAS, Catherine Underwood is being honored with a surprise party to celebrate her seventy-fifth birthday; and

WHEREAS, The Chicago City Council has been informed of this celebration by Alderman Edward M. Burke; and

WHEREAS, Catherine Underwood is being feted at Mary Weber's home on Sunday, August 9, 1992; and

WHEREAS, This party is being given by Mary Kay and Billy Ray Underwood to honor Catherine; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby congratulate Catherine Underwood on her seventy-fifth birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Catherine Underwood.

CONGRATULATIONS EXTENDED TO DR. RICHARD L. SANDOR AND CHICAGO BOARD OF TRADE ON ANNIVERSARIES OF TREASURY BOND AND TREASURY BOND OPTIONS CONTRACTS.

WHEREAS, The Board of Trade of the City of Chicago, the world's oldest and largest futures exchange, was the first exchange to trade futures contracts on interest rate instruments; and

WHEREAS, The leading interest rate contracts in the world are the Board's 30-year Treasury Bond and Treasury Bond Options contracts; and

WHEREAS, Since their inception in 1977 and 1982, respectively, these products have traded in excess of six hundred seventy-eight million contracts and have maintained an average daily volume in excess of 360,000 contracts, nearly two-thirds of the total annual volume of the Board; and

WHEREAS, The Board is now celebrating the fifteenth anniversary of the Treasury Bond contract and the tenth anniversary of the Treasury Bond Options contract; and

WHEREAS, Dr. Richard L. Sandor is universally recognized as the "father of financial futures" for his work in helping to create the Treasury Bond contract and other innovative futures products; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby honor Dr. Richard L. Sandor and congratulate the Chicago Board of Trade on the occasion of the anniversaries of the Treasury Bond and Treasury Bond Options contracts; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Chicago Board of Trade.

Presented By

ALDERMAN BURKE (14th Ward) And ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE CHICAGO FIRE CAPTAIN ARTHUR CARROLL DALY.

WHEREAS, Almighty God in his infinite wisdom has called to his eternal reward Arthur Carroll Daly at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke and Alderman Ginger Rugai; and

WHEREAS, Captain Daly was a man of intelligence, courage and character; and

WHEREAS, Captain Daly, throughout his career, courageously upheld the finest traditions of the Chicago Fire Department; and

WHEREAS, Captain Daly was a World War II Veteran who gallantly served as a fire fighter while a member of the United States Air Force; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Captain Arthur Carroll Daly for his invaluable contributions to the Chicago Fire Department, and do hereby extend our most sincere condolences to his wife, Mary; two daughters, Patricia Strangeman and Joan Reid; ten grandchildren; and his brother, John; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Captain Arthur Carroll Daly.

TRIBUTE TO LATE ILLINOIS APPELLATE COURT JUSTICE ROSEMARY DUSCHENE LA PORTA.

WHEREAS, Almighty God in his infinite wisdom has called the Honorable Rosemary Duschene LaPorta, Justice of the Illinois Appellate Court, to her eternal reward at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Justice LaPorta graduated from DePaul University Law School in 1957 and embarked on a highly successful eighteen-year career in private practice; and

WHEREAS, Justice LaPorta served on the Cook County Circuit Court bench from 1975 to 1989, during which time she distinguished herself as a jurist of exceptional talent and dedication; and

WHEREAS, In recognition of her intelligence, skill and character, Justice LaPorta was appointed to the Illinois Appellate Court in 1989; and

WHEREAS, Justice LaPorta was also the first woman appointed to head the Illinois Judges Association; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Justice Rosemary Duschene LaPorta for her distinguished career as a lawyer and a jurist, and do hereby extend our most sincere condolences to her husband, Frank, and family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Justice Rosemary Duschene LaPorta.

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN STONE (50th Ward):

TRIBUTE TO LATE MRS. RAMONA B. SHIFFER.

WHEREAS, Almighty God in his infinite wisdom has called Ramona B. Shiffer to her eternal reward at the age of seventy-four; and

WHEREAS, The Chicago City Council had been informed of her passing by Alderman Edward M. Burke and Alderman Bernard Stone; and

WHEREAS, Ramona B. Shiffer was the founder of the Chicago Police Crossing Guard Association; and

WHEREAS, Ramona B. Shiffer was born in Chicago and was a graduate of Mundelein College; and

WHEREAS, As a crossing guard, Ramona B. Shiffer was involved in promoting better benefits for crossing guards and to that end founded and was president of the Chicago Police Crossing Guard Association; and

WHEREAS, Ramona B. Shiffer was a loving and caring person who treated all the members of her crossing guard family as her own family; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby commemorate Ramona B. Shiffer as a dedicated public servant and loving wife and mother, and do hereby extend our deepest sympathy to her family, including her husband, Raymond; her daughters, Barbara and Donna Gentile; her son, Michael; her sister, Helen; and five grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ramona B. Shiffer.

Presented By

ALDERMAN COLEMAN (16th Ward):

CONGRATULATIONS EXTENDED TO GLOBAL COMMITTEE COMMEMORATING KING DAYS ON ITS EIGHTH ANNUAL DREAM DAY CELEBRATION AND AUGUST 21 -- 28 DESIGNATED "FREEDOM COLORS DREAM WEEK IN CHICAGO".

WHEREAS, Global Committee Commemorating King Days will observe its eighth annual Dream Day Celebration on August 28, 1992 with a week of activities, programs, a motorcade and Quest parade commemorating respect for heritage and humanity; and

WHEREAS, These activities include a Red, White and Blue Heritage Reception at the South Shore Cultural Center on August 21st; a Red, Black and Green Emmett Till Road Motorcade and Student Agenda Outing featuring 60s Music of Respect on August 23rd; and a Black and White Dream Day Quest parade and Celebrate Humanity Program, saluting the 140th anniversary of Frederick Douglass' Independence Speech, at the Daley Center Plaza on August 28th; and

WHEREAS, Dream Day, one of the three Color Commemorated Kingdom Days of Respect (the other two Days of Respect are Humanitarian Day, January 15, white colors; and Victims of Violence Holy Day, April 4, black colors) is a special observance for two culturally historic American events: the August 28, 1963, Reverend Dr. Martin Luther King, Jr.'s Dream March on Washington that prompted the passage of the Civil Rights Bill of 1964, and the August 28, 1955 kidnap-lynching (nightmare) of 14 year old Chicagoan, Emmett Till that ignited the Civil Rights renaissance of the 60s

when 600,000 viewed his remains and focused worldwide media attention on the injustice and plight of Blacks in America; and

WHEREAS, Black and White Colors are worn on Dream Day, August 28, in the Spirit of W.A.O. (We Are One) as a visible affirmation for all who have overcome the nightmare of racism by practicing the dream of peoplehood, using a vision of fairness, and to motivate others towards unity and change; and

WHEREAS, Dream Day, celebrated worldwide, originated in Chicago by Dee D. Smith Simmons, who discussed the Days of Respect on Voice of America Radio, which is broadcast to all English speaking countries in the world (except North America), and is called "the Mother of Emmett Till Road" because she gave birth to the idea and lobbied for almost four years until the first street in America was named after a child; and

WHEREAS, 1992 marks the beginning of a new covenant, "An Age of Respect for Vision and Virtue" and all the daughters of Mother Earth are pregnant with the "Spirit of W.A.O. in Wisdom" and no one can abort or hold back the dawn of this new eve; and

WHEREAS, The Honorable Mayor Richard M. Daley has pledged to carry on the "Vision of Fairness" that was started by a Congressman, who introduced the legislation that made Dr. King's birthday a national holiday and later became Chicago's first African-American Mayor, Harold Washington; and

WHEREAS, Chicago, destroyed by fire and rebuilt on a river that flows backwards, is a modern day miracle that is moving forward; no longer "hog butcher of the world", it is the "City of dreams and visions"; and

WHEREAS, The Dream Day Quest is a four block meditative journey highlighting respect for tots, the handicapped and the elderly to reflect, remember and reinforce the goals of "One nation under God, indivisible, with liberty and justice for all"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this twenty-ninth day of July, 1992, A.D., do hereby express our heartiest congratulations to Global Committee Commemorating King Days on its eighth annual Dream Day Celebration and for its dedication and commitment to spreading the W.A.O. spirit and promoting a united Chicago; and

Be It Further Resolved, That August 21 through August 28 is "Freedom Colors Dream Week in Chicago" and all citizens are urged to be cognizant of the visual observance, activities, programs, Emmett Till Road Motorcade and Dream Day Quest parade arranged for this time; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dee D. Smith Simmons, founder and Director of Global Committee Commemorating King Days.

Presented By

ALDERMAN MURPHY (18th Ward):

TRIBUTE TO LATE MRS. GERALDINE C. BARCLAY.

WHEREAS, God in his infinite wisdom has called to her eternal reward Geraldine C. Barclay, beloved citizen, July 20, 1992; and

WHEREAS, Geraldine C. Barclay was a Chicago resident for the past forty-four years and was married to Bishop Fitz H.E. Barclay, Pastor of Progressive Beulah Pentecostal Church. Geraldine C. Barclay devoted her life to caring for her family and aiding her husband in spiritual pursuits; and

WHEREAS, The symbol of the sanctity and solidity of married life, Geraldine C. Barclay leaves to mourn her husband, thirteen children, thirteen grandchildren, and four great-grandchildren, other relatives and many friends; 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-ninth day of July, 1992, A.D., do hereby express our sorrow on the death of Geraldine C. Barclay and extend to her husband and 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. Geraldine C. Barclay.

Presented By

ALDERMAN RUGAI (19th Ward):

CONGRATULATIONS EXTENDED TO MRS. MAE KOMAR ON HER RETIREMENT AS SECRETARY OF SAINT JOHN FISHER PARISH.

WHEREAS, Mae Komar is retiring as secretary of Saint John Fisher Parish after four decades of exemplary and invaluable service; and

WHEREAS, Mae Komar, a respected secretary for three pastors, Reverend John Kane, Monsignor Francis McElligott and Reverend Thomas Purtell, and numerous associate pastors, has served in a professional and courteous manner; and

WHEREAS, Mae Komar is a woman of intelligence, character and vitality; and

WHEREAS, Mae Komar was a loving wife to her husband, the late Walter Komar; and

WHEREAS, Mae Komar is a devoted mother to her children, Walter (Patricia) and Dennis (Midge), to whom she passed on many of the same fine qualities she possesses in abundance, and is a loving grandmother to her six grandchildren, James, Matthew, Michael, Dennis, Amy and Jason; and

WHEREAS, Mae Komar is also dedicated to her faith and to the parishioners through the Saint John Fisher Women's Club and other parish organizations; and

WHEREAS, Mae Komar turned eighty-five on July 19, 1992 and her family and the parish community will honor her with a tribute on April 18, 1993 at the Saint John Fisher Parish forty-fifth anniversary celebration; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this twenty-ninth day of July, 1992, do hereby congratulate Mrs. Mae Komar on the occasion of her retirement as secretary of Saint John Fisher Parish, and we extend to her our best wishes for health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Mae Komar.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MRS. BERNICE "BE BE" BROWN SMITH.

WHEREAS, God in his infinite wisdom has called to her eternal reward Bernice "Be Be" Brown Smith, March 14, 1992; and

WHEREAS, A native Chicagoan and a noted teacher in our public school system for thirty-four years, Bernice "Be Be" Brown Smith was loved and respected by her young students. Before her retirement in 1986, she had taught at Medill, Yale, T.K. Lawless Upper Grade Center, and Gillespie Schools; and

WHEREAS, Bernice "Be Be" Brown Smith was immersed in her profession and also in a full and fruitful family life. She leaves to mourn her husband, Joseph; her son, Joseph MacBurnett; her grandson, Jason MacBurnett; her mother, Mamie Brown; and a host of relatives, friends and former students; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby express our sorrow on the passing of Bernice "Be Be" Brown Smith, and extend to her husband, Joseph, her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Joseph Smith.

CONGRATULATIONS EXTENDED TO REVEREND DOCTOR G. DUNCAN HINKSON ON HIS RETIREMENT FROM JACKSON PARK HOSPITAL AND AS ARCHBISHOP OF AFRICAN ORTHODOX CHURCH.

WHEREAS, The Reverend Doctor G. Duncan Hinkson, an outstanding religious leader and a towering representative of the medical profession as well, is retiring after a long and distinguished career; and

WHEREAS, The Reverend Doctor G. Duncan Hinkson was born in Barbados in 1907, came to the United States in 1929, received his Medical Degree in 1942, came to the Cook County Graduate School of Medicine the next year, and has been a practicing physician in the Chicago area since 1945. Most recently, he has been on the staff of Jackson Park Hospital since 1972; and

WHEREAS, Doctor G. Duncan Hinkson was ordained a priest in the African Orthodox Church in 1955. His towering example of religious devotion and leadership led to his being elevated to Bishop in 1959 and Archbishop in 1978; and

WHEREAS, The recipient of numerous local, national and international awards and citations, Reverend Doctor G. Duncan Hinkson represents the highest standards of citizenship; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby extend our congratulations and best wishes to the Reverend Doctor G. Duncan Hinkson as he enters a well-earned retirement from two exalted careers. May he enjoy many more years of inspiration and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Doctor G. Duncan Hinkson.

CONGRATULATIONS EXTENDED TO REVEREND CONSUELA YORK ON HER SIXTY-EIGHTH BIRTHDAY.

WHEREAS, Reverend Consuela York, fondly known as "Mother York" throughout Chicago's Christian community, celebrated her sixty-eighth birthday July 20, 1992; and

WHEREAS, One of our great City's outstanding spiritual guides and the founder of the Christ Way Baptist Church on Chicago's great south side, Mother York has been making daily rounds at Cook County Jail for over three decades; and

WHEREAS, Herself the daughter of a south side Baptist Minister, Reverend Consuela York attended the Chicago Baptist Institute and was ordained in 1954 as the first female Black Baptist minister in Chicago; and

WHEREAS, Mother York's work at Cook County Jail is the stuff of legends. Her ministries have been highly effective, and many are the inmates at County Jail who have gone on to better lives under her influence; and

WHEREAS, Widowed since 1963, Reverend Consuela York is the mother of three. Honored many times, she is the recipient of the prestigious Gutenberg Award (1990); and

WHEREAS, The leaders of this great City are cognizant of the enormous debt owed our spiritual leaders and guides; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby express our fondest birthday wishes to Reverend Consuela York, "Mother York", on her sixty-eighth birthday celebration, July 20, 1992, and extend to this great spiritual leader our most fervent wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mother York.

Presented By

ALDERMAN LASKI (23rd Ward)

CONGRATULATIONS EXTENDED TO MR. AND MRS. TED MIZERA ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Ted Mizera, outstanding citizens of Chicago's great 23rd Ward, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Married since August 8, 1942, Virginia and Ted Mizera are well-known and active in their community, both in the V.F.W. (Rhine Post 2729) and in Seniors clubs. Ted worked for Silvercup Bread, Mary Ann Bakeries and the Illinois Tollway; Virginia worked in the offices of Montgomery Ward, Liberty Mutual Insurance Company and later the *Southtown Economist* newspaper; and

WHEREAS, Retirement has allowed Virginia and Ted Mizera quality time with their loving family. They have four children, Ted, Dennis, Cheryl and Nancy; and seven grandchildren, Todd, Tracy, Kelly, Shannon, Brett, Ryan and Chris; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby congratulate Mr. and Mrs. Ted Mizera on their golden wedding anniversary, and extend to them and their family our best wishes for continuing happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Ted Mizera.

Presented By

ALDERMAN HENDON (27th Ward):

CONGRATULATIONS *EXTENDED TO ELDER JAMES E. LENOX ON HIS BIRTHDAY CELEBRATION.*

WHEREAS, Elder James E. Lenox has just celebrated his birthday July 4, 1992; and

WHEREAS, Elder James E. Lenox, aside from his excellence as a spiritual guide and influence, is mindful of the needs of his community, and most recently he was rewarded with an honorary street nomenclature designated in the name of his father, Bishop E. Lenox, on West Walnut Street, between North California Avenue and North Sacramento Avenue; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby congratulate Elder James E. Lenox on his birthday celebration, and extend to him our best wishes for future happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Elder James E. Lenox.

Presented By

ALDERMAN AUSTIN (34th Ward):

TRIBUTE TO LATE MR. KEVIN DUANE HEARD.

WHEREAS, God in his infinite wisdom has called to his eternal reward Kevin Duane Heard, an outstanding citizen and student who was an innocent victim of senseless gang violence July 5th, 1992; and

WHEREAS, Kevin Duane Heard was twenty-three years old, had graduated with honors from Luther South High School and at his untimely death was a senior at Prairie View A. & M. University in Texas, where he was on the Honor Roll and was also President of the American Institute of Architecture Students, President of the Council of Organization College of Engineering and Architecture, and a member of the Architecture Honor Society; and

WHEREAS, A young man of uncommon accomplishment, Kevin Duane Heard leaves to mourn his parents, Willie and Joyce Heard; two sisters, Cheryl and Debra; other relatives and a host of friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby express our sorrow on the passing of Kevin Duane Heard, 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 Mr. and Mrs. Willie Heard.

Presented By

ALDERMAN WOJCIK (35th Ward):

CONGRATULATIONS EXTENDED TO MR. JIM DAVIS ON HIS RETIREMENT AS EXECUTIVE DIRECTOR OF YOUNG MENS' CHRISTIAN ASSOCIATION.

WHEREAS, Jim Davis retired from the Irving Park Y.M.C.A. on June 30, 1992, after forty-one years of outstanding and dedicated service; and

WHEREAS, Jim Davis began his career with the Irving Park Y.M.C.A. in 1951 as a physical instructor and later held many positions, such as Physical Director, Mens' Club Director, Boys' Camp Director and in 1967, he became the Administrative Assistant to the Irving Park Y.M.C.A.'s Executive Director, a position he held until 1970; and

WHEREAS, For the next ten years, Camp Hastings was fortunate to have as its Executive Director, Jim Davis; and

WHEREAS, Jim Davis returned to the Irving Park Y.M.C.A. as its distinguished Executive Director in 1980 until his retirement in June of 1992; and

WHEREAS, Symbolizing the strength and continuity of the family life, Jim Davis married LaVergne and is the father of four sons; Tim, Craig, Jay and Nick; and

WHEREAS, Jim Davis has dedicated forty-one years of unselfish and tireless service to the Y.M.C.A.; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby honor and congratulate Jim Davis for his forty-one years of service to the Y.M.C.A. and offer to him and his wife, LaVergne, our best wishes for a happy and healthy retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Jim Davis.

CONGRATULATIONS EXTENDED TO MR. IAN J. SHARPENING ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Ian J. Sharpening, an outstanding citizen of Chicago's great northwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, Ian J. Sharpening, a member of the Boy Scouts of America, Troop 944 of Our Savior Lutheran Church, applied his energies and talents to upholding the great standards and traditions of scouting; and

WHEREAS, Ian J. Sharpening typifies the excellent youth in Chicago by encompassing the qualities of leadership in his community, his city and his country; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby offer our heartiest congratulations to Ian J. Sharpening on having achieved the highest rank in scouting, Eagle Scout and we extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ian J. Sharpening.

GRATITUDE EXTENDED TO POLISH TOWN AND VILLAGE ASSOCIATION FOR THEIR EFFORTS TO IMPROVE STANDARD OF LIVING IN CHICAGO.

WHEREAS, The Polish Town and Village Association was organized and incorporated on November 25, 1991; and

WHEREAS, The reason the Association was organized was because there was a constant fear of the violence and criminal activity that was taking place all over our neighborhoods. Once organized, the Association began working and urging the area business people and residents to report all crimes, accidents and suspicious action to the police without fear; and

WHEREAS, The main goal of the organization is to help businesses to carry out and perform their services in a safe manner and for the neighborhood residents to be able to move freely around their communities safely and without fear; and

WHEREAS, Ted Kowalczyk, President, and the officers: Jan Milkowski, First Vice President; Andrzej Kolasa, Second Vice President; Anna Holmberg, Third Vice President; Janina Kolodziej, Secretary; and Bozena Pyrzynski, Treasurer, have contributed much of their time in making this organization a success; and

WHEREAS, Dick Wyatt of the *Beacon/Sports Light* magazine has aided the Polish Town and Village Association by his tireless efforts and his expertise; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby extend our gratitude to the Polish Town and Village Association for their efforts in making Chicago a better place to live; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the officers of the Polish Town and Village Association.

Presented By

ALDERMAN BANKS (36th Ward):

CONGRATULATIONS EXTENDED TO MONSIGNOR IGNATIUS D. MC DERMOTT ON RECEIVING "COMMUNICATOR OF CHRIST" AWARD.

WHEREAS, Monsignor Ignatius D. McDermott, a Chicagoan who has devoted himself for over fifty years not only to the spiritual enlightenment of his fellow man, but also to understanding and solving the problems of alcoholism and addiction, has been selected to receive this year's prestigious "Communicator of Christ" Award; and

WHEREAS, A native of Chicago's great south side and a graduate of Quigley Preparatory Seminary and Saint Mary of the Lake Seminary, Father Ignatius D. McDermott was ordained April 18, 1936, and over the decades has become internationally known for his great programs dealing with alcoholism, addiction and homelessness as well. He is founder and Board-Chair of the Central States Institute of Addiction/Alcohol and Drug Education Services of the Circuit Court of Cook County. He is also co-founder of Haymarket House, the first detoxification center in Illinois with a social setting for the public inebriate. Among his many other activities and successes, Monsignor McDermott pioneered the family concept in alcoholism prevention, a program aimed toward school-age children, as well as the Alcohol Safety Education Program for drivers; and

WHEREAS, Known as the "Apostle of the Alcoholics" and more familiarly as "Father Mac", Monsignor McDermott also founded, in 1979, Intervention Instruction, Inc. (I.I.I.) as a substance abuse education-prevention agency; it has become the largest provider of rehabilitation education for citizens of Illinois driving under the influence of alcohol. In 1983, he founded the McDermott Center which coordinates his many programs which are so vitally and successfully dealing with alcoholism, substance abuse and homelessness; and

WHEREAS, There is no doubt that the quality of life in Chicago and in Illinois has been immeasurably improved by the towering deeds of Monsignor Ignatius D. McDermott; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby congratulate Monsignor Ignatius D. McDermott on receiving this year's "Communicator of Christ" Award, and extend to this truly great citizen our gratitude and our best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Monsignor Ignatius D. McDermott.

Presented By

ALDERMAN O'CONNOR (40th Ward):

RECOGNITION EXTENDED TO MR. IRV KUPCINET FOR HIS ANNUAL "PURPLE HEART CRUISE" SALUTING ARMED FORCES VETERANS.

WHEREAS, Irv Kupcinet, a giant in the field of journalism, sports and a member of two Hall of Fames in Chicago, in June of 1945, initiated the first

annual "Purple Heart Cruise" as a salute to veterans as a public expression of thanks to "G.I.s" returning from Vietnam, Korea, World War I and World War II; and

WHEREAS, Civic and veterans' groups have hailed the Purple Heart Cruise as a symbol of the Chicago area's affection and respect for those who served in the armed forces; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered this twenty-ninth day of July, 1992, do hereby pay tribute to Irv Kupcinet; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Irv Kupcinet for his dedication and love of all veterans.

Presented By

ALDERMAN DOHERTY (41st Ward):

TRIBUTE EXTENDED TO RETIRED CHICAGO POLICE OFFICER HARRY BELLUOMINI.

WHEREAS, God in his infinite wisdom has called to his eternal reward Harry Belluomini, a court security officer for the United States Marshals service who fell bravely in the line of duty July 20, 1992; and

WHEREAS, The name of Harry Belluomini will always represent the highest standard of public service: he was an Officer and Detective in the Chicago Police Department some thirty-one years and often performed difficult tasks of heroism with no thought to his own personal safety. When his daughter, Karen, joined the Chicago Police Department following his retirement, he gave her his old Star Number 10021, with which she carries on his tradition of selflessness and bravery; and

WHEREAS, Harry Belluomini will always be remembered as a caring protector of public safety and welfare, and a kind and loving family man. He leaves to mourn his wife, Milly; two daughters, Karen and Anne Marie; a son, Michael; other relatives and many, 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-ninth day of July, 1992, do hereby express our sorrow on the death of Harry Belluomini, and extend to

his widow, Milly, their children and legion of friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Harry Belluomini.

CONGRATULATIONS EXTENDED TO CHICAGO POLICE LIEUTENANT ROBERT E. HEALY ON HIS RETIREMENT AFTER THIRTY-SIX YEARS OF DEDICATED PUBLIC SERVICE.

WHEREAS, Chicago Police Lieutenant Robert E. Healy is retiring after thirty-six years of outstanding public service; and

WHEREAS, Robert E. Healy became one of "Chicago's Finest" June 1, 1956, and worked his way up through the ranks: he was promoted to Sergeant in 1968 and to Lieutenant in 1981. While spending many years in the Youth Division, he also held many titles and assignments throughout the Department, and at the time of his retirement July 16, 1992, has been detailed to Area 5 Youth as the Acting Commanding Officer; and

WHEREAS, Lieutenant Robert E. Healy holds the respect and gratitude of his peers and the public. During his career he received two Unit Meritorious Performance Awards, one Department Commendation, three Honorable Mentions and nine Complimentary Letters; and

WHEREAS, The leaders of this city are cognizant of the great debt owed our outstanding public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby extend our gratitude and our congratulations to retiring Chicago Police Lieutenant Robert E. Healy and wish him great success in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lieutenant Robert E. Healy.

Presented By

ALDERMAN NATARUS (42nd Ward):

CONGRATULATIONS EXTENDED TO DR. WILLIAM H. LESLIE ON BEING NAMED IN 1992 -- 1993 EDITION OF "WHO'S WHO IN RELIGION".

WHEREAS, Dr. William H. Leslie, Pastor of LaSalle Street Church, has led that inner-city congregation since 1961; and

WHEREAS, The LaSalle Street Church has emerged as a model for city ministry; and

WHEREAS, Dr. Leslie received his Bachelor of Arts Degree with honors from Wheaton College; and

WHEREAS, Dr. Leslie earned his Master of Divinity from Wheaton Graduate School in 1961, his Master of Arts from Northwestern University in 1965, and his Doctorate of Philosophy in New Testament from Northwestern University in 1976; and

WHEREAS, Under Dr. Leslie's leadership, LaSalle Street Church has grown to include many lay ministries such as the Center for Life Skills, the Cabrini-Green Legal Aid Clinic, LaSalle Young Life, Bridging, Logos Community Book Store, Community Youth Creative Learning Experience and the LaSalle Senior Center; and

WHEREAS, Dr. Leslie has taught courses at Northwestern University, Garrett Theological Seminary, Trinity College, North Park Theological Seminary, Ontario Theological Seminary, Bethel Seminary and Wheaton Graduate School; and

WHEREAS, Dr. Leslie has received numerous awards and honors including the V.F.W. Citizenship Award, the Danforth Foundation Award, Urban Ministries, Inc. Recognition Award, and the Wheaton College Distinguished Alumni Service Award; and

WHEREAS, Dr. Leslie is also Vice President of the Near North Area Council, President of the Chicago-Orleans Housing Corporation, and Secretary of the Cabrini-Green Neighborhood Development Coalition; and

WHEREAS, Dr. Leslie also won the Frank W. Howes Fellowship, and was recently given the distinction of being named in the 1992 -- 1993 edition of *Who's Who in Religion*; now, therefore,

WHEREAS, Dr. Leslie also won the Frank W. Howes Fellowship, and was recently given the distinction of being named in the 1992 -- 1993 edition of *Who's Who in Religion*; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled in meeting this twenty-ninth day of July, nineteen hundred and ninety-two, do hereby honor and congratulate Dr. William H. Leslie on the occasion of his being named in the 1992 -- 1993 edition of *Who's Who in Religion*, and do also extend our deepest and most sincere gratitude for all that Dr. Leslie has done to improve the community, and to better the lives of the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. William H. Leslie.

CONGRATULATIONS EXTENDED TO JANE ADDAMS HULL HOUSE FOR OVER ONE HUNDRED YEARS OF COMMUNITY SERVICE AND TO STATE REPRESENTATIVE JESSE C. WHITE, JR. ON BEING NAMED ITS 1992 HONOREE.

WHEREAS, Hull House Association was founded by Jane Addams in 1989, to help impoverished immigrants adjust to urban life, and to provide opportunities for self-development; and

WHEREAS, Under the leadership of Jane Addams, Hull House initiated the first investigation of typhoid fever, sanitation, literacy, tuberculosis, truancy and infant mortality; and

WHEREAS, Hull House sponsored legislation to provide housing, regulate working conditions and abolish child labor; and

WHEREAS, The work of the Hull House Association and its six community centers is done in the spirit of Jane Addams, responding to the needs of the present while remaining mindful of the future; and

WHEREAS, The Association will celebrate over one hundred years of service to Chicago by hosting a month of activities in September, acknowledging significant dates in Jane Addams Hull House history; and

WHEREAS, The activities include the annual Jane Addams Award Dinner to be held on September 10, 1992; and

WHEREAS, Mr. Jesse C. White, Jr. will be the Jane Addams Hull House 1992 honoree; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled in meeting this twenty-ninth day of July, nineteen hundred and ninety-two, do hereby honor and congratulate the Jane Addams Hull House on the occasion of their one hundredth anniversary, and do also extend our deepest and most sincere gratitude for all that the Jane Addams Hull House has done to improve the community, and to better the lives of the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Jane Addams Hull House.

CONGRATULATIONS EXTENDED TO JOHN HANCOCK CENTER ON PROPOSED PLANS FOR RENOVATION.

WHEREAS, The John Hancock Center opened in 1970, and quickly became a home to major businesses and up-scale residents, as well as becoming an internationally known landmark; and

WHEREAS, In 1989, Hancock Realty Investors presented an ambitious renovation design which was resisted by neighborhood groups; and

WHEREAS, The Hancock commissioned a new plan that opens up the lobby, enhances the exterior plaza entrance and improves access to the building; and

WHEREAS, The Eighteen Million Dollar plan also includes reshaping the opening to the recessed plaza into an elliptical form, redesigning the storefronts facing the plaza, and new landscaping, seating and lighting as well as the reshaping of the entire plaza; and

WHEREAS, The plan also includes additional parking, upgrading the buildings electrical and heating systems, and expanding the scope of the service amenities offered in the building; and

WHEREAS, The redesign will enhance the aesthetics and integrity of North Michigan Avenue; and

WHEREAS, The improvements to the building and the plaza will reposition the John Hancock Center as one of Chicago's premier downtown rental properties; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled in meeting this twenty-ninth day of July, nineteen hundred and ninety-two, do hereby honor and congratulate the John Hancock Center on their innovative and well-designed renovation plans. Their improvements will enhance the aesthetics and character of North Michigan Avenue as well as the world renowned landmark, the John Hancock Center; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the John Hancock Center.

CONGRATULATIONS EXTENDED TO SAINT LUKE CHURCH OF GOD IN CHRIST ON THEIR FIFTIETH ANNIVERSARY.

WHEREAS, The Saint Luke Church of God in Christ is located in the near north side of Chicago; and

WHEREAS, Saint Luke Church of God in Christ was founded in 1942; and

WHEREAS, Saint Luke Church of God in Christ has been ministering to the residents of the Cabrini-Green area for fifty years; and

WHEREAS, On August 15, 1992, the Saint Luke Church of God in Christ will be holding their annual picnic in celebration of their fiftieth anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this twenty-ninth day of July, nineteen hundred and ninety-two, do hereby honor and congratulate the Saint Luke Church of God in Christ on the occasion of their fiftieth anniversary, and do also extend our deepest and most sincere gratitude for all that the Saint Luke Church of God in Christ leaders and members have done to improve the community, and to better the lives of the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Saint Luke Church of God in Christ.

Presented By

ALDERMAN NATARUS (42nd Ward)
And OTHERS:

CONGRATULATIONS EXTENDED TO MAYOR RICHARD M. DALEY ON BEING HONORED BY WEIZMANN INSTITUTE OF SCIENCE FOR DISTINGUISHED CONTRIBUTIONS TO CITY OF CHICAGO.

A resolution, presented by Aldermen Natarus, Mazola, Rush, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Eisendrath, Hansen, M. Smith, Moore and Stone, reading as follows:

WHEREAS, The Weizmann Institute of Science is an internationally known organization dedicated to the advancement of research and education; and

WHEREAS, Each year the Weizmann Institute of Science honors an individual who has distinguished himself by his contributions to the community; and

WHEREAS, On September 9, 1992, the Weizmann Institute of Science will hold their annual dinner in honor of Mayor Richard M. Daley; and

WHEREAS, Mayor Richard M. Daley's public service career began in 1970 when he was elected to the Illinois Constitutional convention; and

WHEREAS, Mayor Richard M. Daley was elected to the Illinois Senate in 1972, and was reelected in 1976 and 1978; and

WHEREAS, In the State Senate, Mayor Daley led the fight to remove the sales tax on food and medicine, sponsored landmark mental health legislation, and established rights for nursing home residents in his Nursing Home Care Reform Act; and

WHEREAS, Mayor Richard M. Daley was elected State's Attorney in 1980, and was reelected in 1984 and 1988; and

WHEREAS, As State's Attorney, Mayor Daley began an eight-year crackdown that toughened the State's narcotics laws and caused convictions to soar, earning him the top spot on the Drug Control Committee of the National District Attorney's Association; and

WHEREAS, The Honorable Richard M. Daley was elected Mayor of the City of Chicago on April 4, 1989 by an overwhelming margin; and

WHEREAS, Since taking office, Mayor Daley has converted costly programs such as the towing of abandoned vehicles into revenue sources for the city, created additional shelter beds for the homeless, put more police officers on the street, and significantly increased street, sidewalk and sewer repairs; and

WHEREAS, Mayor Daley has also boosted forestry services, launched a campaign to plant a half million new trees in Chicago by 1995, started new inoculation and AIDS education programs, established new sub-agencies to focus on neighborhood development and support small businesses, and has forged new partnerships with corporate and community groups to create affordable housing; and

WHEREAS, Mayor Daley also rewrote the City's Minority Set-Aside Program which now grants twenty-five percent of all city contracts to minority-owned firms and five percent of all city contracts to women-owned firms; and

WHEREAS, Mayor Richard M. Daley has dedicated his career and his life to the service of people; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago assembled in meeting this twenty-ninth day of July, nineteen hundred and ninety-two, do hereby honor and congratulate Mayor Richard M. Daley on the occasion of his being honored by the Weizmann Institute of Science, and for all he has done to better the lives of the citizens of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mayor Richard M. Daley.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

GRATITUDE EXTENDED TO "LAWYERS FOR THE CREATIVE ARTS" FOR THEIR FREE LEGAL ASSISTANCE TO ILLINOIS ARTISTS.

WHEREAS, Lawyers for the Creative Arts is an Illinois organization

which for twenty years has provided free legal services to artists statewide; and

WHEREAS, Almost five hundred lawyers around Illinois offer their services pro bono through Lawyers for the Creative Arts; and

WHEREAS, Lawyers for the Creative Arts has established a hotline making basic legal information readily accessible to artists; and

WHEREAS, Lawyers for the Creative Arts holds clinics where not-for-profit groups learn how to apply for tax exempt status; and

WHEREAS, Lawyers for the Creative Arts has assisted a wide variety of artistic endeavors including, among others, painting, sculpture, dramatic theatre, film and dance; now, therefore,

Be It Resolved, That we, the Mayor and City Council of Chicago, assembled this twenty-ninth day of July, 1992, do hereby commend the great efforts and deeds of Lawyers for the Creative Arts.

Presented By

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO NETTELHORST SCHOOL ON ITS ONE HUNDREDTH ANNIVERSARY AND OCTOBER 25, 1992, PROCLAIMED "NETTELHORST RECOGNITION DAY".

WHEREAS, Nettelhorst School was built in 1892 and this year celebrates its one hundredth anniversary; and

WHEREAS, Nettelhorst School was the first elementary school in Lake View; and

WHEREAS, Throughout its history, Nettelhorst School has provided a quality education to children of the most diverse ethnic, racial and religious backgrounds; and

WHEREAS, Many Nettelhorst graduates have distinguished themselves in their chosen careers and given outstanding service to their community and nation; and

WHEREAS, The administration and staff of Nettelhorst School continues this tradition of creative, forward-looking education, maintaining the highest professional standards; and

WHEREAS, Nettelhorst School has long been deeply involved in the life of the neighborhood and community; and

WHEREAS, Nettelhorst School has been in the forefront of school reform, having involved parents and community in ongoing efforts to improve education; and

WHEREAS, The individual successes and community service of Nettelhorst School's alumni represent the great contribution of public education to a democratic society; and

WHEREAS, Nettelhorst School is justly proud of the rich cultural diversification of its student body; and

WHEREAS, Nettelhorst School, its administration, staff and students enthusiastically look forward to the challenges of the century ahead; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twenty-ninth day of July, 1992, proclaim Sunday, October 25, 1992 to be "Nettelhorst Recognition Day", and extend our heartfelt best wishes and congratulations to the administration, staff, alumni and students of Nettelhorst School on the occasion of their celebration of the one hundredth anniversary of the school's founding; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the celebrants.

SEPTEMBER 2, 1992 PROCLAIMED "ORGANIC FARMING DAY IN CHICAGO".

WHEREAS, The preservation of our environment must be one of our most vital concerns if we are to provide for our children and future generations; and

WHEREAS, Responsible agriculture that provides for our needs without degrading or poisoning the air, water and soil on which we depend for sustenance is a foundation block in environmental preservation; and

WHEREAS, Organic farming represents a practical and principled effort to effect just such responsible agriculture; and

WHEREAS, The Committee for Sustainable Agriculture and the Organic Foods Production Association of North America are coordinating a nationwide "Organic Harvest" in September of 1992 to promote and celebrate organic farming; and

WHEREAS, Local groups, such as Natural Needs, are participating in this effort by producing an "Organic Farmers Market and Food Festival" at the State of Illinois Building on September 2, 1992; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twenty-ninth day of July, 1992, proclaim September 2, 1992 "Organic Farming Day in Chicago" and applaud the efforts of the participants in promoting responsible, environmentally friendly agriculture; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the sponsors of the "Organic Farmers Market and Food Festival".

Presented By

ALDERMAN M. SMITH (48th Ward):

CONGRATULATIONS EXTENDED TO MS. ROULA ALAKIOTOU ON HER RETIREMENT FROM CHICAGO ZONING BOARD OF APPEALS.

WHEREAS, Roula Alakiotou is retiring from the Chicago Zoning Board of Appeals after almost six years of dedicated service; and

WHEREAS, Roula Alakiotou has the honor of having been appointed to the Chicago Zoning Board of Appeals by the late Mayor Harold Washington; and

WHEREAS, Ms. Alakiotou has earned the respect of the Chairman, Joseph J. Spingola and her fellow board members, Anthony J. Fornelli, Leroy K. Martin, Jr., and Thomas S. Moore; and

WHEREAS, The Chicago Zoning Board of Appeals has been well served and has benefited from Ms. Roula Alakiotou's architectural knowledge and background; and

WHEREAS, The leaders of this great City of Chicago are fully cognizant of the debt we owe our outstanding public servants; and

WHEREAS, Roula Alakiotou's career has been one of great involvement and public service that will have lasting effects on both the Chicago Zoning Board of Appeals and the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this twenty-ninth day of July, 1992, A.D., do hereby offer our congratulations to Roula Alakiotou as she retires from the Chicago Zoning Board of Appeals and extend our very best wishes for continued success and prosperity in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Roula Alakiotou.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
BIALCZAK (30th Ward)	North Cicero Avenue, at 2941 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
GABINSKI (32nd Ward)	West Chicago Avenue, at 1957 -- 1959 -- 9:00 A.M. to 11:00 P.M. -- Tuesday through Sunday (in lieu of two parking meters);
	West Huron Street, at 1062 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
MELL (33rd Ward)	North Albany Avenue, from West Melrose Street to the first alley north thereof (alongside of 3100 West Melrose Street) -- 8:00 A.M. to 7:00 P.M. -- Monday through Saturday;
NATARUS (42nd Ward)	West Schiller Street, at 226 -- at all times -- daily (tow-away zone);
	North Wells Street, at 708 -- at all times -- daily (tow-away zone);

Alderman	Location, Distance And Time
HANSEN (44th Ward)	North Clark Street, at 3481 -- 9:00 A.M. to 9:00 P.M. -- no exceptions; North Halsted Street, at 3542 -- 5:00 P.M. to 12:00 Midnight -- no exceptions;
HANSEN for *LEVAR* (45th Ward)	North Elston Avenue (west side) from a point 80 feet north of North Latrobe Avenue, to a point 25 feet north thereof (for a distance of 45 feet) -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
SHILLER (46th Ward)	North Sheridan Road, at 3922 (for a distance of 75 feet) -- 6:00 A.M. to 2:00 P.M. -- daily; West Wilson Avenue, at 927 (for a distance of 50 feet) -- at all times -- daily (public benefit);
M. SMITH for *SCHULTER* (47th Ward)	North Lincoln Avenue, at 4844 (in the recessed bay area) -- at all times -- no exceptions (in lieu of three parking meters); North Seeley Avenue (west side) from West Roscoe Street to a point 75 feet north thereof (alongside of 2032 West Roscoe Street) -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday and 8:00 A.M. to 3:00 P.M. -- Sunday;
M. SMITH (48th Ward)	North Kenmore Avenue, at 4943 -- at all times -- no exceptions;

Alderman	Location, Distance And Time
MOORE (49th Ward)	North Winthrop Avenue, at 6326 -- at all times -- no exceptions;
STONE (50th Ward)	North Clark Street, at 6810 (for a distance of 40 feet) -- 11:00 A.M. to 8:00 P.M. -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF NORTH CLARK STREET.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on March 25, 1992 (Council Journal of Proceedings, pages 7099 -- 7101) which established loading zones on portions of specified public ways by striking the words: "North Clark Street, at 2324 -- 6:00 P.M. to 12:00 Midnight -- 7 days (valet parking)" and inserting in lieu thereof: "North Clark Street, at 2324 -- 6:00 P.M. to 12:00 Midnight -- Monday through Friday and 11:30 A.M. to 12:00 Midnight -- Saturday and Sunday (valet parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF WEST DIVERSEY AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of designated streets by striking the words: "West Diversey Avenue, at 646 -- no parking -- loading zone/tow-away zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED LOADING ZONE ON PORTION OF NORTH HALSTED STREET.

Alderman Eisendrath (43rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of designated streets by striking the words: "North Halsted Street, at 2635 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking)", 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 Distance
BLOOM (5th Ward)	East 71st Place, from South Dorchester Avenue to South Stony Island Avenue -- easterly;
EVANS for *STEELE* (6th Ward)	Alley adjacent to East 76th Street, between South Cottage Grove Avenue and South Evans Avenue -- northerly;
JONES (15th Ward)	South Claremont Avenue, from West 71st Street to West 74th Street -- northerly;

Alderman	Location And Distance
RUGAI (19th Ward)	Alley between South Artesian Avenue and South Western Avenue, from 10754 to 10800 -- southerly;
EVANS (21st Ward)	North/south alley from West 98th Street to West 99th Street, between South Emerald Avenue and South Union Avenue -- southerly;
BIALCZAK (30th Ward)	West Dickens Avenue, from North Cicero Avenue to North Laporte Avenue -- westerly;
BANKS (36th Ward)	First east/west alley north of West Irving Park Road, from North Pontiac Avenue to North Cumberland Avenue -- westerly.

Referred -- CONSIDERATION FOR INSTALLATION OF PARKING METERS AT SPECIFIED LOCATIONS.

Alderman Hansen (44th Ward) presented proposed orders directing the Commissioner of Transportation to give consideration to the installation of parking meters at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

North Sheffield Avenue (west side) from 3200 to 3232 -- 9:00 A.M. to 9:00 P.M.;

North Sheffield Avenue (east side) in the 3200 block -- 9:00 A.M. to 9:00 P.M..

Referred -- REMOVAL OF PARKING METERS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the removal of parking meters at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
GABINSKI (32nd Ward)	West Chicago Avenue, at 1957 -- 1959 (for the establishment of a loading zone);
SHILLER (46th Ward)	West Wilson Avenue, at 927 (public benefit);
M. SMITH for *SCHULTER* (47th Ward)	North Lincoln Avenue, at 4844 (McDonald's Restaurant).

Referred -- AUTHORIZATION TO STUDY FEASIBILITY OF CHANGING TIME LIMITATION ON PARKING METERS ON PORTION OF SOUTH MICHIGAN AVENUE.

Alderman Shaw (9th Ward) presented a proposed order directing the Commissioner of Transportation to cause a study to be made with a view to the feasibility of changing the time limitation designated on the parking meters located on both sides of South Michigan Avenue, between East 110th Place and East 111th Street, from the current two hour time limit to a new one-half hour time limit, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
O'CONNOR (40th Ward)	North Rockwell Street (east side) from a point 20 feet north of West Peterson Avenue, to a point 60 feet north thereof (for a distance of 40 feet) -- one hour limit -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;
EISENDRATH (43rd Ward)	East Schiller Street, at 1 -- twenty minute limit -- at all times -- no exceptions.

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
TILLMAN (3rd Ward)	South Wabash Avenue, at 4714 (except for handicapped);
PRECKWINKLE (4th Ward)	South East End Avenue, at 5050 (except for handicapped);

Alderman	Location And Distance
	South Kimbark Avenue, at 5219 (except for handicapped);
	South Woodlawn Avenue, at 5048 (except for handicapped);
BLOOM (5th Ward)	South Clyde Avenue, at 6846 (except for handicapped);
	East 69th Street, at 1650 (except for handicapped);
EVANS for *STEELE* (6th Ward)	South Calumet Avenue, at 10012 (except for handicapped);
	South Greenwood Avenue, at 7737 (except for handicapped);
	South Dr. Martin Luther King, Jr. Drive, at 8509 (except for handicapped);
	South Vernon Avenue, at 8448 (except for handicapped);
	South Wabash Avenue, at 7707 (except for handicapped);
	South Wabash Avenue, at 7713 (except for handicapped);
BEAVERS (7th Ward)	East 94th Street, at 2652 (except for handicapped);
DIXON (8th Ward)	South Kenwood Avenue, at 7909 (except for handicapped);
	South Woodlawn Avenue, at 8253 (except for handicapped);

Alderman	Location And Distance
	East 81st Place, at 1134 (except for handicapped);
SHAW (9th Ward)	South Edbrooke Avenue, at 10842 (except for handicapped);
BUCHANAN (10th Ward)	South Brainard Avenue (east side) from East 137th Street to East 138th Street;
	South Hoxie Avenue, at 9946 (except for handicapped);
HUELS (11th Ward)	South Wood Street, at 3648 (except for handicapped);
	West 46th Street, at 710 (except for handicapped);
FARY (12th Ward)	South Hamilton Avenue, at 3536 (except for handicapped);
	South Maplewood Avenue, at 3637 (except for handicapped);
	South Paulina Street, at 4338 (except for handicapped);
	South Rockwell Avenue, at 4255 (except for handicapped);
	South Sacramento Avenue (east side) from 2800 to 3100 (tow-away zone);
	South Sacramento Boulevard, at 4409 (except for handicapped);
	West 31st Street (north side) from South California Avenue to South Sacramento Avenue (tow-away zone);

Alderman	Location And Distance
MADRZYK (13th Ward)	South Komensky Avenue, at 6744 (except for handicapped);
	South Long Avenue, at 6333 (except for handicapped);
	West 59th Street, at 4044 (except for handicapped);
	West 62nd Place, at 3417 (except for handicapped);
BURKE (14th Ward)	South Campbell Avenue, at 5706 (except for handicapped);
	South Sacramento Avenue, at 5323 (except for handicapped);
	South Whipple Street, at 6528 (except for handicapped);
	West 58th Street, at 3017 (except for handicapped);
JONES (15th Ward)	South Paulina Street, at 6018 (except for handicapped);
	West 68th Street, at 2701 (either side of driveway);
STREETER (17th Ward)	South Aberdeen Street, at 7729 (except for handicapped);
	South Aberdeen Street, at 7805 (except for handicapped);
	South Lowe Avenue, at 7920 (except for handicapped);

Alderman	Location And Distance
MURPHY (18th Ward)	South Laflin Street, at 8028 (except for handicapped);
	West 79th Place, at 4420 (except for handicapped);
	West 86th Place, at 3852 (except for handicapped);
TROUTMAN (20th Ward)	South Indiana Avenue, at 6828 (except for handicapped);
	South Vernon Avenue, at 6441 (except for handicapped);
EVANS (21st Ward)	South Green Street, at 9538 (except for handicapped);
	South May Street, at 9132 (except for handicapped);
	South Parnell Avenue, at 10017 (except for handicapped);
GARCIA (22nd Ward)	South Drake Avenue, at 2544 (except for handicapped);
LASKI (23rd Ward)	South Austin Avenue, at 6422 (except for handicapped);
	South Lamon Avenue, at 4831 (except for handicapped);
	South Mayfield Avenue, at 5816 (except for handicapped);
MILLER (24th Ward)	South Keeler Avenue, at 1631 (except for handicapped);

Alderman	Location And Distance
MEDRANO (25th Ward)	South California Avenue, at 2026 (driveway on West 21st Street side/corner of building);
	South Desplaines Street, at 1718 (except for handicapped);
	West Washburne Avenue, at 2153 (except for handicapped);
	West 17th Street, at 1810 (except for handicapped);
HENDON (27th Ward)	Alley in rear of 125 North Leavitt Street (for a distance of 25 feet);
	North Ogden Avenue (west side) from West Carroll Avenue to a point 20 feet north thereof;
E. SMITH (28th Ward)	West Carroll Avenue, at 4150 (except for handicapped);
	West Gladys Avenue, at 3339 (except for handicapped);
	West Jackson Boulevard, at 3907 (except for handicapped);
	North Long Avenue, at 29 (except for handicapped);
	West Van Buren Street, at 4428 (except for handicapped);
	West Washington Boulevard, at 4930 (except for handicapped);
BIALCZAK (30th Ward)	West Belden Avenue, at 4830 (except for handicapped);
	West Montana Street, at 4514 (except for handicapped);

Alderman	Location And Distance
	West Montana Street, at 5023 (except for handicapped);
	West Schubert Avenue, at 5221 (except for handicapped);
SUAREZ (31st Ward)	North Lawndale Avenue, at 1801 (except for handicapped);
	North Ridgeway Avenue, at 1448 (except for handicapped);
	West Wabansia Avenue, at 3546 (except for handicapped);
GABINSKI (32nd Ward)	North Honore Street, at 3047 (except for handicapped);
MELL (33rd Ward)	North Artesian Avenue, at 4710 (except for handicapped);
	North California Avenue, at 2416 (except for handicapped);
	North Richmond Street, at 2441 (except for handicapped);
	North Sacramento Avenue, at 2711 (except for handicapped);
AUSTIN (34th Ward)	South Carpenter Street, at 11308 (except for handicapped);
	South Wentworth Avenue, at 10544 (except for handicapped);
	West 111th Place, at 229 (except for handicapped);

Alderman	Location And Distance
WOJCIK (35th Ward)	North Kenneth Avenue, at 3832 (except for handicapped);
	North Monticello Avenue, at 3259 (except for handicapped);
BANKS (36th Ward)	North Newcastle Avenue, at 1804 (except for handicapped);
	North Newland Avenue, at 3105 (except for handicapped);
GILES (37th Ward)	West Potomac Avenue, at 4832 (except for handicapped);
	West Washington Boulevard, at 5046½ (except for handicapped);
CULLERTON (38th Ward)	West Addison Street, at 6237 (driveway);
	West Cullom Avenue, at 5536 (except for handicapped);
	North Lavergne Avenue, at 3404 (except for handicapped);
	West Newport Avenue, at 6301 (except for handicapped);
LAURINO (39th Ward)	North Keystone Avenue, at 5704 (except for handicapped);
O'CONNOR (40th Ward)	West Rascher Avenue, at 1614 (except for handicapped);
DOHERTY (41st Ward)	West Bryn Mawr Avenue, at 8411 (except for handicapped);

Alderman	Location And Distance
EISENDRATH (43rd Ward)	West Wrightwood Avenue, at 528 (except for handicapped);
EISENDRATH for *LEVAR* (45th Ward)	North Milwaukee Avenue, at 3922 (except for handicapped);
	West Warwick Avenue, at 5125 (driveway);
HANSEN for *LEVAR* (45th Ward)	North Gale Street, at 5450 (except for handicapped);
	North Major Avenue, at 5506 (except for handicapped);
M. SMITH (48th Ward)	North Wayne Avenue, at 5333 (except for handicapped);
MOORE (49th Ward)	North Greenview Avenue, at 6603 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES ON PORTION OF NORTH OSCEOLA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Osceola Avenue, at 3329 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES ON PORTION OF SOUTH PAULINA STREET.

Alderman Streeter (17th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Paulina Street, at 7536 (Handicapped Permit 4961)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES ON PORTION OF SOUTH TRUMBULL AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on June 28, 1989 (Council Journal of Proceedings, page 3004) which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Trumbull Avenue, at 5835 (Handicapped Permit 3868)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES ON PORTION OF WEST 18TH PLACE.

Alderman Medrano (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 18th Place, at 1016 (Handicapped Permit 3204)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION TO 6126 SOUTH HERMITAGE AVENUE.

Alderman Jones (15th Ward) presented a proposed ordinance to relocate a parking prohibition from its current location at 7536 South Paulina Street to a new location at 6126 South Hermitage Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
BEAVERS (7th Ward)	South Commercial Avenue (both sides) in the 8100, 8200 and 8300 blocks -- at all times;
FARY (12th Ward)	South Campbell Avenue (both sides) from West 47th Street to West 48th Street -- at all times;
	South Hamilton Avenue (both sides) from South Archer Avenue to West 36th Street -- at all times;
	West 37th Place (south side) from South Kedzie Avenue to 3229 West 37th Place -- at all times;

Alderman	Location, Distance And Time
	West 38th Street (both sides) from South Rockwell Street to the first alley west, then from 2618 West 38th Street to the first alley east of South Washtenaw Avenue -- at all times;
	South Whipple Street (both sides) in the 4300 block -- at all times;
	West 47th Place (both sides) from South Western Avenue to South Campbell Avenue -- at all times;
BURKE (14th Ward)	South Hoyne Avenue (west side) from West 51st Street to West 51st Place -- at all times;
	South Sawyer Avenue (both sides) in the 5200 block -- at all times -- no exceptions;
LASKI (23rd Ward)	West 51st Street (north side) from South Kilbourn Avenue to the first alley east thereof -- at all times;
	South Merrimac Avenue (both sides) in the 5400 block -- 7:00 A.M. to 2:30 P.M. -- Monday through Friday;
BIALCZAK (30th Ward)	North Mango Avenue (both sides) from West Dickens Boulevard to Grand Avenue -- at all times;
MELL (33rd Ward)	North Francisco Avenue (both sides) in the 2600 block -- at all times;

Alderman	Location, Distance And Time
WOJCIK (35th Ward)	North Harding Avenue (both sides) in the 2300 block -- 6:00 P.M. to 6:00 A.M. -- daily;
	North Monticello Avenue (both sides) in the 2300 block -- at all times;
GILES (37th Ward)	West Erie Street (both sides) in the 4600 block -- at all times;
	West Erie Street (both sides) in the 4700 block -- at all times;
CULLERTON (38th Ward)	West Melrose Street (north side) in the 5400 block -- at all times;
LAURINO (39th Ward)	North Hamlin Avenue, alongside 4959.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST PARKER AVENUE.

Alderman Wojcik (35th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "West Parker Avenue (both sides) in the 4300 block -- at all times", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH WOOD STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking

zones on portions of specified public ways by striking the words: "South Wood Street (both sides) in the 3700 block -- at all times -- Zone 31", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH MERRIMAC AVENUE.

Alderman Laski (23rd Ward) presented a proposed ordinance to repeal a previously passed ordinance which established Residential Permit Parking Zone 9 in effect at all times along the east side of the 6200 block of South Merrimac Avenue, 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 in the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
BLOOM (5th Ward)	East 71st Place (south side) from South Stony Island Avenue to the alley west thereof;
GARCIA (22nd Ward)	West 27th Street (south side) from South Trumbull Avenue to the first alley east thereof;
GUTIERREZ (26th Ward)	West Division Street, alongside 1815 -- 1825 to the first street west thereof;

Alderman	Location And Distance
MELL (33rd Ward)	North Albany Avenue, alongside 3471 North Elston Avenue to the first alley north thereof;
WOJCIK (35th Ward)	North Milwaukee Avenue (north side) from 3015 to 3025 (from corner to corner);
SHILLER (46th Ward)	West Grace Street (south side) from North Broadway to North Fremont Street;
	West Leland Avenue (north side) from North Marine Drive to North Clarendon Avenue.

Referred -- ESTABLISHMENT OF TWENTY MILE PER HOUR SPEED LIMIT ON PORTION OF NORTH WIELAND STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to limit the speed of vehicles to twenty miles per hour on North Wieland Street, from West Schiller Street to West North Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SPECIFIED LOCATIONS.

Alderman Evans (21st Ward) presented two proposed orders directing the Commissioner of Transportation to give consideration to the installation of

automatic traffic control signals at the intersection of South Halsted Street and West 93rd Street and at the intersection of South Halsted Street and West 97th Street, respectively, which were *Referred to the Committee on Traffic Control and Safety.*

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
STEELE (6th Ward)	East 85th Street and South Michigan Avenue -- "Stop";
EVANS for *STEELE* (6th Ward)	East 86th Street and South Wabash Avenue -- "Stop";
DIXON (8th Ward)	South Avalon Avenue and East 83rd Street -- "Two-Way Stop";
	South Avalon Avenue and East 92nd Street -- "Two-Way Stop";
	South Blackstone Avenue and East 92nd Street -- "Four-Way Stop";
	South Clyde Avenue and East 87th Street -- "Three-Way Stop";
	East 93rd Street and South Avalon Avenue -- "Stop";

Alderman	Location And Type Of Sign
SHAW (9th Ward)	East 132nd Street and South Indiana Avenue -- "Two-Way Stop";
BUCHANAN (10th Ward)	East 135th Street and South Avenue K -- "Four-Way Stop";
FARY (12th Ward)	West 38th Street and South Winchester Avenue -- "All-Way Stop";
	West 41st Place and South Albany Avenue -- "Stop";
BURKE (14th Ward)	West 64th Street, at South Mozart Street -- "Stop";
JONES (15th Ward)	West 61st Street and South Paulina Street -- "Two-Way Stop";
	West 72nd Street and South Rockwell Street -- "Two-Way Stop";
MURPHY (18th Ward)	South Loomis Street, at West 81st Street -- "Stop";
	South Loomis Street, at West 82nd Street -- "Stop";
	South Sacramento Avenue, at West 80th Street -- "Stop";
RUGAI (19th Ward)	South St. Louis Avenue, at West 110th Street -- "Stop";
GARCIA (22nd Ward)	West 24th Street, at South Karlov Avenue -- "Stop";

Alderman	Location And Type Of Sign
HENDON (27th Ward)	West Gladys Avenue and South Washtenaw Avenue -- "Four-Way Stop";
SUAREZ (31st Ward)	North Kildare Avenue, at West Iowa Street -- "Stop";
GABINSKI (32nd Ward)	West Barry Avenue and North Damen Avenue -- "Four-Way Stop";
	West Blackhawk Street and North Cleaver Street -- "Four-Way Stop";
	North Damen Avenue, at West Barry Avenue -- "Stop";
	West Fry Street, at North Sangamon Street -- "Stop";
WOJCIK (35th Ward)	West Byron Street and North Springfield Avenue -- "Stop";
	West Patterson Avenue and North Kilpatrick Avenue -- "Stop";
	West Shakespeare Avenue and North Hamlin Avenue -- "Stop";
BANKS (36th Ward)	West Dickens Avenue and North Merrimac Avenue -- "Three-Way Stop";
	North Mobile Avenue, at West Fletcher Street -- "Stop";
LAURINO (39th Ward)	North Kirkwood Avenue and North Sauganash Avenue -- "All-Way Stop";

Alderman	Location And Type Of Sign
	West Peterson Avenue and North Kedvale Avenue -- "Stop";
O'CONNOR (40th Ward)	West Gregory Street and North Francisco Avenue -- "Four-Way Stop";
DOHERTY (41st Ward)	West Chase Avenue, at North Oriole Avenue -- "Stop";
	West Myrtle Avenue, at North Odell Avenue -- "Stop";
	North Ottawa Avenue, at West Jarvis Avenue -- "Stop";
NATARUS (42nd Ward)	North LaSalle Boulevard, in the 1500 block -- "Watch For Pedestrians";
	North Wieland Street, between West Shiller Street and West North Avenue -- "Caution -- Children Playing";
HANSEN (44th Ward)	West Diversey Parkway, at North Lakewood Avenue -- "Stop";
HANSEN for *LEVAR* (45th Ward)	West Carmen Avenue and North Leclaire Avenue -- "Four-Way Stop";
	North Laramie Avenue, at West Argyle Street -- "Stop";
	North Leclaire Avenue, at West Argyle Street -- "Stop";

Alderman	Location And Type Of Sign
	West Winnemac Avenue and North Laramie Avenue -- "Four-Way Stop";
SHILLER (46th Ward)	North Hazel Street and West Wilson Avenue -- "Three-Way Stop";
MOORE (49th Ward)	West Sherwin Avenue and North Ashland Boulevard -- "Four-Way Stop".

Referred -- CONSIDERATION FOR INSTALLATION OF "DO NOT ENTER" SIGN ON PORTION OF SOUTH CLAREMONT AVENUE.

Alderman Jones (15th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the erection of a "Do Not Enter" sign on South Claremont Avenue at its intersection with West 64th Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF "NO THROUGH TRAFFIC" SIGN IN SPECIFIED PUBLIC ALLEY WEST OF NORTH LUNA AVENUE.

Alderman Cullerton (38th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the erection of a "No Through Traffic" sign in the first alley west of North Luna Avenue for the area from West Waveland Avenue to North Laramie Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF "RESIDENTIAL PARKING" SIGNS ON PORTION OF WEST OAK STREET.

Alderman Natarus (42nd Ward) presented a proposed order directing the Commissioner of Transportation to consider the installation of "Residential Parking" signs on the north side of West Oak Street, between North LaSalle Boulevard and North Clark Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF "DO NOT ENTER" SIGN ON PORTION OF SOUTH WOOD STREET.

Alderman Jones (15th Ward) presented a proposed order authorizing the Commissioner of Transportation to consider the erection of a "Do No Enter" sign on South Wood Street at the intersection of West 70th Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF "NO TRUCKS" SIGNS IN PORTION OF SPECIFIED PUBLIC ALLEY.

Alderman Cullerton (38th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the erection of "No Trucks" signs in the alley bounded by West Waveland Avenue, West Addison Street, North Central Avenue and North Luna Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR REMOVAL OF RESIDENTIAL PERMIT PARKING SIGNS FROM PORTION OF WEST AINSLIE STREET.

Alderman Laurino (39th Ward) presented a proposed order directing the

Commissioner of Public Works to cause the removal of residential permit parking signs from the 4900 block of West Ainslie Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR VEHICLES ON SPECIFIED STREETS.

Alderman Evans for Alderman Steele (6th Ward) presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

East 80th Street, from South Indiana Avenue to South State Street;

East 80th Street, from South Wabash Avenue to South State Street;

East 82nd Street, from South Dr. Martin Luther King, Jr. Drive to South State Street;

East 83rd Street, from South Michigan Avenue to South State Street;

South 98th Place, from South Michigan Avenue to South State Street.

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented five proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN FARY (12th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 10-J bounded by:

a line 96.42 feet south of West 46th Street; South Christiana Avenue; a line 126.42 feet south of West 46th Street; and the alley next west of and parallel to South Christiana Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

To classify as a C1-3 Restricted Commercial District instead of a B3-3 General Retail District the area shown on Map No. 5-I bounded by:

the alley next north of and parallel to West North Avenue; a line 75 feet east of North Mozart Street; West North Avenue; and a line 50 feet east of North Mozart Street.

BY ALDERMAN O'CONNOR (40th Ward):

To classify as an R3 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 15-I bounded by:

West Peterson Avenue; North Lincoln Avenue; North Virginia Avenue; the alley next south of and parallel to West Peterson Avenue; and the alley next west of and parallel to North Virginia Avenue.

BY ALDERMAN HANSEN (44th Ward):

To classify as a B2-3 Restricted Retail District instead of an R5 General Residence District the area shown on Map No. 7-G bounded by:

West Barry Avenue; North Wilton Avenue; West Nelson Street; and the easterly right-of-way line of the Chicago Transit Authority (elevated structure).

BY ALDERMAN SHILLER (46th Ward):

To classify as a C1-5 Restricted Commercial District instead of a B3-5 General Retail District the area shown on Map No. 11-G bounded by:

West Lawrence Avenue; North Racine Avenue; a line 150 feet south of West Lawrence Avenue; and the alley next west of North Racine Avenue.

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3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented ninety-one 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
MAZOLA (1st Ward)	The 400 Condominium Association;
BLOOM (5th Ward)	Mia Casa Apartment Building Corporation;
	Oglesby Place Condominium Association;
STEELE (6th Ward)	Walter Wilkerson;
DIXON (8th Ward)	7901 -- 7911 South Ellis Condominium Association;

Alderman	Claimant
BUCHANAN (10th Ward)	Sylvester Qjiro;
BURKE (14th Ward)	Daniel Joseph Handell;
JONES (15th Ward)	Gladys M. Jones;
STREETER (17th Ward)	Highland Terrace Condominium Association;
MURPHY (18th Ward)	Kedzie Condominium Association;
RUGAI (19th Ward)	Anita Shea;
LASKI (23rd Ward)	Merrick Hopkins Prosthetic Company; 6718 West 64th Place Corp.;
GUTIERREZ (26th Ward)	Rose Batisto; Donald W. J. Weber;
BANKS (36th Ward)	Addison Point Condominium 2; Neenah Manor Condominium Association; Neva Vista Condominium Association; Oakfield North Condominium Association;

Alderman	Claimant
	2147 North Harlem Avenue Palmer Courts;
	3150 North Odell Condominium Association;
	8216 Belmont Building;
CULLERTON (38th Ward)	Leland House Condominium Association;
	3853 Narragansett Condominium;
LAURINO (39th Ward)	Bill Kretz;
O'CONNOR (40th Ward)	Foster Condo Association;
	Karen Mae Reinhofer;
NATARUS (42nd Ward)	Carl Sandburg Village Condominium Association No. 7;
	Carlyle Apartments Homeowners Association;
	Drake Tower Apartments, Inc.;
	Faulkner House Condominium Association;
	Lowell House Condominium Association;
	Newberry Plaza Condominium Association;
	Streeterville Center Condominium Association;

Alderman	Claimant
	30 East Elm Condominium;
	73 East Elm Condominium Association;
	119 West Chestnut Condominium Association;
	132 East Delaware Place Condominium Association;
	201 East Chestnut Condominium Association;
	220 East Walton Condominium Association;
	233 East Walton Building Corporation;
	900 -- 910 Lake Shore Drive Condominium Association;
	999 Lake Shore Drive Corporation;
	1242 Lake Shore Drive Corporation;
EISENDRATH (43rd Ward)	Howe Court Condominium Association;
	Kennelly Square Condominium;
	Lincoln Park Tower Condominium Association;
	Supera Properties;
	515 Wrightwood Condominium Association;
	2016 Cleveland Condominium Association;

Alderman	Claimant
	2020 Lincoln Park West Condominium Association;
	2333 North Geneva Terrace Condominium Association;
	2340 Lincoln Park West Condominium;
	2500 Lakeview Association;
	2626 Lakeview Condo Association;
	2650 Lakeview Condominium Association;
	2800 Lake Shore Drive Condominium Association;
LEVAR (45th Ward)	Winderlane Condominium Association;
	Windsor House Condominium Association;
EISENDRATH for *LEVAR* (45th Ward)	Rosedale Condominium Association;
HANSEN for *LEVAR* (45th Ward)	Cynthia M. Ciapriani;
	Rafael Valdez;
SHILLER (46th Ward)	Patterson/Pine Grove Condominium Association;
	743 -- 755 West Brompton Condominium Association;

Alderman	Claimant
M. SMITH for *SCHULTER* (47th Ward)	The Paulina Condominium Association;
M. SMITH (48th Ward)	Lakeside Place Condominium Association;
	Thorndale Beach South Condominium;
	5000 Marine Drive Corporation;
	5445 Edgewater Condominium Association;
MOORE (49th Ward)	Columbian Homeowners Association;
	Greenleaf Condominium Association;
	Lake Terrace Townhome Owners' Association;
	Lunt-Lake Apartment Trust;
	Pratt Shore Condominium Association;
	Stratford House On The Lake, Inc.;
	1134 -- 1136 West Farwell Condominium Association (2);
	6225 Kenmore Condominium Association;
	6247 North Glenwood Condominium Association;
STONE (50th Ward)	Granville Courts Condominium Association;

Alderman	Claimant
	George A. Mandis;
	Ivy Courte Condominium Association;
	North Damen Square Condominium Association;
	Park Gables Apartment Homes, Inc.;
	Rosemont Apartments Condominium Association;
	Stanford Courts Condominium Homes;
	Winston Towers No. 5 Condominium;
	6500 North Ridge Condo Association;
	7520 Ridge Building Corp. (3).

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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):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF SOUTH MORGAN STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of South Morgan Street lying between the south line of West Harrison Street and the north line of West Vernon Park Place for the Board of Trustee's of the University of Illinois (File No. 17-1-92-1691); said ordinance to be transmitted to the Committee on Transportation and Public Way for consideration and recommendation to the City Council.

Alderman Mazola 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 Mazola, the foregoing proposed order was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- AMENDMENT OF TITLE 4, CHAPTER 204, SECTIONS 050, 100 AND 105 OF MUNICIPAL CODE OF CHICAGO TO STRENGTHEN PENALTIES FOR VIOLATION OF MOTOR VEHICLE REPAIR SHOP REGULATIONS.

Also, a proposed ordinance to amend Title 4, Chapter 204, Sections 050, 100 and 105 of the Municipal Code of Chicago which would strengthen the penalties for those persons operating motor vehicle repair shops in violation of established regulations and/or in a manner which results in the death or injury of any patron of said businesses by increasing penalty provisions for said violations, and by allowing for the revocation of business licenses upon repeated violation of the above mentioned regulations, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, ten proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

American National Bank and Trust Company, under Trust Number 32115 -- to maintain and use subsurface sidewalk space under and along the public way adjacent to 180 North Michigan Avenue;

American National Bank, under Trust Number 90889, doing business as Oxford House Hotel -- to maintain and use a vault under that part of East Haddock Place adjacent to 219 -- 223 North Wabash Avenue;

The Auditorium Theatre Council -- to construct, install and maintain two decorative ornamental light poles over the public right-of-way adjacent to 50 East Congress Parkway;

BRREEF USA Fund III, Inc. -- to maintain and use a building entrance connection, a passageway and stairway under that portion of the subsidewalk area in North Dearborn Street at the southeast corner of the Brunswick Building (69 West Washington Street) to provide access to the Madison-Washington-Dearborn Street subway station;

Carter's Nationally Famous Jeweler, Inc. -- to maintain and use a time and temperature clock over the public way adjacent to 2 South State Street;

Chinese American Development Corporation -- to construct, install and maintain a sign and planter box area in the public parkway area adjacent to 2131-F South Archer Avenue;

Citibank Federal Savings Bank -- to maintain and use a time and temperature indicator adjacent to 1 South Dearborn Street;

East-West University -- to maintain and use subsurface space (vaults) along the west side of South Michigan Avenue between East 8th and East 9th Streets, adjacent to the Olivetti Building at 816 South Michigan Avenue;

Fulton Partner's Incorporated -- to maintain and use a portion of the public right-of-way adjacent to 564 West Fulton Street; and

Harris Trust & Savings Bank, under Trust Number 38310 -- to maintain and use vaulted areas under the public way adjacent to 151 North State Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPIES AT 221 WEST CERMAK ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Hong Min Restaurant to maintain and use two canopies attached to the building or structure at 221 West Cermak Road, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF VARIOUS PARCELS OF PROPERTY AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve various parcels of property as eligible for Class 6(b) tax incentives under the Cook County Real Estate Property

Classification Ordinance, which was *Referred to the Committee on Finance.*

Presented By

**ALDERMAN RUSH (2nd Ward),
ALDERMAN PRECKWINKLE (4th Ward) And
ALDERMAN BLOOM (5th Ward):**

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT URGED TO FULFILL COMMITMENT TO RESTRUCTURE MORTGAGES FOR REGENTS PARK APARTMENT COMPLEX ON MORE ECONOMICALLY VIABLE BASIS.

A proposed resolution reading as follows:

WHEREAS, Regents Park Apartments, a solid fixture in the Hyde Park community for the past decade, is now threatened with foreclosure, its owner threatened with bankruptcy, and the Hyde Park community threatened with instability; and

WHEREAS, In 1975, the United States Department of Housing and Urban Development turned over the bankrupt apartment complex to Bruce Clinton in an effort to salvage its $26 Million mortgage that had been guaranteed through the Federal Housing Administration; and

WHEREAS, By 1979, Mr. Clinton had financially and otherwise stabilized Regents Park, but had to file suit to acquire the property because of H.U.D.'s effort to foreclose; and

WHEREAS, After Mr. Clinton obtained title, H.U.D. still held the mortgage and with the original default, the debt was $36 Million; and

WHEREAS, In an effort to get H.U.D. to renegotiate the terms of the existing mortgage, Mr. Clinton and H.U.D. agreed to a five-year rehab deal, spending $1.8 Million in less than three years; and

WHEREAS, Since 1986, Mr. Clinton has tried to get a new mortgage from H.U.D. with no success; and

WHEREAS, The properties were valued at $12 Million when Mr. Clinton took them over and were appraised in 1987 at $23.3 Million; and

WHEREAS, The inability of the federal government to effectively deal with its sprawling bureaucracy has put this viable, vibrant complex and its surrounding community in a state of paralysis; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the United States Department of Housing and Urban Development is hereby memorialized to fulfill its commitment to consummate a final restructuring of the mortgages on the Regents Park Apartments on an economically viable basis; and

Be It Further Resolved, That the Illinois delegation to Congress is urged to take the immediate necessary action to ensure a fair and equitable resolution of this issue.

Alderman Rush moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Rush, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

AUTHORIZATION FOR WAIVER OF PERMIT FEES FOR CONSTRUCTION OF HOSPITAL AT 5020 SOUTH FORRESTVILLE AVENUE.

A proposed ordinance reading as follows:

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to McHugh/Riteway Construction Services, Inc., 258 East 115th Street, Chicago, Illinois 60628, for construction of Cook County/Provident Hospital on the premises located at 5020 South Forrestville Avenue.

Said building shall be used exclusively for conducting medical services and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in conformance with plans submitted and the provisions of the City ordinances.

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

Alderman Preckwinkle 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 Preckwinkle, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPIES AT 1605 EAST 55TH STREET.

A proposed order authorizing the Director of Revenue to issue a permit to A. M. J. Management to maintain and use fourteen canopies attached to the building or structure at 1605 East 55th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN STEELE (6th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY SAINT JOHN DE LA SALLE PARISH.

A proposed ordinance, presented by Alderman Evans, requiring Saint John DeLaSalle 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 Title 4, Chapter 280, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- CONSIDERATION FOR INSTALLATION OF STREETLIGHTS AT 7746 -- 7748 SOUTH DANTE AVENUE.

Also, a proposed order, presented by Alderman Evans, directing the Commissioner of Transportation to give consideration to the installation of streetlights in front of the premises at 7746 -- 7748 South Dante Avenue, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- EXEMPTION OF PROPERTY AT 2806 EAST 76TH PLACE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR ADJACENT PARKING FACILITY.

A proposed ordinance to exempt the property at 2806 East 76th Place from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent thereto, 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 DIXON (8th Ward):

Referred -- GRANT OF PRIVILEGE TO JACKSON PARK HOSPITAL FOUNDATION FOR INSTALLATION OF SAMPLE BASIN ADJACENT TO 7531 SOUTH STONY ISLAND AVENUE.

A proposed ordinance to grant permission and authority to Jackson Park Hospital Foundation for the installation, maintenance and use of a sample

basin in the public way adjacent to 7531 South Stony Island Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPY AT 11255 SOUTH MICHIGAN AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to K.T.W. Inc., doing business as Fredric's Shoes, to maintain and use one canopy attached to the building or structure at 11255 South Michigan Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- COMMITTEE ON EDUCATION URGED TO CONDUCT HEARINGS ON PROPOSED FUNDING FOR REHABILITATION OF ALTGELD AND PULLMAN BRANCH LIBRARIES.

Also, a proposed resolution urging the City Council Committee on Education to conduct hearings on the proposed funding for the rehabilitation of the Altgeld and Pullman Branch libraries, and to invite the President of the Board of Directors of the Chicago Public Library to testify at said hearings, which was *Referred to the Committee on Education.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF ALLEY LIGHTS BETWEEN 9300 BLOCKS OF SOUTH EAST END AVENUE AND SOUTH CORNELL AVENUE.

A proposed order directing the Commissioner of Transportation to give consideration to the installation of alley lights between the 9300 blocks of South East End Avenue and South Cornell Avenue, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

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:

Evans Food Products Company -- to maintain and use a manhole adjacent to 4118 South Halsted Street; and

Joslyn Manufacturing Co. -- to maintain and use conduits in and under the public way adjacent to 969 West 37th Place.

Presented By

ALDERMAN FARY (12th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF SOUTH ARCHER AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to the Brighton Park Businessman's Association Annual Sidewalk Sale, c/o Mr. Matthew Rooney, to hold a sidewalk sale on that part of South Archer Avenue, from South California Avenue to South Kedzie Avenue, for the period extending August 6 through August 9, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- APPROVAL OF PROPERTIES AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, two proposed resolutions to approve the properties at 2211 West Pershing Road and 4401 West 44th Place as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which were *Referred to the Committee on Economic and Capital Development.*

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 344 OF MUNICIPAL CODE OF CHICAGO TO DEFINE AND REQUIRE LABELING OF GENETICALLY ENGINEERED FOODS AND FOOD PRODUCTS.

A proposed ordinance to amend Title 4, Chapter 344 of the Municipal Code of

Chicago which would add to Sections 010 and 030 thereof specific language to define and require genetically engineered foods and food products to be identified and labeled as such; and, further, would create a new section, to be known as Section 611, which would require all wholesale food establishments to store and display genetically engineered foods separately and distinctly from other foods, which was *Referred to the Committee on Health.*

Referred -- AMENDMENT OF TITLE 4, CHAPTER 348 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 221 ENTITLED "WAXED PRODUCE".

Also, a proposed ordinance to amend Title 4, Chapter 348 of the Municipal Code of Chicago by adding thereto a new section, to be known as Section 221, entitled "Waxed Produce" which would require all retail food establishments to post notices informing consumers if fruit and/or vegetables have been treated with a waxed agent, which was *Referred to the Committee on Health.*

Referred -- EXEMPTION OF FIRST NATIONWIDE BANK FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY ADJACENT TO 6400 SOUTH PULASKI ROAD.

Also, a proposed ordinance to exempt First Nationwide Bank from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 6400 South Pulaski Road, 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 For

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF TITLE 10, CHAPTER 20, SECTION 100 OF MUNICIPAL CODE OF CHICAGO TO PLACE FINANCIAL RESPONSIBILITY FOR CERTAIN CONDUIT REPAIRS UPON CITY.

A proposed ordinance, presented by Alderman Stone, to amend Title 10, Chapter 20, Section 100 of the Municipal Code of Chicago which would place upon the city the financial responsibility for repair of lateral connections (conduits) lying between the residential property line and the center of the street, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF SPECIFIED PUBLIC WAYS.

A proposed order directing the Commissioner of Transportation to grant permission to the Chicago Southwest Business Growth Area Commissioner, Mr. Harry Meyer, to hold a sidewalk sale on both sides of West 63rd Street, between South Bell and South Central Park Avenues, both sides of South Western Avenue, between West 60th and West 64th Streets, and both sides of South Kedzie Avenue, between West 62nd and West 64th Streets, for the period extending August 13 through August 15, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 6042 SOUTH RICHMOND STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Gary Kraus to park his pickup truck and/or van at

6042 South Richmond Street in accordance with the provisions of Title 9, Chapter 48, Section 020 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- EXEMPTION OF NEW MOUNT ZIONER MISSIONARY BAPTIST CHURCH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY ADJACENT TO 1316 -- 1318 WEST 63RD STREET.

A proposed ordinance to exempt The New Mount Zioner Missionary Baptist Church from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 1316 -- 1318 West 63rd Street, 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 -- GRANT OF PRIVILEGE TO JEWEL FOOD STORES, INC. FOR MAINTENANCE OF LOADING PLATFORMS ADJACENT TO 6202 SOUTH HALSTED STREET.

Also, a proposed ordinance to grant permission and authority to Jewel Food Stores, Inc. for the maintenance and use of two loading platforms adjacent to 6202 South Halsted Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STREETER (17th Ward):

GOVERNOR JAMES EDGAR URGED TO HALT PROPOSED EMPLOYEE LAY-OFFS AT DEPARTMENT OF CHILDREN AND FAMILY SERVICES.

A proposed resolution reading as follows:

WHEREAS, The Department of Children and Family Services (D.C.F.S.) is a state agency charged with the task of overseeing children and families in urgent need of such supervision and assistance; and

WHEREAS, D.C.F.S.' essential and vital functions towards children and families must be protected at all costs by providing D.C.F.S. workers the maximum support and encouragement which allows adequate social service functioning professionally; and

WHEREAS, D.C.F.S. is under court order to reform this child protection system which includes reducing family cases of D.C.F.S. workers from over 150 cases to 25 family cases per worker and child protection cases from 25 cases per D.C.F.S. worker to 12 cases and reducing the high levels of stress associated with this tedious work; and

WHEREAS, The current administration's plan to lay-off D.C.F.S. workers will further exacerbate the already emergency situation; and

WHEREAS, We cannot in good conscience sit back silently while our child protection system goes down the tubes with a threatened lay-off of workers so desperately needed to make this system adequately function; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this twenty-ninth day of July, 1992, do hereby urge Governor Jim Edgar to immediately stop D.C.F.S.' lay-off of workers, immediately institute court ordered reforms and investigate the controversial letting of millions of dollars in unbidden contracts to political campaign contributions to D.C.F.S. Director Sue Suter; and

Be It Further Resolved, That a suitable copy of this resolution be immediately prepared upon passage and presented to the Governor, The Honorable Jim Edgar.

Alderman Streeter moved to *Suspend the Rules Temporarily* to permit immediate consideration of an action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Streeter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

CONGRATULATIONS AND HONOR EXTENDED TO BLACK WOMEN LEGISLATORS AND OBSERVANCE OF OCTOBER 16, 1992 AS "BLACK WOMEN LEGISLATORS DAY IN CHICAGO".

Also, a proposed resolution reading as follows:

WHEREAS, Friday, October 16, 1992 has been designated the Annual Banquet of the Friends of Committeeman Allan Streeter; and

WHEREAS, The Friends of Committeeman Allan Streeter have adopted the principles embodied in the Universal Declaration of Human Rights -- its preamble stating: "Whereas recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice and peace in the world", and further the convention on the Political Rights of Women states that "Recognizing that everyone has the right to take part in the government of their country directly or indirectly through freely chosen representatives, and has the right to equal access to public service in their country, and desiring to equalize the status of men and women in the enjoyment and exercise of political rights in accordance with the provisions of the Charter of the United Nations and of the Universal Declaration of Human Rights"; and

WHEREAS, The Friends of Committeeman Allan Streeter do hereby reaffirm their faith in fundamental human rights, in the dignity and world of the human person and in the equal rights of men and women and are determined to continually promote social progress and better standards of life in larger freedom; and

WHEREAS, The Friends of Committeeman Allan Streeter have appropriately chosen as their Banquet theme: Black Men Tribute To Black Women Legislators; and

WHEREAS, Black women legislators have made tremendous contributions to educational, economic, religious and community development throughout the United States; and

WHEREAS, Black women legislators have also played a vital and significant role in the history and development of the great City of Chicago; and

WHEREAS, Black women legislators must be commended for their tireless and unrelentless work for human rights; and

WHEREAS, The Friends of Committeeman Allan Streeter will have The Honorable Richard Hatcher, Esq., the first Black Mayor of Gary, Indiana, as their keynote speaker during the Annual Banquet to be held in the International Room at Kennedy-King College, 6800 South Wentworth Avenue; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this twenty-ninth day of July, 1992, do hereby declare that Friday, October 16, 1992 be set aside in the City of Chicago as "Black Women Legislators Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Friends of Committeeman Allan Streeter.

Alderman Streeter 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 Streeter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- ESTABLISHMENT OF TASK FORCE TO CONDUCT HEARINGS ON COMMUNITY DEVELOPMENT PROGRAMS FUNDED BY CONFISCATED DRUG MONIES AND/OR PROPERTIES.

Also, a proposed resolution to establish a task force to be charged with conducting hearings on utilizing confiscated drug monies and/or properties for reinvestment in programs and development within the communities wherein said money or property was confiscated, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN STREETER (17th Ward) And ALDERMAN JONES (15th Ward):

Referred -- ESTABLISHMENT OF TASK FORCE TO CONDUCT HEARINGS ON "MINORITY FRONT" BUSINESSES.

A proposed resolution to establish a task force to be charged with conducting hearings on "minority front" businesses operating with the intention of undermining Affirmative Action/Equal Opportunities for Minorities regulations, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

**ALDERMAN STREETER (17th Ward)
And OTHERS:**

Referred -- EXPRESSION OF OPPOSITION TO *CHICAGO SUN-TIMES* ARTICLE ENTITLED: "BIG RACCOONS RAMPAGING IN SUBURBIA".

A proposed resolution, presented by Aldermen Streeter, Rush, Tillman, Beavers, Dixon, Shaw, Buchanan, Jones, Coleman, Troutman, Evans, Miller, Gutierrez, Hendon, E. Smith, Austin, Giles, Shiller and Moore, expressing opposition to an article appearing in the July 28, 1992 edition of the *Chicago Sun-Times* newspaper entitled "Big Raccoons Rampaging in Suburbia" and requesting that copies of said resolution be presented to the Chicago and Illinois Human Rights Commissions, the Editor of the *Chicago Sun-Times* newspaper and the author of the article, Mr. Tom McNamee, which was *Referred to the Committee on Human Relations.*

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to express his support for the aforesaid resolution. Deploring what he described as the complete lack of sensitivity to and understanding of people that was manifested in the article, Mayor Daley declared that any public official or police officer in Chicago would have faced the editorial wrath of the city's news media had he or she uttered comments of the type contained in the article.

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- AUTHORIZATION FOR ERECTION OF "PASTOR JEFFERY EDMONDS, SR." HONORARY STREET SIGNS IN 8600 BLOCK OF SOUTH WOOD STREET.

A proposed ordinance authorizing the Commissioner of Transportation to erect "Pastor Jeffery Edmonds, Sr." honorary street signs in the 8600 block of South Wood Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- EXEMPTION OF DR. S. G. POLYCHRONOPOULOS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY FOR 11638 SOUTH WESTERN AVENUE.

A proposed ordinance to exempt Dr. S. G. Polychronopoulos from the physical barrier requirement pertaining to alley accessibility for the parking facility for 11638 South Western 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 EVANS (21st Ward):

Referred -- AUTHORIZATION FOR ERECTION OF "REVEREND LE ROY TAYLOR DRIVE" HONORARY STREET SIGNS ON PORTION OF SOUTH HALSTED STREET.

A proposed ordinance authorizing the Commissioner of Transportation to erect "Reverend LeRoy Taylor Drive" honorary street signs on that portion of South Halsted Street, from 8300 to 8800, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD AT 8650 SOUTH LAFAYETTE AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Rubloff for the erection of a sign/signboard at 8650 South

Lafayette Avenue, for the Chatham Ridge Shopping Center, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN LASKI (23rd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 48 SECTIONS 290(A) AND (B) OF MUNICIPAL CODE OF CHICAGO TO REQUIRE CABLE SERVICE PROVIDERS TO CREDIT SUBSCRIBERS FOR PROLONGED INTERRUPTION OF SERVICE.

A proposed ordinance to amend Title 4, Chapter 48, Sections 290(A) and (B) of the Municipal Code of Chicago which would require cable service providers to grant their subscribers credit, in an amount equal to 1/30 of the monthly charge, for each 24-hour period (or fraction thereof) of interrupted service, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- EXEMPTION OF WEBER BAKERY FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY ADJACENT TO 7055 WEST ARCHER AVENUE.

Also, a proposed ordinance to exempt Weber Bakery from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 7055 West Archer Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR CONSTRUCTION OF HANDICAPPED RAMP ADJACENT TO 5143 SOUTH MASSASOIT AVENUE.

Also, a proposed order directing the Commissioner of Transportation to give consideration to installing a curb-out for construction of a handicapped ramp adjacent to 5143 South Massasoit Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PROPERTY AT 6135 SOUTH NOTTINGHAM AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 6135 South Nottingham Avenue as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred -- GRANT OF PRIVILEGE TO NORWEGIAN AMERICAN HOSPITAL FOR INSTALLATION AND MAINTENANCE OF CONDUIT ADJACENT TO 1102 NORTH RICHMOND STREET.

A proposed ordinance to grant permission and authority to Norwegian American Hospital to install, maintain and use a one inch conduit adjacent to 1102 North Richmond Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF VENDOR FEES FOR VARIOUS FESTIVALS.

Also, two proposed orders directing the City Comptroller to waive the vendor fees for the festivals listed, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

American European Festival -- to be held during the period of August 8 and 9, 1992; and

Chicago Committee for Chicago Neighbors Artist Festival -- to be held for the period extending July 16 through July 19, 1992.

Presented By

ALDERMAN GUTIERREZ (26th Ward) And ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF VARIOUS SECTIONS OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO DEFINE AND REGULATE SINGLE ROOM OCCUPANCY UNITS AND BUILDINGS IN SPECIFIED AREAS.

A proposed ordinance to amend various Sections of Title 17 of the Municipal Code of Chicago (the Chicago Zoning Ordinance) which would define the terms "single room occupancy unit(s)" and "single room occupancy building(s)" and regulate the use thereof within R4 through R8 General Residence Districts, B1-1 through B1-5 Local Retail Districts, B6-6 and B6-7 Restricted Central Business Districts and C3-1 through C3-7 Commercial-Manufacturing Districts, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN HENDON (27th Ward):

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT WITH EDNA'S RESTAURANT FOR USE OF CITY-OWNED PARKING LOT.

A proposed ordinance reading as follows:

WHEREAS, The Mayor of the City of Chicago has placed economic development as one of his top priorities, using his staff and their abilities to encourage business growth in our great city; and

WHEREAS, Promoting economic development within the city is our duty, responsibility and is in the best interest of the City of Chicago; and

WHEREAS, Granting available parking space accomplishes the economic development goals of the City of Chicago by allowing customers to patronize businesses in our city; now, therefore,

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

SECTION 1. That the City of Chicago allow the Department of General Services, on the advice of the Economic Development Commissioner to enter into a yearly lease agreement with Edna's Restaurant for the City-owned parcel on the northeast corner of Madison and Kedzie, for the purpose of parking.

SECTION 2. The City also, upon the signing of said lease grants Edna's Restaurant the right to use the alley directly behind this location as an entrance to the parking lot until such time as an entrance is made available.

SECTION 3. This ordinance shall take effect upon its passage and publication.

Alderman Hendon 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 Hendon, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO STOCK YARDS PACKING COMPANY, INC. FOR MAINTENANCE AND USE OF INSPECTION MANHOLE ADJACENT TO 345 NORTH CLAREMONT AVENUE.

Also, a proposed ordinance to grant permission and authority to the Stock Yards Packing Company, Inc. for the maintenance and use of an inspectional manhole adjacent to 345 North Claremont Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR CONSTRUCTION OF SEWER ADJACENT TO 347 NORTH LOOMIS STREET.

Also, a proposed order authorizing the Commissioner of Sewers to give consideration for the construction of a sewer adjacent to 347 North Loomis Street, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS URGED TO INVESTIGATE PROPOSED LEASE AGREEMENT WITH AMERICAN DRUG STORES, INC. TO ENSURE COMPLIANCE WITH CITY MINORITY AND WOMEN BUSINESS ENTERPRISE PROVISIONS.

Also, a proposed resolution urging the City Council Committee on the Budget and Government Operations to investigate the proposed lease agreement between the Department of Health and American Drug Stores, Inc. to ensure compliance with City Minority and Women Business Enterprise provisions, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPIES AT 4519 WEST LAKE STREET.

A proposed order authorizing the Director of Revenue to issue a permit to First Class Custom Auto Painting Plus, Inc. to maintain two existing canopies attached to the building or structure at 4519 West Lake Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN BURRELL (29th Ward):

Referred -- EXEMPTION OF SMITH AND THOMAS FUNERAL HOME FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY AT 5710 -- 5718 WEST MADISON STREET.

A proposed ordinance, presented by Alderman E. Smith, to exempt the Smith and Thomas Funeral Home from the physical barrier requirement pertaining to alley accessibility for the parking facility located at 5710 -- 5718 West Madison Street, 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 -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

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:

Gutmann and Company/Gutmann Leather Co., Inc. -- to maintain and use a railroad switch track in North Dominick Street, south of West Shakespeare Avenue; and

Sipi Metals Corporation -- to install, maintain and use a railroad switch track over and across West Wabansia Avenue and North Besly Court.

Referred -- EXEMPTION OF MR. HOWARD ORLOFF AND MS. CAROL ORLOFF FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY TO PARKING FACILITY IN PROXIMITY TO 1924 NORTH PAULINA STREET.

Also, a proposed ordinance to exempt Mr. Howard Orloff and Ms. Carol Orloff from the physical barrier requirement pertaining to alley accessibility for the parking facility in proximity to 1924 North Paulina Street, 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 -- PERMISSION FOR TRAFFIC CLOSURE ON PORTION OF NORTH HOYNE AVENUE TO CONDUCT CHILDREN'S PROGRAM.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the North Hoyne Wesleyan Church, c/o Mr. Melvin Bronson, to close to traffic the 900 block of North Hoyne Avenue for the conduct of a children's program for the period extending August 17 through August 21, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- GRANT OF PRIVILEGE TO ST. PAUL FEDERAL BANK FOR SAVINGS FOR CONSTRUCTION AND MAINTENANCE OF OVERHEAD COMMUNICATIONS CABLE ADJACENT TO 6700 WEST NORTH AVENUE.

A proposed ordinance to grant permission and authority to St. Paul Federal Bank for Savings to construct, maintain and use an overhead communications cable adjacent to 6700 West North Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE IN FRONT OF 2627 NORTH HARLEM AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Ms. Rose L. Wolfe to conduct the Elmwood Park sidewalk sale in front of 2627 North Harlem Avenue, for the period extending July 15 through July 18, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN GILES (37th Ward):

Referred -- EXPRESSION OF SUPPORT FOR SIKHS OF KHALISTAN AND THEIR STRUGGLE FOR INDEPENDENCE.

A proposed resolution expressing support for the Sikhs of Khalistan and their struggle for independence and urging the government of India to withdraw its troops from Khalistan and pursue a more peaceful solution to their differences, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN CULLERTON (38th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 020(d) OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE OF NEW LIQUOR LICENSES WITHIN BOUNDARIES OF THIRTY-EIGHTH WARD.

A proposed ordinance to amend Title 4, Chapter 172, Section 020(d) of the Municipal Code of Chicago by adding thereto a new paragraph, to be known as Paragraph (19) which would disallow the issuance of new liquor licenses for

consumption on the premises within the boundaries of the 38th Ward as delineated in Title 2, Chapter 8, Section 660 of the Municipal Code of Chicago, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- APPROVAL OF PLAT OF SCHORSCH VILLAGE RESUBDIVISION LOCATED WITHIN FORMER RIGHT-OF-WAY OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD BETWEEN WEST ROSCOE STREET AND WEST SCHOOL STREET.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Schorsch Village Resubdivision located within the former right-of-way of the Chicago, Milwaukee, St. Paul and Pacific Railroad, between West Roscoe Street and West School Street, east of North Natoma Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO CATHOLIC BISHOP OF CHICAGO/SAINT BARTHOLOMEW CHURCH FOR MAINTENANCE AND USE OF AIR CONDITIONING SYSTEM.

Also, a proposed ordinance to grant permission and authority to the Catholic Bishop of Chicago/Saint Bartholomew Church to maintain and use an air conditioning supply system to provide air conditioning between Saint Bartholomew Church located on the north side of West Addison Street and Saint Bartholomew Grammar School located on the south side of West Patterson Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- EXEMPTION OF ALKHYAM GROCERY FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY ADJACENT TO 4738 NORTH KEDZIE AVENUE.

A proposed ordinance to exempt Alkhyam Grocery from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 4738 North Kedzie 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 O'CONNOR (40th Ward):

GOVERNOR JAMES EDGAR URGED TO SIGN PENDING LEGISLATION REQUIRING "SPEED-UP" PAYMENT TO BOARD OF EDUCATION NECESSARY FOR BALANCING SCHOOL BOARD BUDGET.

A proposed resolution reading as follows:

WHEREAS, The education of the 410,000 children currently enrolled in the Chicago Public Schools is of paramount importance to all the citizens of the great City of Chicago; and

WHEREAS, The scheduled opening of school of the fall term is now in jeopardy because the Board of Education has not been able to balance its budget for the upcoming school year; and

WHEREAS, The 156 Million Dollar shortfall will be virtually impossible to overcome without the traditional "speed-up" payment normally forthcoming from the State of Illinois in August; and

WHEREAS, Although both houses of the Illinois State Legislature passed legislation requiring this speed-up payment, the Governor has resisted signing the bill, thus requiring the Chicago Public Schools to cut even deeper into operating funds in order to replace the 46 Million Dollars it should generate; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in meeting this twenty-ninth day of July, 1992, A.D., do hereby urge the Chicago City Council to join hands with the State Legislature, the parents and school children of Chicago and all other concerned citizens and strongly urge Governor Edgar to immediately sign the pending legislation thus affording the Board of Education a reasonable chance to move expeditiously to make the remainder of the decisions necessary to balance their budget and guarantee the opening of schools on September 8, 1992.

Alderman O'Connor 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 O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- EXEMPTION OF PREMIER PEST ELIMINATION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY ADJACENT TO 5860 NORTH LINCOLN AVENUE.

Also, a proposed ordinance to exempt Premier Pest Elimination from the physical barrier requirement pertaining to alley accessibility for the parking

facility adjacent to 5860 North Lincoln 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 O'CONNOR (40th Ward),
ALDERMAN BEAVERS (7th Ward) And
ALDERMAN BURKE (14th Ward):**

ILLINOIS GENERAL ASSEMBLY URGED TO PROVIDE MEMORIAL LICENSE PLATES FOR SURVIVING SPOUSES OF SLAIN POLICE OFFICERS.

A proposed resolution reading as follows:

WHEREAS, The Illinois General Assembly has voted to honor Illinois residents who have made sacrifices and suffered in circumstances that benefit residents of the State of Illinois by offering free license plates displaying the circumstance of the sacrifice on the issued plate; and

WHEREAS, Police officers killed in the line of duty in Illinois have made the ultimate sacrifice for their state; and

WHEREAS, The family of a slain officer are placed in circumstances that may create financial hardship; and

WHEREAS, Regardless of financial hardship, the family of a slain officer should be honored for their sacrifices; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in meeting this twenty-ninth day of July, 1992, A.D., do hereby memorialize the Illinois General Assembly to amend the appropriate statute to provide memorial license plates for the spouse of a police officer whose life was taken in the line of duty.

Alderman O'Connor 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 O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALES AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed to hold sidewalk sales at the locations and for the periods noted, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

A & Z Party Center -- in front of 6185 North Canfield Avenue during the period of August 7 and 8, 1992; and

Edison Park Chamber of Commerce, c/o Mr. Stanley Banash -- on both sides of North Oliphant Avenue from 6680 to 6710, on both sides of North Oshkosh Avenue from 6710 to 6750, on both sides of North Oxford Avenue from 6670 to 6714, and on both sides of North Northwest Highway from 6650 to 6780, during the period of September 11 and 12, 1992.

Presented By

ALDERMAN NATARUS (42nd Ward):

AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN GOLD COAST ART FAIR.

A proposed order reading as follows:

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the 1992 Gold Coast Art Fair to be held August 7, 8 and 9, 1992.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

PERMISSION FOR TRAFFIC CLOSURE ON PORTION OF WEST ERIE STREET FOR CONDUCT OF "A TASTE OF RIVER NORTH".

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the River North Association, 70 West Hubbard Street, for the conduct of "A Taste of River North" to close to traffic West Erie Street, from North Clark Street to North Dearborn Street, for the period of August 7 through August 9, 1992 during the hours of 12:00 Noon to 8:00 P.M. each day.

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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

American National Bank and Trust Company of Chicago, under Trust Number 62451 -- to maintain and use a grease catch basin adjacent to 325 West Huron Street;

Cosmopolitan Bank and Trust -- to maintain and use a clock over the public way adjacent to 801 North Clark Street;

LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, under Trust Number 107701 -- to construct, maintain and use eleven bollards and four signs in and over the public way adjacent to 900 North Michigan Avenue;

North Michigan Avenue Limited Partnership -- to construct, maintain and use a glass and metal greenhouse and a canopy in the public way adjacent to 110 East Pearson Street;

Northwestern University -- to maintain and use an electrical tunnel, a utility service tunnel, a manhole and four transite korducts, an armored communications cable, a coaxial telephone communications cable and an underground audio-video cable in the general area of East Superior Street and North Fairbanks Court;

Oscar Mayer Foods Corporation -- to maintain and use a communications conduit adjacent to 1241 North Sedgwick Street;

Planet Hollywood Chicago, Incorporated -- to install, maintain and use windows, light beam bases, decorative elements and entrance canopies adjacent to 640 North LaSalle Street;

Waterstone's Booksellers (U.S.A.), Inc. -- to install, maintain and use two decorative planter boxes and three banners adjacent to 840 North Michigan Avenue; and

101 Grand Limited Partnership, doing business as Maggiano's Little Italy -- to install, maintain and use a trash compactor in the east/west public alley south of West Grand Avenue and adjacent to 516 North Clark Street.

Referred -- GRANT OF PRIVILEGE TO MARTINI BROS., INC. (DOING BUSINESS AS THE MARTINI RANCH) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Martini Bros., Inc., doing business as The Martini Ranch, to maintain and use a portion of the public way adjacent to 311 West Chicago Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO 110 EAST DELAWARE CONDOMINIUM ASSOCIATES.

Also, a proposed ordinance to amend an ordinance passed by the City Council on October 2, 1991 (Council Journal of Proceedings, page 6434), which authorized a grant of privilege to 110 East Delaware Condominium Associates, by striking from Paragraph 1 the permittee: "110 East Delaware Condominium Associates", and inserting in lieu thereof: "Michigan Place Condominium Association" and by striking the dimensions: "20 feet in length, nor 19 feet in width", and inserting in lieu thereof: "23 feet in length, nor 21 feet in width", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIAL EVENT FOOD LICENSE FEE FOR ANNUNCIATION GREEK ORTHODOX CATHEDRAL 1992 GREEK FOOD AND DANCE FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Special Event Food License fees for the Annunciation Greek Orthodox Cathedral 1992 Annual Greek Food and Dance Festival, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT LICENSE FEES FOR FOURTH ANNUAL AMERICAN INSTITUTE OF WINE AND FOOD MIDWEST MARKET.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for the Fourth Annual American Institute of

Wine and Food Midwest Market to be held at Navy Pier on Sunday, September 13, 1992, 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, three proposed orders authorizing the Director of Revenue 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:

Mr. Glen Joffe, doing business as Sangamon Gallery -- for one canopy at 1549 North Wells Street;

Ms. Helen Macheras, doing business as Teme Investment Company -- for one canopy at 56 East Walton Street; and

Waterstone's Booksellers (U.S.A.) Inc. -- for one canopy at 840 North Michigan Avenue.

Referred -- REQUISITION FOR INSTALLATION OF BOLLARDS ON PORTION OF WEST DIVISION STREET.

Also, a proposed order requesting the Commissioner of Transportation to install five bollards on the north side of West Division Street at its intersection with North Orleans Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 200 OF MUNICIPAL CODE OF CHICAGO BY ADDING NEW SECTION 010 TO IMPOSE LICENSING FEES AND REQUIRE TRAINING PROGRAMS FOR MOTION PICTURE PROJECTIONISTS.

A proposed ordinance to amend Title 4, Chapter 200 of the Municipal Code of Chicago by repealing Sections 010 through 180 and by adding a new section, to be known as Section 010, which would establish a motion picture projectionist license fee for all persons or entities displaying motion pictures at public or private gatherings (excluding not-for-profit organizations), and to require said persons or entities which charge an admission fee to maintain training programs for motion picture projectionists, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO GRANT HOSPITAL FOR MAINTENANCE OF INSPECTION MANHOLE ADJACENT TO 550 WEST GRANT PLACE.

Also, a proposed ordinance to grant permission and authority to Grant Hospital to maintain and use an inspection manhole adjacent to 550 West Grant Place, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO MAINTAIN EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue 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:

Christopher's on Halsted -- for one canopy at 1633 North Halsted Street; and

2650 Lake View Condominium Association -- for one canopy at 2650 North Lake View Avenue.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

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:

Mr. Samuel R. Aiello -- to construct, maintain and use two lint basins adjacent to 3435 North Southport Avenue; and

Allied Film and Video -- to install, maintain and use a water sampling chamber basin adjacent to 1322 West Belmont Avenue.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Also, two 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:

Little Bucharest, Inc., doing business as Little Bucharest Restaurant -- 3001 North Ashland Avenue; and

Ms. Nancy Reiff, doing business as Mambo Mambo Expresso Bar and Gallery -- 2819 North Southport Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF VENDOR LICENSE FEES FOR ITINERANT MERCHANTS PARTICIPATING IN BROADWAY ART FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the vendor license fees for the itinerant merchants participating in the Broadway Art Fair to be held on both sides of North Broadway, from West Melrose Street to West Diversey Parkway, for the period extending August 14 through August 16, 1992, 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, three proposed orders authorizing the Director of Revenue 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:

Ms. Jennie Ogata, doing business as Triangle Camera, Inc. -- for one canopy at 3445 North Broadway;

Shirts Illustrated -- for one canopy at 3315 North Broadway; and

White Hen Pantry, Inc. -- for one canopy at 3101 North Broadway.

Presented By

ALDERMAN HANSEN (44th Ward) And ALDERMAN SHILLER (46th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF VENDOR LICENSE FEES FOR ITINERANT MERCHANTS PARTICIPATING IN NORTH HALSTED AREA MERCHANTS ASSOCIATION MARKET DAYS, STREET CARNIVAL AND SIDEWALK SALE.

A proposed order authorizing the Director of Revenue to waive the Vendor License fees for the itinerant merchants participating in the North Halsted Area Merchants Association Market Days, Street Carnival and Sidewalk Sale (a City sponsored event) to be held on both sides of North Halsted Street, between West Addison Street and West Belmont Avenue; on both sides of West Cornelia Avenue, between North Halsted Street and a point 150 feet east of North Halsted Street; and on both sides of West Buckingham Place, from North Halsted Street to a point 150 feet west of North Halsted Street, during the period of August 1 and 2, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented For

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPIES AT 5943 NORTH ELSTON AVENUE.

A proposed order, presented by Alderman Hansen, authorizing the Director of Revenue to issue a permit to G.F.H. Enterprises, Inc. to maintain and use three canopies attached to the building or structure at 5943 North Elston Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN SHILLER (46th Ward):

PERMISSION FOR TRAFFIC CLOSURE ON PORTION OF NORTH CLIFTON STREET FOR CONDUCT OF BLOCK PARTY.

A proposed order reading as follows:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Alderman Helen Shiller (46th Ward), to close to traffic North Clifton Street, between West Montrose and West Sunnyside Avenues for the conduct of a block party for the period of September 8 through September 11, 1992, during the hours of 7:00 A.M. and 7:00 P.M. each day.

Alderman Shiller 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 Shiller, the foregoing proposed order was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the

physical barrier requirement pertaining to alley accessibility for the parking facilities for the locations specified, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Mr. John Gillespie -- 4072 North Sheridan Road; and

Joseph Stockton Elementary School -- 4420 North Beacon Street.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PLAYLOT NUMBER 457 AS "POLICE OFFICER RICHARD CLARK PLAYGROUND".

A proposed resolution urging the City Council to consider renaming the recreational facility known as Playlot Number 457 lying on the East Bank of the Chicago River on Rivers Edge Path, between West Addison Street and West Belmont Avenue as "Police Officer Richard Clark Playground", which was *Referred to the Committee on Parks and Recreation.*

Presented For

ALDERMAN SCHULTER (47th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 130 OF MUNICIPAL CODE OF CHICAGO TO LIMIT TRANSFER OF CERTAIN OWNERSHIP INTEREST OF EXISTING LIQUOR LICENSES AND TO DISALLOW TRANSFER OF LATE HOUR LIQUOR PRIVILEGES WITHIN FORTY-SEVENTH WARD.

A proposed ordinance, presented by Alderman M. Smith, to amend Title 4,

Chapter 172, Section 130 of the Municipal Code of Chicago by renumbering existing Paragraphs "f" through "i" as Paragraphs "g" through "j" (including appropriate technical corrections), and by adding a new Paragraphs "f" which would limit the transfer of certain ownership interest of existing liquor licenses and prohibit the conveyance of late hour liquor privileges unless a new application is filed, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- COMMITTEE ON HEALTH URGED TO EVALUATE NUTRITION POLICIES OF CITY-SPONSORED DAY CAMP PROGRAMS.

Also, a proposed resolution, presented by Alderman M. Smith, urging the City Council Committee on Health to evaluate the nutrition policies of City sponsored day camp programs to determine any inefficiencies therein with regard to the handling of foodstuffs, which was *Referred to the Committee on Health.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF FREE PERMITS FOR UPTOWN CHAMBER OF COMMERCE SIDEWALK SALE.

A proposed ordinance directing the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation and the Director of Revenue to issue all necessary permits, free of charge, to the Uptown Chamber of Commerce for the conduct of a sidewalk sale to be held during the period of July 16 through July 19, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- GRANT OF PRIVILEGE TO 7617 -- 7619 NORTH EASTLAKE TERRACE TOWNHOUSE ASSOCIATION FOR INSTALLATION AND MAINTENANCE OF DRIVEWAY GUARDRAIL ADJACENT TO 7619 NORTH EASTLAKE TERRACE.

Also, a proposed ordinance to grant permission and authority to 7617 -- 7619 North Eastlake Terrace Townhouse Association for the installation, maintenance and use of a driveway guardrail adjacent to 7619 North Eastlake Terrace, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Andersonville Chamber of Commerce, c/o Ms. Catherine Rondinelli, for the conduct of a sidewalk sale to be held on both sides of North Clark Street, between West Winnemac Avenue and West Bryn Mawr Avenue, for the period extending August 6 through August 9, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR WAIVER OF LICENSE FEES FOR PARTICIPANTS IN ANDERSONVILLE CHAMBER OF COMMERCE SIDEWALK SALE.

Also, a proposed order directing the Commissioner of Transportation to waive the license fee for the participants in the Andersonville Chamber of Commerce Sidewalk Sale to be held in the 5033 through 5600 blocks of North Clark Street, for the period extending August 6 through August 9, 1992, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- CITY PURCHASING AGENT URGED TO REISSUE REQUEST FOR PROPOSALS TO OPERATE MUNICIPAL REFUSE RECYCLING FACILITIES.

A proposed resolution urging the City Purchasing Agent to reissue requests for proposals to operate Municipal Refuse Recycling Facilities and to refrain from awarding any such contract to Waste Management, Inc., which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

ALDERMAN STONE (50th Ward):

TRIBUTE TO LATE MR. JAMES J. TORTORELLI.

A proposed resolution reading as follows:

WHEREAS, James J. Tortorelli was called to his eternal rest on July 19, 1992, at the age of eighty-eight; and

WHEREAS, "Jimmie" Tortorelli was beloved by thousands of his students who attended Tuley High School where he taught for forty-one years as physical education teacher, basketball and football coach; and

WHEREAS, Jimmie was a dedicated person, not only as a coach and teacher, but as a true builder of character, particularly of the young men he coached and taught; and

WHEREAS, James J. Tortorelli is survived by his wife, Anna; a son, James; and one grandson; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this twenty-ninth day of July, 1992, take note of the passing of a dedicated citizen and teacher and do hereby

extend our deepest and heartfelt sympathy to the family of James J. Tortorelli; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of James J. Tortorelli.

Alderman Stone 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 Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF WEST BIRCHWOOD AVENUE.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Planning and Development is hereby directed to prepare an ordinance for the vacation of that part of West Birchwood Avenue lying east of the northerly extension of the east line of North Oakley Avenue for Richard Roy (File No. 30-50-92-1692); 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO MR. DOMINICK REEBIE (DOING BUSINESS AS REEBIE STORAGE AND MOVING COMPANY) FOR INSTALLATION AND MAINTENANCE OF LIFT-GATE LOADING PLATFORM ADJACENT TO 6542 NORTH CLARK STREET.

Also, a proposed ordinance to grant permission and authority to Dominick Reebie, doing business as Reebie Storage and Moving Company, for the installation, maintenance and use of a lift-gate loading platform adjacent to 6542 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

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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):

The Adler Planetarium -- for remodeling of existing office spaces on the premises known as 1300 South Lake Shore Drive.

Galileo School -- for rehabilitation of school building on the premises known as 820 South Carpenter Street.

Public Building Commission of Chicago/Board of Education of Chicago -- for demolition of existing school building and construction of new school building for John C. Haines Elementary School on the premises known as 247 West 23rd Place.

BY ALDERMAN BUCHANAN (10th Ward):

Catholic Archdiocese of Chicago/Saint Florian Church -- for renovation of existing structures on the premises known as 13145 South Houston Avenue.

Catholic Archdiocese of Chicago/Saint Kevin Church -- for renovation of existing church and school structures on the premises known as 10501 -- 10513 South Torrence Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Ruby Construction Company, Inc., 5528 North Western Avenue -- for construction of Airside/Landside Security Project (Phase II) Terminal II in the premises known as Chicago O'Hare International Airport.

BY ALDERMAN NATARUS (42nd Ward):

The University of Chicago -- for construction of a seven-story building on the premises known as Cityfront Center, located east of Michigan Avenue, west of Columbus Drive and north of the Chicago River.

BY ALDERMAN MOORE (49th Ward):

The Center for the Rehabilitation and Training of Persons with Disabilities -- for construction on the premises known as 7521 North Hoyne Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BLOOM (5th Ward):

Lakeview Living Center, 7270 South South Shore Drive.

The Quadrangle Club, 1155 East 57th Street.

BY ALDERMAN FARY (12th Ward):

Clarence Darrow Center, 4340 South Lamon Avenue.

Clarence Darrow Center Ryder Full Day Head Start Program, 4410 South LaPorte Avenue.

Clarence Darrow Center Title XX Latch Key Program, 4340 South Lamon Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

The Woodland Early Childhood Development Center, 950 East 61st Street.

BY ALDERMAN MEDRANO (25th Ward):

Schwab Rehabilitation Center, 1401 South California Avenue.

BY ALDERMAN WOJCIK (35th Ward):

Logan Square Groups (AA), 3951 West Fullerton Avenue.

Saint Joseph Nursing Home, 2650 North Ridgeway Avenue.

BY ALDERMAN BANKS (36th Ward):

Shriners Hospital for Crippled Children, 2211 North Oak Park Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

M & M Foundation for the Retarded, 5666 North Lincoln Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Edison Park Lutheran Church Day Care Center, 6626 North Oliphant Avenue.

BY ALDERMAN NATARUS (42nd Ward):

The Arts Club of Chicago, 100 East Ontario Street.

New City Young Men's Christian Association Family Activity Center, 1515 North Halsted Street.

BY ALDERMAN EISENDRATH (43rd Ward):

Little Sisters of the Poor, 2325 North Lakewood Avenue.

BY ALDERMAN HANSEN (44th Ward):

Temple Sholom Title XX Day Care Center, 3480 North Lake Shore Drive.

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive.

The American Islamic College, 640 West Irving Park Road.

BY ALDERMAN M. SMITH (48th Ward):

The Self Help Home, 908 West Argyle Street (2).

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN MAZOLA (1st Ward):

DePaul University, various locations -- annual sign inspection fee, annual mechanical ventilation inspection fee, annual canopy and revolving door inspection fees, annual building inspection fees and annual public place of assembly inspection fees (5).

The Salvation Army, 1515 West Monroe Street -- "No Parking" sign permits.

BY ALDERMAN PRECKWINKLE (4th Ward):

Lutheran School of Theology at Chicago, various locations -- annual building inspection fees.

BY ALDERMAN FARY (12th Ward):

Misericordia Home South, 2916 West 47th Street -- annual fuel burning equipment inspection fees.

BY ALDERMAN GUTIERREZ (26th Ward):

Saint Elizabeth's Hospital, 1431 North Claremont Avenue -- building inspection fees.

BY ALDERMAN GABINSKI (32nd Ward):

Facets Multimedia, Inc., 1517 West Fullerton Avenue -- annual public place of assembly inspection fees.

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House & Health Care Center, 3831 North Mozart Street -- "No Parking" sign permits.

BY ALDERMAN NATARUS (42nd Ward):

The Catholic Archdiocese of Chicago, 739 North Wabash Avenue -- annual building inspection fee.

Northwestern Memorial Hospital, various locations -- annual sign inspection fees.

BY ALDERMAN EISENDRATH (43rd Ward):

Grant Hospital of Chicago, 550 West Webster Avenue -- annual sign inspection fees.

Little Sisters of the Poor, 2300 North Racine Avenue -- annual building inspection fee.

Moody Bible Institute, 1609 North LaSalle Street -- annual public place of assembly inspection fee.

REFUND OF FEES:

BY ALDERMAN DOHERTY (41st Ward):

Edison Park Lutheran Church Day Care Center, 6626 North Oliphant Avenue -- refund in the amount of $75.00.

BY ALDERMAN NATARUS (42nd Ward):

LaSalle Mortgage & Realty Company, Inc., 860 North Dewitt Place -- refund in the amount of $368.00.

WAIVER OF FEES:

BY ALDERMAN EVANS for
ALDERMAN STEELE (6th Ward):

7100 South Prairie Avenue Block Club -- waiver of installation of residential post light fees.

BY ALDERMAN GUTIERREZ (26th Ward):

Norwegian American Hospital, 1044 North Francisco Avenue -- waiver of water meter charges.

BY ALDERMAN GILES (37th Ward):

Dr. Arthur Lockhart Foundation, 4860 West Chicago Avenue -- waiver of demolition fees.

WATER RATE EXEMPTION:

BY ALDERMAN STONE (50th Ward):

Misericordia Heart of Mercy Home, 1940 West Granville Avenue.

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN PRECKWINKLE (4th Ward):

Birch, David D.
Brooks, Beulah R.
Chappell, Ella
Coleman, Robert L. F.
Duplain, Horace J.
Geaither, Barbara U.
Goodman, William
Gordon, Sheffield
Hayes, James A.
Hill, Norma L.
Ito, Jean A.
Ivory, Marian
Koger, John W.
Kruse, Gwendolyn P.
Lippert, Robert
Marchant, Frank A.
Matthews, Martin B.
McCoy, George R.
Millet, Jessie R.
Mitchell, Eddlene G.
Perlman, Nellie
Pullins, Elsie D.
Rosenstein, Hortense E.
Saxon, Evelyn M.
Scheff, Lawrence J.
Smith, Thelma
Spratling, Zessie M.
Sugarman, Goldie G.
Tarson, Phyllis
Tyskling, Antoinette
Ware, Brack
Wilkerson, John M.

BY ALDERMAN BLOOM (5th Ward):

Breslauer, Stephanie
Jones, Joan L.
Paris, Katie S.
Rubin, Mischa

Shular, Clarence L.

Spaulding, George L.

Zesmer, David M.

BY ALDERMAN EVANS for *ALDERMAN STEELE* (6th Ward):

Reed, Jesse A., Jr.

BY ALDERMAN TROUTMAN (20th Ward):

Jenny, Louise A.

Walker, Charles C.

BY ALDERMAN LASKI (23rd Ward):

Librizzi, Ninette A.

Liudzius, Mary

Luka, Anita

Radostitz, Rose

Sopron, Mary

BY ALDERMAN CULLERTON (38th Ward):

Borland, Elizabeth C.

Clark, Charles A.

Finn, John F.

Gall, Lydia E.

Ginosi, Mary C.

Hellberg, Sally A.

Hynes, William F.

Johnson, Herman F.

Linwood, Richard A.

Mauro, Philip R.

Mertes, Elmer M.

Moran, Isabel W.

Signalos, James G.

BY ALDERMAN O'CONNOR (40th Ward):

Balter, Esther
Black, Bernard
Cannell, Leo
Davis, Violet
Einhorn, Ester
Farbstein, Isadore
Fink, Norman
Holtzberg, Belle
Kawabata, Mary
Kosover, Anna
Kovitz, Molly
Krajcer, Uda
Mitchell, Asher J.
Okabe, Thomas S.
Petrarca, Angelo A.
Pollack, Rose
Prestal, Alice
Ripstein, Edith
Rosenberg, Selma
Schrager, Lucille
Shaulis, Felix H.
Stein, Stanley
Teichman, Naomi
Tischer, George C.
Wishinsky, Jehoshua

BY ALDERMAN DOHERTY (41st Ward):

Anderson, Mary
Arkuszewski, Frank
Banek, Frances
Beasley, Wieslawa
Bell, Robert W.
Berg, Alyce
Blowers, Helen
Bruno, Rose
Buerger, Charles
Burkoth, Dorothy
Clasen, Vivian
Craig, Charles
Crowley, Frank J.
DeMichael, Mary
Denardis, Eria
Diezel, Norma

DiMaggio, June
Dindia, Mary
Dolan, Wilbert
Donovan, Louise
Drewienkowski, Frank
Frank, Lillian C.
Freeman, Harold
Fuchssteiner, Virginia
Garvey, John
George, Philip
Gettes, Dorothy
Giambrone, Anna
Hansen, Kenneth
Herzer, Ruth
Hoehne, Irma
Ides, Olga
Jacobsen, Laurette
Kaczmer, Eleanor
Kulma, Marie
Linas, Dorothy
Lurtz, Doris
Lydon, Sarah
Mantell, Asher
Marshall, Stephanie
Moran, Marie
Murphy, Mary J.
Murray, Gertrude
Myers, Ruth
Pursley, Mary
Reder, Muriel
Richter, Margaret
Romano, James
Sadler, Lillian
Salomone, Dorothy
Sidley, George
Szypulski, Dorothy
Tyler, Lucille
Wasilewski, Edmund
Wesolowski, Oscar
Wezalis, Edward
Wiestawa, Beasley
Wolowicki, Edmund

BY ALDERMAN NATARUS (42nd Ward):

Allen, Elise
Bodney, Dorothy J.

Botterill, Milton
Bransfield, Gertraud Y.
Carter, Helen Z.
Chakiris, Kenneth M.
Clingman, Ann A.
Connell, William M.
Cooney, Rita M.
Cooper, Ralph
Cronin, Mary B.
Day, Thomas H.
Edsom, Eugene H.
Flory, William N.
Foster, Eleanor F.
Friello, Bert A.
Green, Viola M.
Grossman, Ruth
Hindman, Don J.
Holland, Bernadine
Horwitch, Adeline
Jaye, Arthur N.
Kantowicz, Norbert S.
Kovacevic, Radoslav
Leaf, Margery E.
Lieberman, Richard W.
Mann, Belle S.
Medow, Arthur
Miller, Robert C.
Morrison, Naomi
Paris, Irene R.
Perlman, Anita M.
Pritzker, Jay A. and Mirian F.
Rice, Duane C.
Ross, Edward W.
Rothschild, Viola
Schwartz, Robert A.
Weinstein, Mayer

BY ALDERMAN EISENDRATH (43rd Ward):

Allesee, Raoul
Baldwin, Dewitt
Boddy, Marjorie
Boyden, Dorothy
Epple, Elisabeth
Fracassi, Margaret
Friedkin, Margaret
Gaffney, Alice

Guzik, Lillian
Hartenstein, Lorraine
Heller, Suzanne
Hirschman, Doris
Kasakoff, Gertrude
Katz, William
Kirsch, Norton
Kirschbaum, Charlotte
Lancaster, Clare
Lipsey, Lillian
Logan, Cyrel
Lynch, Daniel J.
McKerr, George
Paschen, Maria T.
Pawlow, Beverly
Salinaro, Joseph
Sill, Marguerite
Springer, Olga
Steiger, Marion
Taghert, Francis
Wagner, Betty
Winner, Albert
Zarzycki, Alice

BY ALDERMAN HANSEN (44th Ward):

Black, Sylvia
Burke, Patrick
Buxbaum, Florence
Cohen, Rose
Dooley, Barbara
Eisenberg, Jack
Fisher, Marilyn
Hartman, Herold
Kaplan, Dave
Kessler, Elaine
Lauren, Bernard
McGrath, Thomas
Perlow, Bertha
Schorsch, Hildegarde
Steinitz, Franz
Swiss, John
Tsoumas, Mary
Usiskin, Nathan
Wales, Carolyn

BY ALDERMAN LEVAR (45th Ward):

Adams, James J.
Becker, Mildred
Bischoff, Ursula D.
Blumka, Irene B.
Boanta, Sadie
Boettcher, Edward H.
Borowski, Euphemia
Boyan, Maria
Calabrese, Thomas
Cameron, Hugh M.
Costabile, Frank
Diana, Angelo
Dunn, Larita A.
Edwards, Frances G.
Elke, Marie
Francisco, Cassius
Franzen, Florence H.
Frese, Anna G.
Geist, Edith M.
Grigg, Albert
Hermann, Dorthea
Houston, Helen
Kees, Marie
Kopanke, Frieda A.
Kraemer, Mildred H.
Kuenstle, Adeline
Lane, Clara
Loughran, Cecelia M.
McNulty, Mary B.
Ostrowski, Adam
Rapp, Edna M.
Shepard, Anne
Spiropoulos, Jeanne
Szarek, Edward J.
Taffs, Audrey
Theefs, Frieda A.
Wertz, Evelyn L.
Wirth, Edward D.
Wrobel, Eleanor M.
Yep, Rose
Zwiefka, Irene

BY ALDERMAN SHILLER (46th Ward):

Antic, Milica
Baum, Sidney
Di Gesare, Mary
Epstein, Gayola
Griffin, Mary A.
Handler, Arnold
Herbster, Ora Lee
Hirsch, Edith D.
Komornik, Emma
Long, Willie
Meyers, Norman B.
Perlstein, Shirley R.
Rossuck, Bernice M.
Saltiel, Natalie
Shabat, Oscar E.
Siegel, Lester
Simon, Rivadelle
Thousand, Lucille R.
Zemel, Albert I.

BY ALDERMAN M. SMITH for *ALDERMAN SCHULTER* (47th Ward):

Allen, Marion
Arado, Irene
Baker, Wayne
Basnik, Eleanore
Becker, Molly
Blie, Max
Bolduc, Clara
Breslin, John
Broman, Eleanor
Brzostek, Marie
Burda, Helen
Corso, Anthony
Crenshaw, May
Cupuro, Catherine
Cuzas, Casimira
Cuzbek, Aniela
Daddono, Leonard
Dersey, Theresa
Dienes, Florence
Disilvio, Joe

Evans, Laura
Glass, Charlotte
Gorney, Francis
Gronli, Geir
Gulbransen, Viola
Guzzardo, Catherine
Hardy, Nell
Haynes, Edith
Hoban, Irene
Hollinger, Lateifah
Hoppe, Evelyn
Hoppe, Gottlieb
Kantor, Anna
Krakover, Eva
Liguari, John
Lukoff, Laura
Luna, Angel
Moore, Dorothy
Pennisi, Anthony
Popescu, Sofia
Reed, Odolia
Schaefer, Marie
St. John, Mary
Stahl, Arthur
Sweiding, Dorothy
Tarkowski, Edmund
Thomas, Clarence
Tiongson, Perfecto
Tousley, Edith
Valdes, Arturo
Vasquez, Julia
Vasquez, Rosa
Walsh, Clarence
Walsh, Vivian
Wentzlaff, Anna
White, Chester
Wilkerson, Myrtle
Zajdel, Chester
Zukowski, Josephine

BY ALDERMAN M. SMITH (48th Ward):

Ablin, Sylvia
Adler, Ruth P.
Anderson, Ruth M.
Angel, Joseph

Arnold, Laurence
Aufrecht, Lotte
Baltrukonis, Kazimieras
Baron, Molly
Beck, Jane S.
Beretvas, Helen
Berkowitz, Shirley J.
Born, Arthur
Brauerman, Beatrice
Brieland, Donald
Burton, Dorothy
Cawley, Virginia M.
Chambers, Marion F.
Christensen, Lorin D.
Clayton, Hy
Cohan, Rose
Cohen, Julius
Cole, Ronald N.
Courialis, Basil
Daitch, Lillian
Davis, Alvin G.
Dolton, Ralph
Dordek, Etta
Dunst, Trude
Edelstein, Albert
Ellegant, Eileen
Facchine, Patricia M.
Farkas, Lenke
Feder, Ida
Fefer, Seymour
Finke, Wallace E.
Freilich, Pauline M.
Friedman, Jack B.
Frost, Lewis S.
Gatsis, Mary G.
Gerber, Ben
Giddens, Mildred
Gorman, Luvina L.
Grist, Wallace Samuel
Hahn, Robert J.
Hansen, Grace V.
Hertz, Margot S.
Hess, Viktor A.
Hirsch, Ester G.
Hubick, Gloria B.
Isaacson, Mollie
Jacobs, Frances L.
Jacobsson, Patricia A.
Jaguden, Irving J.
Johnson, William S.

Kajiwara, Frank M.

Kamen, Jeanette

Kamm, Gaye G.

Kaplan, Minnie M.

Kasmark, Frank M.

Kloeckner, Shirley K.

Kosky, Louis and Lee

Kress, Mildred S.

Krug, Ann

Kushner, Rae

Kutchins, Bernice L.

LaPalio, Philip

Leavitt, Anne S.

Lebensohn, Sara K.

Lebowitz, Sam

Levin, Helen

Levin, Leona M.

Levin, Manny

Lichtenstein, Esther P.

Lynch, Jane F.

MacDonald, Mary Jane

Markowitz, Jennie

Massouda, Gamal Y.

McIntyre, Lawrence F.

McWhorter, Carl O.

Miller, William

Nakayama, Joe

Nieman, Marianne

Nuckolls, Margaret M.

O'Connor, Madlyn C.

Peterson, Richard W.

Ramsey, Clarence

Rice, Sylvia

Richards, Sabina M.

Rifkind, Sadie

Riordon, Daniel P.

Ristic, Liliana

Root, Jean W.

Rosen, Roma

Rosen, Ruth

Rosenberg, Marilyn

Sadowsky, Maurice J.

Sanes, David

Sato, Aya Y.

Schmidt, Marion V.

Schroeder, Camille

Shortino, Agnes M.

Siegler, Ilse

Silverman, Milton and Bertha

Simon, Dorothy O.

Solomon, Perle
Sperber, Rudolph
Stern, Henny
Stoll, Sanford P.
Szegho, Constantin S.
Tanaka, Yoshi
VanDermark, Dorothy L.
Vishny, Louis L.
Vogt, Ruth E.
Wagner, Harry
Wallace, Clara
Wertheimer, Alfred

BY ALDERMAN MOORE (49th Ward):

Gerrick, Dorothy
Hecht, Marcita A.

BY ALDERMAN STONE (50th Ward):

Abromowitz, Nathan
Ancell, Irving
Ansell, Theodore
Bender, Anna M.
Benveniste, Jack
Bergman, Charlotte
Bernberg, Jean
Betensky, Bertha
Braverman, Aleksandra
Bryskin, Florence
Campbell, Martha B.
Carlson, Lela Mae
Cherkasky, Arthur
Covelli, Josephine
Dennen, Sidney
Elbaum, Aron
Epstein, Frieda
Epstein, Gladys
Galley, Polly R.
Glick, Bess
Glustoff, Evelyn A.
Goldman, Echo
Goloff, Jeanette
Gonnerman, Cecile
Goodman, Harry
Goodman, Lillian

Gordon, Minnette
Gordon, Muriel
Grauer, Harry
Hanrahan, Mary Margaret
Hansen, Florence L.
Harkins, Mable
Heyman, Dorothy
Hoffman, Bernard
Kaghan, Madge
Kaplan, Arie
Korostoff, Esther H.
Kran, Eleanor
Kreiman, Sidney
Kupperman, Marian
Leavitt, Ben
Letchinger, Marvin
Meilach, Mildred
Mendelson, Jeanette
Miller, Naomi
Moonin, Betty R.
Morgon, Gordon G.
Munson, Harry
Nowicki, Andrew
O'Meara, Alice
Pool, Anne I.
Price, Elizabeth
Randall, Goldie
Riebe, Eva M.
Rosen, Leon
Rosman, Bella
Ruben, Ethel
Schechter, Clara S.
Siegal, Lena
Simmons, Dorothy
Solar, Dorothy
Spicer, Gretchen
Steinberg, Irving
Subletter, Albert
Touhy, James E.
Tuchten, Irwin
Unterman, Abe M.
Vanderstraeten, Pauline S.
Volehenbaum, Bessie
Walkarz, Sara T.
Weber, Seymour S.
Wiener, Teresa S.
Wolf, Mildred
Yachwan, Anna

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (July 7, 1992).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on July 7, 1992, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* said printed Official Journal as follows:

Page 19085 -- by deleting the phrase "The 1992 Series A Bonds" appearing in the fifth line from the bottom of the page and inserting in lieu thereof the phrase "The 1992 Series B Bonds".

Page 19088 -- by deleting the phrase "Series B Adjustment Rate Bonds" appearing in the first line at the top of the page and inserting in lieu thereof the phrase "Series B Adjustable Rate Bonds".

Page 19088 -- by deleting the phrase "Attached by the City Clerk" appearing in the eighth line from the bottom of the page and inserting in lieu thereof the phrase "Attested by the City Clerk".

Page 19109 -- by deleting the phrase "City of" appearing in the eighth line from the top of the page and inserting in lieu thereof the word "City".

Page 19187 -- by deleting the phrase "Fixed Commercial Paper Rate" appearing in the fifth line from the top of the page and inserting in lieu thereof the phrase "Fixed Rate, and, in addition, distinct Sub-Series of the Bonds bearing interest at a Commercial Paper Rate".

Page 19194 -- by deleting in their entirety the fifth and sixth lines from the bottom of the page and inserting in lieu thereof the language "No Recourse Against Others. No member, official, officer, agent or employee, as such, of the City shall have any liability for any obligations . . . ".

Page 19248 -- by inserting the following language at the bottom of the page:

On motion of Alderman Burke, the foregoing proposed ordinance was Passed by yeas and nays as follows:

Yeas -- Aldermen Mazola, Rush, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, Doherty, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The motion to correct *Prevailed.*

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal, as corrected, and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL CORRECTIONS.
(June 17, 1992)

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, June 17, 1992, as follows:

Page 17796 -- by deleting in their entirety the fourth through seventeenth lines from the bottom of the page and inserting in lieu thereof the following:

North Bissell Street	From North Dayton Street property line to a point 100 feet south of West Armitage Avenue property line (both sides) -- 6:00 P.M. to 12:00 Midnight -- Zone 143.

Page 17797 -- by deleting in their entirety the second through twenty-second lines from the top of the page and inserting in lieu thereof the following:

North Dayton Street	From the second south column of the C.T.A. "L" structure to a point 100 feet south of the West Armitage Avenue property line (both sides) -- 6:00 P.M. to 12:00 Midnight -- Zone 143;
North Fremont Street	From North Bissell Street to a point 100 feet south of West Armitage Avenue property line (both sides) -- 6:00 P.M. to 12:00 Midnight -- Zone 143.

Page 17798 -- by deleting in their entirety the sixth through twenty-second lines from the top of the page and inserting in lieu thereof the following:

West Willow Avenue	From the first alley west of North Halsted Street to North Bissell Street -- 6:00 P.M. to 12:00 Midnight -- Zone 143;
West Wisconsin Street	From the first alley west of North Halsted Street to North Sheffield Street -- 6:00 P.M. to 12:00 Midnight -- Zone 143.

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT WITH UNITED STATES SOCCER FEDERATION, INC. FOR RELOCATION OF HEADQUARTERS TO CHICAGO, ILLINOIS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of Proceedings of July 7, 1992, pages 18455 through 18457, recommending that the City Council pass a proposed ordinance authorizing a loan agreement with the United States Soccer Federation in the amount of $300,000 for the purpose of assisting the Federation in moving its headquarters to Chicago.

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

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and as such may legislate with respect to matters which pertain to its local governmental affairs; and

WHEREAS, The Mayor's Office of Special Events has encouraged the relocation of the United States Soccer Federation, Inc. (the "Borrower") to the City to stimulate and promote the game of soccer in the City; and

WHEREAS, The Department of Planning and Development ("D.P.D.") of the City has as its primary purpose the creation of additional employment

opportunities in the City through the attraction or expansion of economic development activity in the City; and

WHEREAS, The Borrower has made a request to D.P.D. to borrow $300,000 (the "Loan") for relocation expenses incurred as a result of moving its headquarters from Colorado Springs, Colorado, to the City; and

WHEREAS, D.P.D. has reviewed and approved the request 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 and made a part hereof.

SECTION 2. The Commissioner of D.P.D. is authorized to enter into and execute a loan agreement, subject to approval by the Corporation Counsel, with the Borrower with respect to the Loan, said loan agreement to contain those terms and conditions which are outlined in Exhibit A attached hereto and made a part hereof.

SECTION 3. The Commissioner of D.P.D. is further authorized to enter into and execute, subject to approval of the Corporation Counsel, such other documents as may be necessary and proper to implement the terms of the loan agreement.

SECTION 4. This ordinance shall be effective from and after its date of passage and publication as provided by law.

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

Exhibit "A".

Terms And Conditions.

Borrower:	United States Soccer Federation, Inc., a New York not-for-profit corporation.
Address:	1801 -- 1811 South Prairie Avenue Chicago, Illinois 60616.
Amount:	Up to $300,000.

Interest Rate: Three percent.

Term: Five years.

AMENDMENT OF TITLE 17, ARTICLE XI, SUBSECTION 11.11-1(n) OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY REGULATING DEVELOPMENT OF LAND ALONG CITY WATERWAYS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 7, 1992, pages 18930 through 18932, recommending that the City Council pass a proposed ordinance amending Title 17, Article XI, Subsection 11.11-1(n) of the Municipal Code of Chicago (Chicago Zoning Ordinance) regulating the development of land along the City's waterways.

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

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 11.11-1(n) of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, is hereby amended by deleting the language bracketed and adding the language in italics, as follows:

(n) The development of land *with any building or parking area, where any portion of the land is located within 100 feet of any waterway,* [adjacent to any waterway and which consists of one (1) acre or more, net site area,

or has a water frontage of two hundred (200) feet or more,] shall be permitted only when processed as a planned development subject to the provisions herein; provided, however, that *the repair or rehabilitation of any portion of an existing building, structure or parking area shall be exempt from this requirement. Additionally, outside the area bounded by Chicago Avenue, Lake Michigan, Cermak Road and Halsted Street, the following shall also be exempt from this requirement; (i) residential structures containing three or fewer dwelling units and structures which are accessory or additions thereto; and (ii) other buildings, structures or parking areas which are accessory or an addition to an existing building, structure or use and are either 500 square feet or less in enclosed floor area or are set back a minimum of 30 feet from the waterway. Notwithstanding the foregoing, such exempt development* [any such development meeting neither of these criteria, but having one hundred (100) feet or more of water frontage or consisting of ten thousand (10,000) square feet or more of area] may be considered for planned development upon application subject to the provisions herein [; such]. *The* waterways *subject to this provision* shall include: Chicago River Main Branch, Chicago River North Branch and North Branch Canal, Chicago River South Branch and South Fork of the South Branch, North Shore Channel, Chicago Sanitary and Ship Canal, Calumet River and Lake Calumet, Little Calumet River, Grand Calumet River, Wolf Lake, and Des Plaines River [;] . [further provided, however, that residential structures containing not more than three dwelling units shall be exempt from this provision.] *Measurements of distance shall be made from the high water mark boundary of the waterway along an axis generally perpendicular to the waterway. The provisions of Sections 11.11-1(o) and (p) hereof shall not be applicable to this Section 11.11-1(n).*

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

AMENDMENT OF TITLE 17, ARTICLE XI, SECTION 11.2-2 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY ADDITION OF NEW PARAGRAPH 12 ALLOWING FOR WAIVER OF BULK REQUIREMENTS WITHIN ZONING DISTRICTS.

On motion of Alderman Burke, the City Council took up for consideration

the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 7, 1992, pages 18928 through 18930, recommending that the City Council pass a proposed ordinance amending Title 17, Article XI, Section 11.2-2 of the Municipal Code of Chicago (Chicago Zoning Ordinance) by adding a new Paragraph 12 allowing for the waiver of bulk requirements within zoning districts.

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

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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 Title 17 (Chapter 194A) of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended, by the addition of a new Paragraph Twelve (12) to Section 11.2-2, by adding the language in italics as follows:

(12) To allow a waiver in bulk requirements within any zoning district under the following conditions:

(a) The parcel of land is presently improved with a structure which is non-conforming as to bulk only and which existed prior to the effective date of this comprehensive amendment;

(b) The waiver does not permit more than a cumulative ten (10) percent variation from the bulk of the parcel which existed prior to the effective date of this comprehensive amendment; and

(c) That, in the opinion of the Zoning Administrator, all of the standards for variations, as enumerated pursuant to Article 11.7-3, are met by the applicant.

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

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 7, 1992, pages 18932 through 18956, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

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-E.

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 C3-6 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-E in area as described in the attached pages to the designation 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 Planned Development attached herewith and made a part thereof and to no other.

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

Legal Description and Planned Development Statements attached to this ordinance read as follows:

Legal Description.

That part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois on September 17, 1889 in Book 39 of Plats at page 18, as Document No. 1157023, together with reclaimed lands and accretions thereto lying east of the fractional northeast quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the intersection of the east line of Parcel "D" of the land conveyed to the Commissioners of Lincoln Park per Document No. 10439522 with the south line of the north 366.00 feet of Lot 7 aforesaid per deed to City of Chicago for street purposes per Document No. 5249665; thence north 0 degrees 15 minutes 06 seconds west, along the northerly extension of the east line of Parcel "D" aforesaid, 74.00 feet to the north line of the 74 foot strip used as East Illinois Street; thence north 89 degrees 43 minutes 27 seconds east, along the north line of East Illinois Street, 587.43 feet to the west line of the east 100 feet of Lot 7 aforesaid; thence north 0 degrees 08 minutes 58 seconds west, along said west line, 217.855 feet to the south line of East Grand Avenue, being a line 74.00 feet south of and parallel with the north line of Lot 7 aforesaid; thence south 89 degrees 44 minutes 20 seconds west, along said south line, 587.82 feet to the east line of North Lake Shore Drive as established by deed dated July 25, 1929, in Condemnation Proceedings General No. B-177476 in the Circuit Court of Cook County; thence north 0 degrees 18 minutes 22 seconds west, along said east line, 74.00 feet to the north line of said Lot 7; thence north 0 degrees 13 minutes 23 seconds west, along a line 139.00 feet east of and parallel with Lots 29 and 44 in the Circuit Court Partition of the Ogden Estate Subdivision of parts of Blocks 20, 31 and 32 in Kinzie's Addition to Chicago, being a subdivision of the north fractional quarter of Section 10 aforesaid and its northerly extension, 474.78 feet to the westerly extension of the northerly face of the concrete dock wall of said reclaimed lands lying east of North Lake Shore Drive and contiguous to East Grand Avenue; thence north 89 degrees 40 minutes 41 seconds east, along said concrete dock wall and its easterly and westerly extensions, 519.77 feet to the northwesterly face of a concrete curb on the dike type cofferdam along

the westerly side of the reclaimed land from Lake Michigan for the central filtration plant in the City of Chicago which lies east of the lands and accretions thereto in Kinzie's Addition to Chicago, being a subdivision of the north fractional Section 10 aforesaid; thence south 26 degrees 18 minutes 51 seconds west, along said northwesterly face of the concrete curb, 15.00 feet, to the westerly extension of the south face of the south concrete dock wall of the central filtration plant aforesaid; thence north 89 degrees 46 minutes 07 seconds east, along said westerly extension, 615.22 feet to the east face of a concrete dock wall of the aforesaid reclaimed lands; thence south 0 degrees 08 minutes 50 seconds east, along said concrete dock wall, 337.96 feet, to a line drawn 50 feet north of and parallel with the north face of a concrete bulkhead; thence north 89 degrees 44 minutes 20 seconds east, along said parallel line, 2,431.60 feet; thence north 0 degrees 08 minutes 58 seconds west, 30.00 feet; thence north 89 degrees 44 minutes 20 seconds east, 100.00 feet; thence south 0 degrees 08 minutes 58 seconds east, 30.00 feet to the aforesaid parallel line; thence north 89 degrees 44 minutes 20 seconds east, along said parallel line, 590.00 feet; thence south 0 degrees 08 minutes 58 seconds east, 394.59 feet to a line drawn 50 feet south of and parallel with the south face of a concrete bulkhead; thence south 89 degrees 44 minutes 20 seconds west, along said parallel line, 590.00 feet; thence south 0 degrees 08 minutes 58 seconds east, 80.00 feet; thence south 89 degrees 44 minutes 20 seconds west, 100.00 feet; thence north 0 degrees 08 minutes 58 seconds west, 35.00 feet to the south face of concrete bulkhead; thence south 89 degrees 45 minutes 07 seconds west, along said south face 2,370.00 feet to the east face of a concrete dock wall; thence south 0 degrees 12 minutes 34 seconds east, along said dock wall, 637.87 feet to the south face of the concrete dock wall of the United States North Pier; thence north 88 degrees 32 minutes 14 seconds west, along said dock wall, 487.53 feet to the west face of the concrete dock wall of said north pier; thence north 0 degrees 12 minutes 34 seconds west, along said west face, 36.50 feet to the westerly extension of the north line of the United States Government Pier (now destroyed) as documented, being also the south line of the land conveyed by deed recorded December 8, 1921 as Document No. 7347325; thence south 88 degrees 21 minutes 40 seconds east, along said south line, 6.00 feet to the southwest corner of land conveyed in the aforesaid deed; thence north 12 degrees 08 minutes 11 seconds west, along the westerly line of the land conveyed in Deed No. 7347325 aforesaid; thence 103.53 feet to the north line of the land conveyed in the aforesaid deed; thence north 10 degrees 52 minutes 18 seconds west along the west face of an old concrete dock wall, being also the west line of the land conveyed by quitclaim deed recorded April 10, 1931 as Document No. 10879128, a distance of 75.95 feet to a bend in said dock wall; thence north 1 degree 52 minutes 23 seconds west, along said west face of dock wall, 281.09 feet to the south face of a concrete dock wall; thence south 89 degrees 10 minutes 06 seconds west, along said south face, 657.11 feet; thence north 0 degrees 15 minutes 21 seconds west, 5.00 feet to the south line of Lot 7 aforesaid; thence north 0 degrees 15 minutes 21 seconds west, along the

east line of Parcel "D" aforesaid, 7.15 feet; thence south 89 degrees 43 minutes 23 seconds west, along a north line of Parcel "D" aforesaid; thence north 0 degrees 15 minutes 06 seconds west, along said east line of Parcel "D", 147.68 feet to the point of beginning, in Cook County, Illinois.

Area = 57.8 acres.

Planned Development Statements.

A. The applicant for this Institutional Planned Development ("I.P.D.") is the Metropolitan Pier and Exposition Authority (the "M.P.E.A."), a political subdivision, body politic and municipal corporation created by an act of the Illinois legislature, Ill. Rev. Stat., Ch. 85, Par. 1223. The M.P.E.A., as applicant for this I.P.D., hereby declares that it has title to two of the five tracts of land which are included in the boundaries of this I.P.D.. See Statement As To Ownership And Control. The M.P.E.A. further declares that as to the remaining parcels of land, the M.P.E.A. will either acquire title to or consent from the present titleholders for inclusion of these tracts in the proposed I.P.D. or will exclude these tracts from the I.P.D..

B. The M.P.E.A. acknowledges that it shall and its affiliates, successors, assigns, grantees or lessees shall obtain all official reviews, approvals and permits which may be necessary to implement the development of the I.P.D.. Public rights-of-way as depicted on the Property Line And Right-Of-Way Adjustment Map shall be retained and/or vacated and/or dedicated in accordance with the provisions of this I.P.D. as necessary to accommodate the public improvements contemplated by this I.P.D.. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way which may be necessary to implement development of the I.P.D., if otherwise required, shall require a separate submittal on behalf of the M.P.E.A., its affiliates, successors, assigns, grantees or lessees, and if otherwise required, approval by the City Council.

C. Navy Pier and the Headlands are and will remain primarily public places for the use and enjoyment of Chicago-area residents and visitors to the Chicago region.

Navy Pier will be developed as a "public activity center" containing a mix of spaces and uses, including pedestrian promenades; open spaces; public and cultural uses; enclosed public spaces; multi-purpose exposition, meeting and reception facilities; specialty shops and restaurants consistent with the Pier's water-oriented setting and in keeping with its primary public use; cruise and charter ship

docking and passenger embarking and debarking; supporting public spaces and corridors for parking, roadway access and egress, and related support facilities.

All of the uses described above will occur on the Navy Pier portion of the development, which extends from the lakeshore approximately 3,000 feet eastward into Lake Michigan.

The Headlands will be developed predominately as a parkland and gardens in combination with improved vehicular and pedestrian access. The Navy Pier Park area of the Headlands, being that portion north of Grand Avenue and west of Streeter Drive extended, will be unchanged.

D. Off-street parking and off-street loading facilities will be provided in compliance with this I.P.D., and as described in the Use And Bulk Regulation Data Sheet included herein.

E. Circulation patterns, including service drives and other ingress or egress points, will be designed to permit fire and emergency vehicle lanes, as required by the Commissioners of Planning, Public Works and the Fire Department.

F. Business identification or advertising signs will be permitted, subject to the review and approval by the Commissioners of Planning and Inspectional Services.

G. Any structures proposed as part of this I.P.D. will not exceed any federal or city height restrictions, and as required will be reviewed by the Federal Aviation Administration, the Department of Planning and the Department of Aviation.

H. Portions of this I.P.D. will attach to the west face of the Terminal Building and the east face of the Headhouse, which are part of the structures on Navy Pier which has been designated as a City landmark. The new building structures will not exceed the height of the peak of the ballroom roof. At points of attachment, the new structures are set back from the north and south elevations of the existing structures. Heights of building elements on the north and south elevations, such as roof eave lines, belt courses, etc., will be established to align with, or be compatible with, similar elements on the existing structures.

I. Navy Pier extends approximately 3,000 feet into Lake Michigan, and is surrounded by the Lake on its north, east and south sides. Existing and new structures will maintain a minimum 20 foot, and a typical 40 foot, setback from the water. The pier edge will be maintained continuously around its perimeter for pedestrian use and the mooring of boats. Major public spaces within the existing and

proposed structures will provide views of, and access to, the water edge. See also Generalized Land-Use Plan for further information.

J. The I.P.D. will include the area of the existing Navy Pier structures. Impact of shadows and wind associated with the new structures will not be substantially different from the existing structures. Approximately sixteen acres of new public open space and park land will be created as a part of the I.P.D..

K. The I.P.D. will redevelop the local street system in the area of the Headlands, to improve access to the area and ease traffic flow. Structured parking will be provided on the pier. Vehicular and pedestrian traffic will be segregated to minimize conflicts. Designated pedestrian walkways and bikeways will be developed and maintained. New public open spaces, park land and gardens will be created.

L. The I.P.D. is anticipated to be constructed in a single phase.

[Property Line Map and Generalized Land Use Plan attached to these Planned Development Statements printed on pages 20489 through 20490 of this Journal.]

"Statement As To Ownership And Control" and "Use And Bulk Regulation Data Sheet" attached to these Planned Development Statements read as follows:

Statement As To Ownership And Control.

The boundary of this proposed Institutional Planned Development (I.P.D.) encompasses five tracts of land. The M.P.E.A., as applicant, hereby declares that it has title to two of the five tracts of land within this boundary. The M.P.E.A. further declares that as to the remaining tracts of land, the M.P.E.A. will acquire consent from the present titleholders for inclusion of these tracts in the I.P.D. or will exclude these tracts from the I.P.D..

The boundary of the I.P.D. is described as follows:

that part of Lot 7 in Chicago Dock and Canal Company's Peshtigo Dock Addition according to the plat thereof recorded in the Recorder's Office of Cook County, Illinois on September 17, 1889 in Book 39 of Plats at page 18, as Document No. 1157023, together with reclaimed lands and

accretions thereto lying east of the fractional northeast quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the intersection of the east line of Parcel "D" of the land conveyed to the Commissioners of Lincoln Park per Document No. 10439522 with the south line of the north 366.00 feet of Lot 7 aforesaid per deed to City of Chicago for street purposes per Document No. 5249665; thence north 0 degrees 15 minutes 06 seconds west, along the northerly extension of the east line of Parcel "D" aforesaid, 74.00 feet to the north line of the 74 foot strip used as East Illinois Street; thence north 89 degrees 43 minutes 27 seconds east, along the north line of East Illinois Street, 587.43 feet to the west line of the east 100 feet of Lot 7 aforesaid; thence north 0 degrees 08 minutes 58 seconds west, along said west line, 217.855 feet to the south line of East Grand Avenue, being a line 74.00 feet south of and parallel with the north line of Lot 7 aforesaid; thence south 89 degrees 44 minutes 20 seconds west, along said south line, 587.82 feet to the east line of North Lake Shore Drive as established by deed dated July 25, 1929, in Condemnation Proceedings General No. B-177476 in the Circuit Court of Cook County; thence north 0 degrees 18 minutes 22 seconds west, along said east line, 74.00 feet to the north line of said Lot 7; thence north 0 degrees 13 minutes 23 seconds west, along a line 139.00 feet east of and parallel with Lots 29 and 44 in the Circuit Court Partition of the Ogden Estate Subdivision of parts of Blocks 20, 31 and 32 in Kinzie's Addition to Chicago, being a subdivision of the north fractional quarter of Section 10 aforesaid and its northerly extension, 474.78 feet to the westerly extension of the northerly face of the concrete dock wall of said reclaimed lands lying east of North Lake Shore Drive and contiguous to East Grand Avenue; thence north 89 degrees 40 minutes 41 seconds east, along said concrete dock wall and its easterly and westerly extensions, 519.77 feet to the northwesterly face of a concrete curb on the dike type cofferdam along the westerly side of the reclaimed land from Lake Michigan for the Central Filtration Plant in the City of Chicago which lies east of the lands and accretions thereto in Kinzie's Addition to Chicago, being a subdivision of the north fractional Section 10 aforesaid; thence south 26 degrees 18 minutes 51 seconds west, along said northwesterly face of the concrete curb, 15.00 feet, to the westerly extension of the south face of the south concrete dock wall of the Central Filtration Plant aforesaid; thence north 89 degrees 46 minutes 07 seconds east, along said westerly extension, 615.22 feet to the east face of a concrete dock wall of the aforesaid reclaimed lands; thence south 0 degrees 08 minutes 50 seconds east, along said concrete dock wall, 337.96 feet, to a line drawn 50 feet north of and parallel with the north face of a concrete bulkhead; thence north 89 degrees 44 minutes 20 seconds east, along said parallel line, 2,431.60 feet; thence north 0 degrees 08 minutes 58 seconds west, 30.00 feet; thence north 89 degrees 44

minutes 20 seconds east, 100.00 feet; thence south 0 degrees 08 minutes 58 seconds east, 30.00 feet to the aforesaid parallel line; thence north 89 degrees 44 minutes 20 seconds east, along said parallel line, 590.00 feet; thence south 0 degrees 08 minutes 58 seconds east, 394.59 feet to a line drawn 50 feet south of and parallel with the south face of a concrete bulkhead; thence south 89 degrees 44 minutes 20 seconds west, along said parallel line, 590.00 feet; thence south 0 degrees 08 minutes 58 seconds east, 80.00 feet; thence south 89 degrees 44 minutes 20 seconds west, 100.00 feet; thence north 0 degrees 08 minutes 58 seconds west, 35.00 feet to the south face of concrete bulkhead; thence south 89 degrees 45 minutes 07 seconds west, along said south face 2,370.00 feet to the east face of a concrete dock wall; thence south 0 degrees 12 minutes 34 seconds east, along said dock wall, 637.87 feet to the south face of the concrete dock wall of the United States North Pier; thence north 88 degrees 32 minutes 14 seconds west, along said dock wall, 487.53 feet to the west face of the concrete dock wall of said north pier; thence north 0 degrees 12 minutes 34 seconds west, along said west face, 36.50 feet to the westerly extension of the north line of the United States Government Pier (now destroyed) as documented, being also the south line of the land conveyed by deed recorded December 8, 1921 as Document No. 7347325; thence south 88 degrees 21 minutes 40 seconds east, along said south line, 6.00 feet to the southwest corner of land conveyed in the aforesaid deed; thence north 12 degrees 08 minutes 11 seconds west, along the westerly line of the land conveyed in Deed No. 7347325 aforesaid; thence 103.53 feet to the north line of the land conveyed in the aforesaid deed; thence north 10 degrees 52 minutes 18 seconds west along the west face of an old concrete dock wall, being also the west line of the land conveyed by quitclaim deed recorded April 10, 1931 as Document No. 10879128, a distance of 75.95 feet to a bend in said dock wall, thence north 1 degree 52 minutes 23 seconds west, along said west face of dock wall, 281.09 feet to the south face of a concrete dock wall; thence south 89 degrees 10 minutes 06 seconds west, along said south face, 657.11 feet; thence north 0 degrees 15 minutes 21 seconds west, 5.00 feet to the south line of Lot 7 aforesaid; thence north 0 degrees 15 minutes 21 seconds west, along the east line of Parcel "D" aforesaid, 7.15 feet; thence south 89 degrees 43 minutes 23 seconds west, along a north line of Parcel "D" aforesaid; thence north 0 degrees 15 minutes 06 seconds west, along said east line of Parcel "D", 147.68 feet to the point of beginning, in Cook County, Illinois.

Area = 57.8 acres.

Use And Bulk Regulation

Data Sheet.

1. Net site area: 2,355,250 square feet/54.07 acres.
2. General description of permitted uses: As provided in Planned Development Statements, C.
3. Maximum permitted floor area ratio: 0.75
4. Maximum percentage of land covered: 32%
5. Minimum number of off-street spaces: 1,150
6. Minimum number of off-street loading spaces: 10
7. Minimum periphery setbacks: 20 feet
8. Minimum distance between buildings: Not Applicable

Average periphery setback at north side of the pier is 45 feet. Average periphery setback at south side of the pier is 85 feet.

Reclassification Of Area Shown On Map Number 1-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. 1-I in area bounded by:

the alley next north of and parallel to West Huron Street; a line 74 feet west of North Campbell Avenue; West Huron Street; and a line 146 feet west of North Campbell 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 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 area bounded by:

West North Avenue; a line 354.63 feet east of and parallel to North Wood Street; the public alley immediately south of West North Avenue; and a line 186 feet east of and parallel to North Wood Street,

to those of a C1-3 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 4-G.

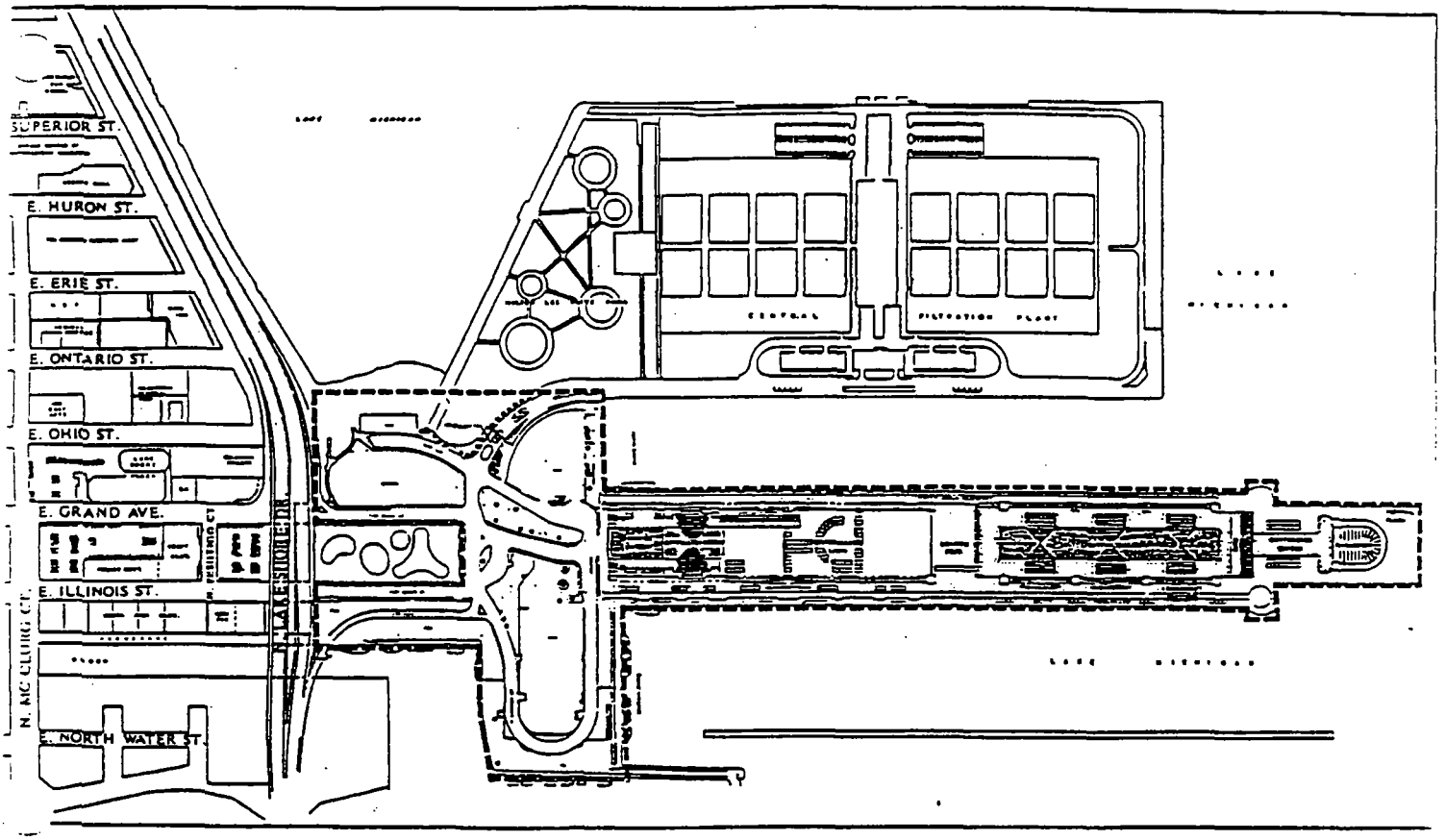
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-G in area bounded by:

West 18th Street; South Sangamon Street; the alley next south of and parallel to West 18th Street; and a line 25 feet west of South Sangamon Street,

(Continued on page 20491)

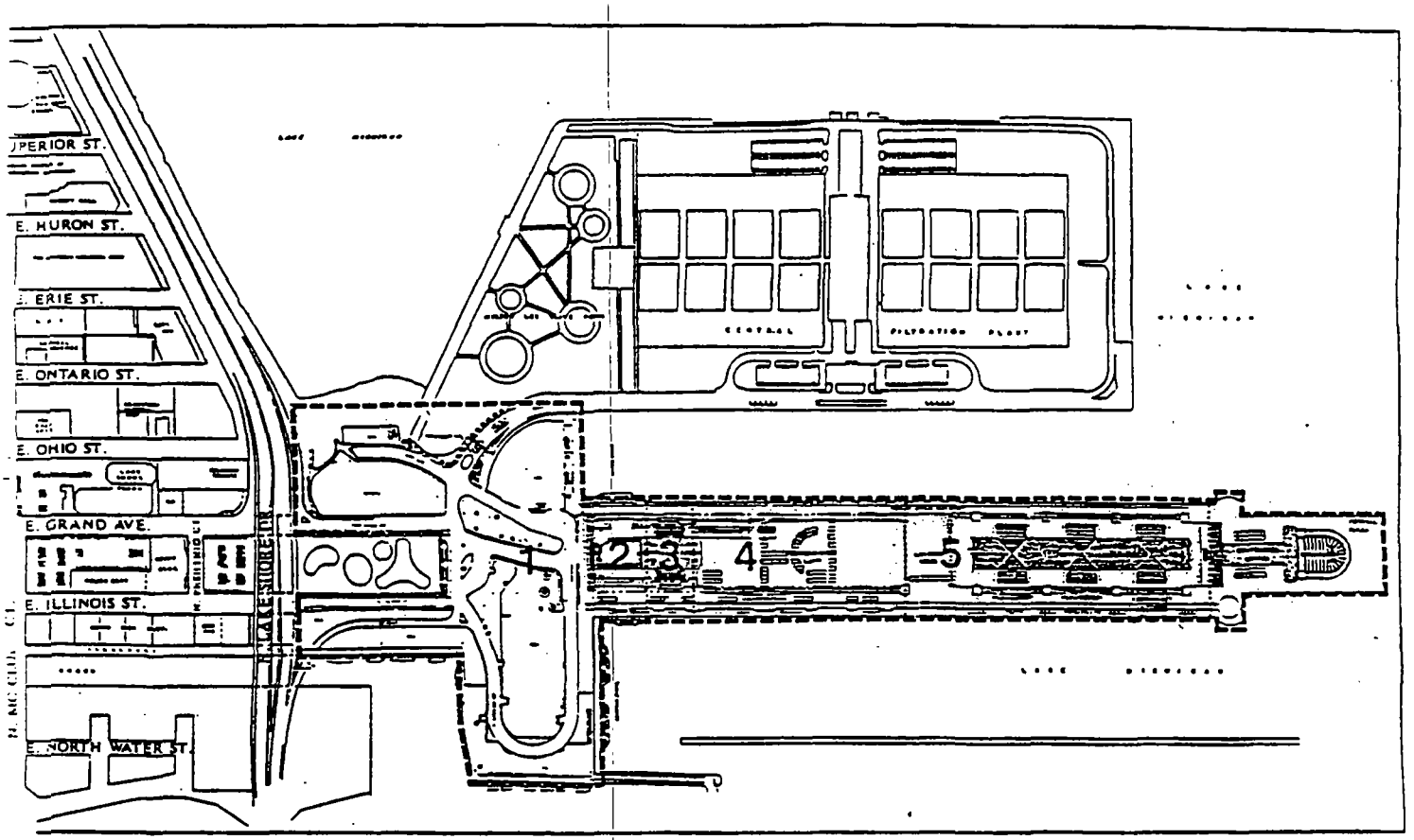
PROPERTY LINE MAP



LEGEND

SITE BOUNDARY

GENERALIZED LAND USE PLAN



0 200 400 800

NORTH

LEGEND

SITE BOUNDARY

EXISTING STRUCTURES TO REMAIN

1. PARKLAND & GARDENS
2. PUBLIC & CULTURAL USES
3. ENCLOSED PUBLIC SPACE
4. OPEN SPACE FOR OUTDOOR RECREATION & ENTERTAINMENT
5. MULTI-PURPOSE EXPOSITION, MEETING & RECEPTION FUNCTIONS

(Continued from page 20488)

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 4-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 and C1-2 Restricted Commercial District symbols and indications as shown on Map No. 4-G in area bounded by:

a line 145 feet north of and parallel to West 18th Street; South Loomis Street; a line 75 feet north of and parallel to West 18th Street; and the alley next west of and parallel to South Loomis 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 4-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. 4-G in area bounded by:

West 21st Street; a line 50 feet east of and parallel to South Damen Avenue; the alley next south of and parallel to West 21st Street; and South Damen 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 force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-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 R3 General Residence District symbols and indications as shown on Map No. 5-G in the area bounded by:

a line 350 feet south of West Belden Avenue; the alley next east of North Janssen Avenue; a line 377 feet south of West Belden Avenue; and North Janssen Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in a triangular shaped area, commonly known as 1736 North Hoyne Avenue, bounded by:

North Hoyne Avenue on the east, by North Wilmot Avenue on the southwest, to a point 70.0 feet from North Hoyne Avenue, then drawing the northwest boundary 13.68 feet to the north boundary starting at a point 44.0 feet from North Hoyne Avenue along Lot 13, and then to the original point 57.42 feet from Lot 13 along North Hoyne Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

a line 72 feet, 4-3/8 inches north of West St. Paul Avenue; the alley next east of North Hoyne Avenue; West St. Paul Avenue; and North Hoyne 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 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 R3 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

the alley next north of West Wabansia Avenue; a line 72 feet, 7 inches east of and parallel to North Honore Street; West Wabansia Avenue; and North Honore 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 7-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. 7-G in the area bounded by:

a line 466.37 feet south of West Diversey Parkway; North Greenview Avenue; a line 542.37 feet south of West Diversey Parkway; and the alley next west of North Greenview 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 7-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. 7-H in the area bounded by:

West Barry Avenue; a line 149 feet west of North Ashland Avenue; the alley next south of West Barry Avenue; and a line 249 feet west of North Ashland 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 7-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 7-J in area bounded by:

the alley next north of and parallel to West Fullerton Avenue; North Harding Avenue; West Fullerton Avenue; and North Pulaski Road,

to those of a B5-2 General 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 8-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map No. 8-G in area bounded by:

West 31st Place; the alley next west of and parallel to South Throop Street; a line 133 feet south of West 31st Place; and South Benson 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-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. 9-G in area bounded by:

West Addison Street; a line 60 feet west of North Lakewood Avenue; the alley next south of and parallel to West Addison Street; and a line 190 feet west of North Lakewood 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 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 Dakin Street; a line 265.0 feet west of and parallel with North Narragansett Avenue; a line from a point 265.0 feet west of North Narragansett Avenue and 100.0 feet south of West Dakin Street to a point 281.0 feet west of and parallel with North Narragansett Avenue and 155.0 feet south of West Dakin Street; a line 155.0 feet south of and parallel with West Dakin Street; and a line 505.0 feet west of and parallel with North Narragansett 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-E.

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. 10-E in the area bounded by:

East 42nd Street; the alley next east of and parallel to South Wabash Avenue; a line 190.6 feet south of and parallel to East 42nd Street; and South Wabash 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 full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 10-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 B4-1 Restricted Service District symbols and indications as shown on Map No. 10-K in area bounded by:

a line 443.00 feet north of West 45th Street; the alley next east of and parallel to South Cicero Avenue; West 45th Street; and South Cicero 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 12-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. 12-L in the area bounded by:

a line 76.46 feet north of and parallel to West 54th Street; a line 100 feet east of and parallel to South Lockwood Avenue; West 54th Street; and South Lockwood 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-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 the area bounded by:

a line 30 feet north of West 61st Street; the alley next east of and parallel to South McVickers Avenue; West 61st Street; and South McVickers 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 the area bounded by:

a line 60 feet south of and parallel to West 56th Street; South Natoma Avenue; a line 118.10 feet south of and parallel to West 56th Street; and a line 133.5 feet west of and parallel to South Natoma 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 20-B.

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. 20-B in the area bounded by:

East 79th Street; South Commercial Avenue; and the easterly right-of-way line of the Illinois Central Railroad,

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 22-B.
(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 B4-2 Restricted Service District symbols and indications as shown on Map No. 22-B in the area bounded by:

East 90th Street; the alley next east of and parallel to South Brandon Avenue; a line 35 feet south of East 90th Street; and South Brandon 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 22-B.

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. 22-B in the area bounded by:

a line 130 feet south of East 90th Street; South Brandon Avenue; a line 180 feet south of East 90th Street; and a line 130 feet west of South Brandon 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 22-B.

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. 22-B in the area bounded by:

the alley next north of and parallel to East 92nd Street; a line 50 feet east of South Buffalo Avenue; East 92nd Street; and South Buffalo 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.

Failed To Pass -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREA SHOWN ON MAP NUMBER 9-N.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 7, 1992, pages 18955 and 18956, recommending that the City Council do not pass a proposed ordinance to reclassify the area shown on Map Number 9-N.

On motion of Alderman Banks, the said proposed ordinance *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Tillman, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, M. Smith, Moore, Stone -- 42.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-1 Local Retail District symbols and indications as shown on Map No. 9-N in the area bounded by:

> West Addison Street; a line 93 feet east of North Oak Park Avenue; a line 91.2 feet south of West Addison Street; and North Oak Park 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.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Thirty members of Nanum (Share) Korean Women's Choir, accompanied by Hyuk Jae Lee, Conductor.

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-ninth (29th) day of July, 1992 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the sixteenth (16th) day of September, 1992 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, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Garcia, Laski, Miller, Medrano, Gutierrez, Hendon, E. Smith, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Cullerton, Laurino, O'Connor, Doherty, Natarus, Eisendrath, Hansen, Shiller, M. Smith, Moore, Stone -- 45.

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 September 16, 1992 at 10:00 A.M., in the Council Chambers in City Hall.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.