(Published by the Authority of the City Council of the City of Chicago)

COPY

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

Regular Meeting--Wednesday, March 2, 1994

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

ERNEST R. WISH
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen Troutman, Laski.

Call To Order.

On Wednesday, March 2, 1994 at 10:00 A.M., Alderman Lorraine L. Dixon, President Pro Tempore, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 45.

Quorum present.

Invocation.

Alderman Ed H. Smith opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- APPOINTMENT OF MR. GERALD SULLIVAN AS COMMISSIONER OF CHICAGO PARK DISTRICT.

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 Parks and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1994.

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

LADIES AND GENTLEMEN -- I have appointed Gerald Sullivan as a commissioner of the Chicago Park District for a term ending April 25, 1996, to succeed the late George Vest, Jr..

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF TITLE 13, CHAPTER 128 AND TITLE 15, CHAPTER 45 OF MUNICIPAL CODE OF CHICAGO TO ALLOW DEMOLITION OF BUILDINGS BY USE OF EXPLOSIVES AND TO INCREASE INSURANCE REQUIREMENTS FOR STORAGE AND USE OF EXPLOSIVES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1994.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Title 13, Chapter 128 and Title 15, Chapter 45 of the Municipal Code of Chicago to allow demolition of buildings by use of explosives, and to increase the insurance required for the storage and use of explosives within the city.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF TITLE 14, CHAPTER 46 REGARDING BURGLAR ALARM SYSTEMS FOR PREMISES PRIMARILY DEVOTED TO PURPOSES OTHER THAN RESIDENTIAL, EDUCATIONAL OR RELIGIOUS USE.

The Honorable Richard M. Daley, Mayor, submitted the following

communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police and the Director of Revenue, and in cooperation with Alderman Banks and Alderman Beavers, I transmit herewith an ordinance amending the Municipal Code of Chicago to add a new Title 14-46 pertaining to burglar alarm systems in premises other than those premises used primarily for residential, educational or religious purposes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF CITY OF CHICAGO INTERESTS IN NEW YORK APARTMENTS URBAN DEVELOPMENT ACTION GRANT LOAN TO BAILEY-APOLLO APARTMENTS I, L.P.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of the City's interests in the New York Apartments U.D.A.G. loan to Bailey-Apollo Apartments I, L.P..

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR COMMISSIONER OF HOUSING TO SUBGRANT HOME PROGRAM FUNDS TO ELIGIBLE COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS FOR CREATION OF AFFORDABLE HOUSING.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner of Housing to make subgrants of HOME Program funds to eligible community housing development organizations, to assist in their efforts to create additional affordable housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR WAIVER OF FEES WITH RESPECT TO DEVELOPMENT OF LOW-INCOME HOUSING PURSUANT TO HOME OWNERSHIP OF SINGLE-FAMILY HOMES 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 Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the waiver of certain fees with respect to the development of low-income housing pursuant to the Home Ownership of Single-Family Homes program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR WAIVER OF FEES WITH RESPECT TO LOW-INCOME HOUSING CONSTRUCTION SPONSORED BY LAWNDALE CHRISTIAN DEVELOPMENT CORPORATION.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the waiver of certain fees with respect to low-income housing construction sponsored by the Lawndale Christian Development Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXPANSION OF BOUNDARIES OF ENTERPRISE ZONE NUMBER 6.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance to expand the boundaries of Enterprise Zone No. 6.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF 1994 ANNUAL APPROPRIATION ORDINANCE TO REFLECT INCREASE IN GRANTS FROM FEDERAL AGENCIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending the 1994 Annual Appropriation Ordinance, to reflect an increase in grants from agencies of the federal government.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY TO PROVIDE VITAL RECORD SERVICES TO PUBLIC IN LEASED SPACE IN CITY HALL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Health, I transmit herewith an ordinance authorizing an intergovernmental agreement with the County to provide vital record services to the public in leased space in City Hall.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF BID PROPOSALS FOR CITY-OWNED VACANT PROPERTIES AT SUNDRY LOCATIONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith five ordinances accepting bid proposals for various city-owned properties. The attached bid proposals were opened by the Department of General Services at a public meeting held February 14, 1994.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF CITY-OWNED VACANT PROPERTY AT 4312 WEST NORTH AVENUE TO L.F.L. PROPERTIES/THE HAYMARKET GROUP FOR CONSTRUCTION AND DEVELOPMENT OF RETAIL COMPLEX.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the sale of a vacant city-owned parcel of land located at 4312 West North Avenue to L.F.L. Properties/The Haymarket Group for the construction and development of a 10,000 square foot retail complex.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF CITY-OWNED VACANT PROPERTY AT SUNDRY LOCATIONS TO GOSHEN SEVENTH-DAY ADVENTIST CHURCH FOR INSTITUTIONAL DEVELOPMENT.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of city-owned vacant property located at 5401 South Calumet Avenue, 5400 -- 5408 South Dr. Martin Luther King, Jr. Drive and 5410 -- 5424 South Dr. Martin Luther King, Jr. Drive to Goshen Seventh-Day Adventist Church for institutional development.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 7250 -- 7256 SOUTH HARVARD AVENUE TO HARVARD LIMITED PARTNERSHIP.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of property located at 7250 -- 7256 South Harvard Avenue to Harvard Limited Partnership, a joint venture, for rehabilitation and development of housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR TRANSFER OF VARIOUS PROPERTIES TO QUALIFIED NOMINEES UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Buildings Commissioner, I transmit herewith six ordinances authorizing the transfer of various properties to nominees selected by the Mayor's Blue Ribbon Committee pursuant to the Chicago Abandoned Property Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF PROPERTY AT 1330 NORTH CAMPBELL AVENUE TO MR. LOUIS J. PRUS FOR RESIDENTIAL REHABILITATION.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the conveyance of property located at 1330 North Campbell Avenue to Louis J. Prus, an individual, for residential rehabilitation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR CONVEYANCE OF PROPERTY AT 1429 NORTH CAMPBELL AVENUE TO RICHARD STARY INVESTMENT AND CONTRACTING FOR RESIDENTIAL REHABILITATION.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the conveyance of property located at 1429 North Campbell Avenue to Richard Stary Investment and Contracting, a sole proprietorship, for residential rehabilitation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO NEGOTIATE FOR ACQUISITION OF PROPERTY AT 5401 -- 5405 SOUTH KEATING AVENUE (PARCEL 71).

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

March 2, 1994.

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 Commissioner to negotiate for the acquisition of property located at 5401 -- 5405 South Keating Avenue known as Parcel 71.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF ORDINANCE BY ADDITION AND DELETION OF CERTAIN PRIVATELY OWNED LOTS IN CONNECTION WITH 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 the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1994.

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 amending an ordinance by adding and deleting certain privately owned lots in connection with the New Homes for Chicago Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- BOARD OF COMMISSIONERS OF COOK COUNTY REQUESTED TO ENTER NO CASH BIDS FOR PROPERTIES AT 717 AND 723 SOUTH SACRAMENTO AND AUTHORIZATION FOR CONVEYANCE BY CITY OF SAID PROPERTIES TO CORPORATE COMMUNITY SCHOOLS OF AMERICA, INC. PURSUANT TO TAX REACTIVATION 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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance requesting the County to enter No Cash Bids for two parcels of property located at 717 and 723 South Sacramento and authorizing the subsequent conveyance of those parcels to Corporate Community Schools of America, Inc. pursuant to the terms of the Tax Reactivation Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR LEASE OF CITY-OWNED PROPERTY AT 2200 WEST MADISON STREET TO ARGO FEDERAL SAVINGS BANK.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the lease of city-owned property located in the 2200 block of West Madison Street to Argo Federal Savings Bank.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY SHERIFF TO ESTABLISH CHICAGO -- COOK COUNTY COMBINED MOBILE TRAINING UNIT AND INCORPORATE MOBILE TEAM ADVISORY BOARD AS NOT-FOR-PROFIT CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing an intergovernmental agreement with the Cook County Sheriff to establish a Chicago-Cook County combined mobile training unit and to incorporate the mobile team advisory board as a not-for-profit corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ESTABLISHMENT OF NEW MAXWELL STREET MARKET.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Consumer Services, I transmit herewith an ordinance establishing a New Maxwell Street Market.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF AMENDMENT NUMBER 4 TO ROOSEVELT-HALSTED REDEVELOPMENT PLAN.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving Amendment No. 4 to the Roosevelt-Halsted Redevelopment Plan.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR SALE OF PARCEL NUMBER I-8 IN ROOSEVELT-HARVARD REDEVELOPMENT AREA TO UNIVERSITY OF ILLINOIS.

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

March 2, 1994.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance approving the sale of Parcel I-8 in the Roosevelt-Harvard Redevelopment Area to the University of Illinois.

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.

Mr. Ernest R. Wish, 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 -- APPROVAL OF CERTAIN PROPOSALS BY CHICAGO PLAN COMMISSION AND DEPARTMENT OF PLANNING AND DEVELOPMENT.

Copies of resolutions adopted by the Chicago Plan Commission on January 13, 1994 and reports of the Department of Planning and Development approving the following proposals, which were *Placed on File:*

(February 17, 1994)

Department Of General Services, Real Estate Section.

Disposition Of Vacant City-Owned Properties.

Referral Number	(Old/New) Ward	Address
93-123-02	4/4	4548 South Champlain Avenue
93-123-02	2/2	3514 South Calumet Avenue
93-171-02	17/6	7209 -- 7225 South Vincennes Avenue
94-004-02	25/25	South Emerald Avenue from West 21st Street to West 21st Place
94-005-02	26/26	2635 West Armitage Avenue
94-006-02	2/2	3348 South Calumet Avenue

Referral Number	(Old/New) Ward	Address
94-007-02	2/3	3900 -- 3918 South Federal Street/ 101 -- 109 West Pershing Road
94-008-02	27/27	216 North Francisco Avenue
94-010-02	26/26	2314 North Moffat Street
94-011-02	34/21	11458 South Davol Street

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 February 9, 1994, 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 March 2, 1994, 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 February 9, 1994, 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:

American National Bank Trust, c/o Wigoda & Wigoda -- to classify as an R5 General Residence District instead of a B2-2 Restricted Retail District the area shown on Map No. 5-H bounded by:

a line 120 feet north of West Armitage Avenue; the alley next east of North Hoyne Avenue; West Armitage Avenue; and North Hoyne Avenue.

Ashland Addison Partners -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 9-G bounded by:

the alley next north of West Addison Street; a line 81.71 feet east of North Bosworth Avenue; West Addison Street; and North Bosworth Avenue.

Centrum Realty Services, Inc. -- to classify as a B5-1 General Service District instead of an M3-3 Heavy Manufacturing District and to classify as a Business Planned Development instead of a B5-1 General Service District the area shown on Map No. 7-H bounded by:

the west bank of the North Branch of the Chicago River; West Fullerton Avenue; North Wolcott Avenue; the alley next north of and parallel with West Fullerton Avenue; a line from a point on the north line of that alley 37.80 feet west of the east line of North Wolcott Avenue extended north 17 degrees 30 minutes west for a distance of 277.17 feet; a line extended from the north end of the last described line north 3 degrees 7 minutes east for a distance of 117.64 feet; a line extended from the north end of the last described line north 4 degrees 51 minutes west for a distance of 42.83 feet; and a line extended from the north end of the last described line north 3 degrees 3 minutes 36 seconds west to the west bank of the North Branch of the Chicago River.

Chicago Capital Consultants, Inc. -- to classify as Residential Planned Development No. _____ instead of a C1-4 Restricted Commercial District the area shown on Map No. 1-G bounded by:

West Erie Street on the north; North Green Street (vacated) on the east; North Milwaukee Avenue on the south and west; and a vacated 18-foot wide alley on the south.

Chicago Wholesale Food Market Limited Partnership -- to classify as a Commercial Planned Development instead of a C4 Motor Freight Terminal District the area shown on Map No. 6-H bounded by:

the South Dock Line of the West Fork of the South Branch of the Chicago River; South Ashland Avenue; a line known as Line A, intersecting the west line of South Ashland Avenue at a point 1,907.55 feet south of the South Dock Line of the West Fork of the South Branch of the Chicago River and extending 379.11 feet to the southwest at an angle of 111 degrees 36 minutes 23 seconds at its point of intersection with the west line of South Ashland Avenue; a line intersecting Line A at a point 379.11 feet southwest of South Ashland Avenue, as measured along Line A and extending 1,142.68 feet to the northwest of an angle of 155 degrees 18 minutes 00 seconds at its point of intersection with Line A; and the Santa Fe Slip, or the line thereof if extended where no slip exists.

Mr. Christopher J. Dermody -- to classify as an R4 General Residence District instead of an R2 General Residence District the area shown on Map No. 9-H bounded by:

a line 125.25 feet south of and parallel to West Cornelia Avenue; North Hamilton Avenue; a line 225.25 feet south of and parallel to West Cornelia Avenue; and the alley next west of North Hamilton Avenue.

Mr. John Doyle -- to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 14-K bounded by:

a line 644.18 feet north of and parallel to West 63rd Street; a line 117.11 feet east of and parallel to South Knox Avenue; West 63rd Street; and South Knox Avenue.

Forest Jewelers and Loan Co. -- to classify as a B5-3 General Service District instead of a B3-3 General Retail District the area shown on Map No. 9-H bounded by:

West Melrose Street; North Lincoln Avenue; a line 119.78 feet long starting at a point 48.05 feet south of the south line of West Melrose Street (as measured along the west line of North Lincoln Avenue) to a point 96.85 feet south of West Melrose Street (as measured along the

east line of the public alley next east of and parallel to North Paulina Street); and the public alley next east of and parallel to North Paulina Street.

Mr. Jean Paul Hamm -- to classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 13-K bounded by:

the public alley next north of and parallel to West Lawrence Avenue; North Kedvale Avenue; West Lawrence Avenue; and a line 159.50 feet west of and parallel to North Kedvale Avenue.

Mr. Jose Jimenez -- to classify as a C2-1 General Commercial District instead of a C1-1 Restricted Commercial District the area shown on Map No. 3-K bounded by:

the alley next south of West North Avenue; a line 48 feet east of North Kildare Avenue, as measured from the northerly right-of-way line of West Grand Avenue and perpendicular thereto; West Grand Avenue; and North Kildare Avenue.

LaSalle National Bank N.A., as Trustee, under Trust Number 117950 for City of Chicago, under Trust Number 54496 -- to classify as an R6 General Residence District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 4-E bounded by:

East 14th Street; South Indiana Avenue; a line 168 feet south of East 14th Street; a line from a point 168 feet south of East 14th Street and 119.47 feet west of South Indiana Avenue to a point 180 feet south of East 14th Street and 131.47 feet west of South Indiana Avenue; a line 180 feet south of East 14th Street; and the alley next west of and parallel to South Indiana Avenue.

Marquette National Bank, as Trustee, under Trust Number 13045 -- to classify as a Business Planned Development instead of an M1-2 Restricted Manufacturing District and M2-2 General Manufacturing District the area shown on Map No. 14-H bounded by:

the center line of South Western Avenue and 485 feet south of East 59th Street, eastward along said line 485 feet south of and parallel to West 59th Street to a point 820.74 feet east of South Western Avenue; southward along an arc of 232 feet to a point 17 feet west of the west line of the Conrail Mainline Railroad; a line parallel to South Western Avenue for a distance of 1,004.84 feet southward coinciding with the west line of the Conrail Mainline Railroad, to the center line of vacated

West 62nd Street; westward along said center line for a distance of 208.03 feet; north for a distance of 33 feet; west for a distance of 33 feet; north for a distance of 229.69 feet; west for a distance of 165.0 feet; north for a distance of 285.73 feet; west for a distance of 165.92 feet; north for a distance of 10 feet; an arc northwestward of 69.7 feet; west for a distance of 10 feet; north for a distance of 282.74 feet; west for a distance of 300 feet; and north along the center line of South Western Avenue for a distance of 557.91 feet, to the point of beginning.

Mr. Eddie Padin -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 10-I bounded by:

a line 48.98 feet south of and parallel to West 40th Street; the public alley next east of and parallel to South Kedzie Avenue; a line 76.98 feet south of and parallel to West 40th Street; and South Kedzie Avenue.

Mr. Ramon Rivera -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 10-I bounded by:

a line 76.75 feet north of and parallel to West 40th Place; the public alley next east of and parallel to South Kedzie Avenue; West 40th Place; and South Kedzie Avenue.

Mr. Ramon Rivera -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 10-I bounded by:

a line 72.98 feet south of and parallel to West 40th Street; the public alley next east of and parallel to South Kedzie Avenue; a line 157.98 feet south of and parallel to West 40th Street; and South Kedzie Avenue.

Mr. Angel Santana and Mr. Abraham Eapen -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 9-L bounded by:

West Eddy Street; a line 296 feet west of and parallel to North Cicero Avenue; the public alley next south of and parallel to West Eddy Street (or a line 102.17 feet south of West Eddy Street); and a line 371 feet west of and parallel to North Cicero Avenue.

Mr. Michael Sappington -- to classify as an M1-1 Restricted Manufacturing District instead of a B4-2 Restricted Service District the area shown on Map No. 2-K bounded by:

West Madison Street; a line 200.8 feet east of South Kostner Avenue; the alley next south of and parallel to West Madison Street; and a line 75.8 feet east of North Kostner Avenue.

75-Exchange Limited Partnership -- to classify as an Institutional Planned Development instead of a B4-2 and B4-3 Restricted Service District, and an R4 General Residence District the area shown on Map No. 18-B bounded by:

East 75th Street; a line 275.95 feet east of South Exchange Avenue; a line 175.75 feet south of East 75th Street; a line 200 feet east of South Exchange Avenue; a line 312.60 feet south of East 75th Street as measured along South Exchange Avenue; a line 25 feet east of South Exchange Avenue; a line 212.60 feet south of East 75th Street; and South Exchange Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Alexa Michelene A., Allstate Insurance Co. (3) Samuel Casara, Paul A. Dryndrozyk and Lovell King, American Ambassador Casualty Co. (2) Clifford Hicks and Everlena Singleton, American Family Insurance Co. and Marsha Forness, American International Recovery, Inc. and Stanton Industries, Inc., American Service Insurance Co. and Keith Horton, Ameritech Illinois, Anderson Alma J., Anderson Berdette, Arpaia Michael A., Asch Richard, Auto Owners Insurance and Robin Hoornstra;

Badillo William, Barnes Gene A., Baroni Nicholas G., Bukowski Stanley, Burgess Lewis;

Cabral Jesus, Cittadine Elizabeth, Collier Catherine, Collier Sherae, Commercial Union Insurance Co. and Peterson Funeral Home, Inc., Cooper Ricky, Corker Lacy, Cross Herman, Crowder Kenneth E.;

Davis Dorothy, DeLacruz Harvey J., Dorsey Jeffrey Jerome, Dudlo Catherine;

Edwards Dorothy, Edwards Irene, Ellis Alfonso;

Farmers Insurance Company and Gary Dietz, Fisher Bert, Fisher Michelle D., Fortich Robert S.;

Gaiter Robert L., Gitman Gabriel E. (2), Grenda Ronald, Grimm Gerald A., Grzyb Daniel V., Guiney Marikay;

Habibi Hedayat, Hansen Robert Louis, Hernandez Carlos, Hinkes Wendie M., Huggins Roosevelt R. and Hussain Safdar;

Jahnke David, Jefferson Pamela, Johnson James, Johnson Willie S., Jones Leroy, Jonkins Patricia;

Kibort Suzanne, Kostic Slavica, Krillies John L., Kucera Peter Frank, Kyle Patricia A. and Harry A. Rush;

Landa Alfred, Lauria Edward J., Lawrence Dorothy, Lee Donna L., Lee Joel, Lipkovitch Edward J., Lipscomb James, Lokhandwala Moazzam A., Lones Timmie, Lukose Molykutty, Lumovic Lazar;

Madison Karla, Malhotra Satya, Malone Curtis L. Jr., Martin Anthony, McDowell James W., McIlreath Michelle, Mendoza Leticia, Morabito Sam, Moreno Jesus, Muhammad Odesa R.;

Nikas Angelo Jay , Nunez Antonio;

Owca Krzystof;

Parker Thessalonian, Phenicie Heather, Phillips Elester, Poe Martha, Poole Charles R., Przybyla Joseph M.;

Regilio Anthony;

Samariniotis Giorgio, Samiec Kristopher M., Santiago Alvin, Schneider Mary Lee, Sentry Mutual Insurance and John Franklin, Simmons-Gonzales Jacqulyn, Simon Matthew R., Sizemore Edric, Smith Diane M., Smith James, Jr., Snell Terrence S., Soloman Mark, Solomon Andrea, Standard Mutual Insurance Co. and Alphonso Richardson, State Farm Insurance Company (6) Gordon S. Hirsch, Santiago Gusman, Toney Howell, Lawrence Luchowski, Sharon Miceli and Daisy L. Turner, Statter Mindy B., Steiner Joseph E., Stratton Timothy M., Sysol Karen Elisa;

Taylor Debra R., Terrell Peggy Lee, Thomas Elizabeth and Nathan, Thomas Gloria M., Thomas Margo Anita, Thomas Susan M., Thompson Willie;

Wade Dorothy, Wagner Susan M., Wassman James Albert, Watts Sheila S., Webster Sandra L., Weglarz Marilynn D., West Cedric, Whalstrom

Becky, Whitehead Wade, Whitelow Dennis, Williams Doris, Williams Robert E.;

Yeh Ying-Chin A., Young Russell.

Referred -- AMENDMENT OF TITLE 4 OF MUNICIPAL CODE OF CHICAGO CONCERNING LICENSING OF COFFEE CART VENDORS.

A communication from Ms. Anne M. Burke, attorney, representing Continental Coffee, a division of Quaker Oats, transmitting a proposed ordinance amending Title 4 of the Municipal Code of Chicago pertaining to the licensing of coffee cart vendors, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- ESTABLISHMENT OF PARKING PROHIBITION AT ALL TIMES AT 6122 SOUTH AUSTIN AVENUE.

A communication from Mr. Dominic J. Celio, requesting the establishment of a parking prohibition at all times at 6122 South Austin Avenue (except for Handicapped Parking Permit P273172), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF PARKING PROHIBITION AT ALL TIMES AT 5140 SOUTH KOSTNER AVENUE.

A communication from Ms. Angela Ferrigni, requesting the establishment of a parking prohibition at all times at 5140 South Kostner Avenue (except for Handicapped Parking Permit P496477), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF PARKING PROHIBITION AT ALL TIMES AT 6013 SOUTH MERRIMAC AVENUE.

A communication from Ms. Linda D. Ivey, requesting the establishment of a parking prohibition at all times at 6013 South Merrimac Avenue (except for Handicapped Parking Permit P325837), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF TITLE 3, CHAPTER 44 AND TITLE 4, CHAPTER 60 OF MUNICIPAL CODE OF CHICAGO PERTAINING TO TAXATION AND LICENSING OF RETAIL OR WHOLESALE ALCOHOLIC BEVERAGE DEALERS.

A communication from Alderman Thomas Murphy (18th Ward) transmitting a proposed ordinance amending Title 3, Chapter 44, Section 030 and Title 4, Chapter 60, Section 060 of the Municipal Code of Chicago, concerning sales taxes and license fees for retail or wholesale alcoholic beverage dealers, which was *Referred to the Committee on Finance.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PARKING AT ALL TIMES IN 5200 BLOCK OF SOUTH KEELER AVENUE.

A communication from Mr. Roman Glodowski requesting the establishment of residential parking at all times, with no exceptions, on both sides of the 5200 block of South Keeler Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Rules Suspended -- TRIBUTE TO LATE MR. JAMES P. GIBBONS.

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

The following is said proposed resolution:

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. James P. Gibbons to his eternal reward on the sixteenth day of February, nineteen hundred and ninety-four; and

WHEREAS, Mr. James P. Gibbons began his career in broadcast communications at KLOE-TV, in Goodland, Kansas; and

WHEREAS, At KLOE-TV, Mr. James P. Gibbons was director and a reporter for both radio and television from 1960 -- 1962; and

WHEREAS, From 1962 -- 1967, Mr. James P. Gibbons worked for WWTV-TV as the station's news and sports reporter, director and writer; and

WHEREAS, From 1967 -- 1969, Mr. James P. Gibbons served as news, weather and sports reporter at WLWD-TV in Dayton, Ohio; and

WHEREAS, In 1969, Mr. James P. Gibbons joined WLS-TV "Eyewitness News" as a general assignment reporter; and

WHEREAS, In 1974, Mr. James P. Gibbons was given the added responsibility of reporting on issues concerning the environment; and

WHEREAS, From 1974 -- 1979, Mr. James P. Gibbons reported the morning newsbreaks on ABC's "Good Morning America" show and Channel 7's "A.M. Chicago"; and

WHEREAS, Mr. James P. Gibbons has also covered news assignments for the ABC network news and substituted as weather forecaster and guest host on "A.M. Chicago"; and

WHEREAS, Mr. James P. Gibbons was responsible for breaking numerous stories including the Gary Dotson -- Cathleen Crowell Webb story; and

WHEREAS, Mr. James P. Gibbons has received numerous awards and honors throughout his distinguished career; and

WHEREAS, In 1979, Mr. James P. Gibbons was honored with two Emmy Awards for reporting the crash of American Airlines Flight No. 191 in Chicago; and

WHEREAS, In 1984, Mr. James P. Gibbons received another Emmy Award for his piece, "Judge and Lawyer Shot"; and

WHEREAS, In 1985, Mr. James P. Gibbons was named Suburban Bar Association Reporter of the Year; and

WHEREAS, In 1986, Mr. James P. Gibbons received the Peter Lisagor Award for television journalism; and

WHEREAS, Mr. James P. Gibbons was also honored with the Environmental Quality Award from the Federal Environmental Protection Agency; and

WHEREAS, Mr. James P. Gibbons has also won first place awards from the Associated Press and United Press International; and

WHEREAS, Mr. James P. Gibbons was a man who approached his profession with integrity and professionalism; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this second day of March, nineteen hundred and ninety-four, do hereby express our deepest sorrow at the passing of Mr. James P. Gibbons, and do also extend to his beloved wife, Darlene; his daughter, Siobhan; his son, Sean; his granddaughter, Sarah Anne; and his sister, Agnes, our deepest and most sincere condolences on the occasion of their profound loss. Mr. James P. Gibbons was a fine man who will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. James P. Gibbons.

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* by a rising vote.

Rules Suspended -- TRIBUTE TO LATE MR. MAURICE E. NORFLEET.

Alderman Watson moved to *Suspend the Rules Temporarily* for the purpose

of going out of the regular order of business for the immediate consideration of and action upon a proposed resolution. The motion *Prevailed.*

The following is said proposed resolution:

WHEREAS, God in his infinite wisdom has called to his eternal reward Maurice E. Norfleet, public servant and political and community activist, in a senseless act of violence February 8, 1994; and

WHEREAS, Widely known and respected throughout his grateful west side community, Maurice E. Norfleet was community relations director for the Southwest Humboldt Park Community Service Center, a non-profit advocacy organization which he co-founded with Karyn Byers in 1987; the center has long serviced wide-ranging community needs, including a food pantry and job assistance. Mr. Norfleet also held various positions with the Chicago Housing Authority over the past decade and had been a highly active and constructive precinct captain for the 27th Ward Regular Democratic Organization; and

WHEREAS, Maurice E. Norfleet was a man of great conviction and purpose and will be sorely missed. He leaves to mourn his mother, Mrs. Hazel Norfleet; three sisters, Ferry, Florencetta and Venus; his brother, Josef, and many close friends touched by his diligence and concern; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our sorrow on the passing of Maurice E. Norfleet and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the family of Maurice E. Norfleet and to the Southwest Humboldt Park Community Service Center.

On motion of Alderman Watson, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, Alderman Watson called the City Council's attention to the presence of Ms. Karyn Byers, co-founder of the Southwest Humboldt Park Community Service Center, who was seated in the visitors gallery. Ms. Byers rose and received the applause of the City Council.

Rules Suspended -- COMMENDATIONS EXTENDED TO CHICAGO POLICE OFFICERS PAT CAREY, JOE QUINN, LIEUTENANT JOSEPH LOGUE, AND DETECTIVES MICHAEL BOSCO AND JOSEPH DANZL ON THEIR PROFESSIONALISM AND DEVOTION TO DUTY.

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

The following is said proposed resolution:

WHEREAS, Ruth Ellen Church, under the pen name Mary Meade, had been food editor of the *Chicago Tribune* from 1936 to 1974, and had contributed to her readers' enjoyment of life through her skill and easygoing manner of teaching; and

WHEREAS, On August 19, 1991, the Beverly community and the entire City of Chicago were shocked and saddened by the murder of Mrs. Church and the assault of a guest in Mrs. Church's Beverly home; and

WHEREAS, Chicago Police Officers Pat Carey (Star No. 7579) and Joe Quinn (Star No. 6103) of the 22nd District Tactical Unit recalled that a person they had earlier arrested matched the description of the suspect in the murder and assault, and Lieutenant Joseph Logue (Star No. 594) of the 22nd District also recalled information that linked the suspect to the Beverly area; and

WHEREAS, Detectives Michael Bosco (Star No. 20320) and Joseph Danzl (Star No. 20340) of Area 2 Violent Crimes, acting on information supplied by the officers of the 22nd District, arranged for a comparison of the suspect's fingerprints, as well as the fingerprints of ninety-nine other individuals, to those collected at the scene of the murder and assault and at another burglary in the same community; and

WHEREAS, Upon learning that the suspect's fingerprints matched those found at the crime scenes, Detectives Bosco and Danzl arranged for the suspect to be transferred from the Joliet Correctional Center to Cook County Jail and to the custody of the Chicago Police Department for questioning and for participation in a lineup; and

WHEREAS, The suspect was identified in the lineup by the surviving victim of the assault, and was charged with the murder of Ruth Ellen Church, aggravated criminal sexual abuse, home invasion and residential burglary; and

WHEREAS, Due to the efforts of the police officers, the suspect pleaded guilty to the murder on January 31, 1994, and was sentenced to eighty years in prison; and

WHEREAS, The keen observations of the officers of the 22nd District, the determination of the detectives of Area 2 Violent Crimes, and the cooperation between these units is a superb example of police service, and all Chicagoans owe a debt of gratitude to all police personnel who helped achieve justice in this tragic case; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this second day of March, 1994, do hereby commend police officers Pat Carey and Joe Quinn, Lieutenant Joseph Logue and Detectives Joseph Danzl and Michael Bosco for their professionalism and devotion to duty; and

Be It Further Resolved, That suitable copies of this resolution be presented to the named officers as a token of our esteem; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Chicago Police Department for inclusion in the personnel records of the named officers.

On motion of Alderman Rugai, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Rugai called the City Council's attention to the presence of Officer Pat Carey, Officer Joe Quinn, Lieutenant Joseph Logue, Detective Joseph Danzl and Detective Michael Bosco who received the applause of the City Council and its assembled guests.

Rules Suspended -- CONGRATULATIONS EXTENDED TO EDUCATOR GLADYS COLEMAN SMITH ON HER RETIREMENT FROM CHICAGO PUBLIC SCHOOL SYSTEM AFTER THIRTY-NINE YEARS OF DEDICATED PUBLIC SERVICE.

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

The following is said proposed resolution:

WHEREAS, Gladys Coleman Smith, an outstanding educator and guide for almost four decades, has announced her retirement from the Chicago Public School System effective June, 1994; and

WHEREAS, A product of the school system which she has served so effectively for the past thirty-nine years, Gladys Coleman Smith attended Drake and Douglas Elementary Schools, and Wendell Phillips High School, from which she graduated as class valedictorian. She then attended Chicago Teachers College and Chicago State University, where she earned a bachelors degree, and masters degrees in both counseling and guidance and in special education in the area of learning disabilities. She also took courses at the University of Chicago and at Saint Xavier University; and

WHEREAS, Gladys Coleman Smith started as a primary teacher, but for the past sixteen years she has served as a guidance counselor at Bates, Cassell and Keller Schools, and at Owen School from which she retires; and

WHEREAS, The leaders of this great City are cognizant of the enormous debt owed our outstanding educators; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, A.D., do hereby express our gratitude and our congratulations to Gladys Coleman Smith as she retires from an outstanding thirty-nine year career as a teacher and guidance counselor in our Chicago Public Schools, and we extend to this fine citizen our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Gladys Coleman Smith.

On motion of Alderman Murphy, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Murphy called the City Council's attention to the presence of Ms. Smith who was seated in the visitor's gallery. Ms. Smith rose and received the applause of the City Council and its assembled guests.

Rules Suspended -- CONGRATULATIONS EXTENDED TO MR. FREDERICK JONES ON HIS FIFTIETH ANNIVERSARY AS MUSIC MINISTER FOR SAINT MALACHY'S CHURCH.

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

The following is said proposed resolution:

WHEREAS, Frederick Jones, highly regarded citizen and friend celebrates his fiftieth year anniversary as music minister for Saint Malachy's Church; and

WHEREAS, Frederick Jones is one of our great City of Chicago's most dedicated citizens and is highly respected by his grateful 27th Ward community congregation to which he has devoted so much time and energy; and

WHEREAS, Symbolizing the strength and solidity of family life, Frederick Jones and his wife, Susan Zei-Jones have three children, Lisa, Frederick Jr. and Ebonee and two grandchildren, Lloyd and Kelli, who celebrate this great occasion along with many family members and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, A.D., do hereby offer our heartiest and most grateful congratulations to Frederick Jones on the occasion of his fiftieth year anniversary as music minister for Saint Malachy's Church, and express our gratitude to this fine citizen for his outstanding public service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. Frederick Jones.

On motion of Alderman Watson, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Watson called the City Council's attention to the presence of Mr. Frederick Jones who was seated in the visitor's gallery. Mr. Jones rose and received the applause of the City Council and its assembled guests.

Rules Suspended -- CONGRATULATIONS EXTENDED TO EDUCATOR DOROTHY ELLEN SPRATT PAWELSKI ON HER RETIREMENT AFTER FORTY-TWO YEARS OF DEDICATED SERVICE.

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

The following is said proposed resolution:

WHEREAS, Dorothy Ellen Spratt Pawelski has announced her retirement as a Chicago Public School Teacher after forty-two years of service; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Dorothy is a lifelong resident of the southside of Chicago where she resides with her husband Norbert Leon Pawelski. She attended Saint Margaret of Scotland Grammar School, Academy of Our Lady High School, received her bachelor of arts degree from Mundelein College, her master of education at Chicago State University and her doctor of education at Nova University; and

WHEREAS, Dorothy is the devoted mother of Mark Daniel Pawelski and Lisa Marie Pawelski Rollheiser and the loving grandmother of Brittany Marie Rollheiser and Alexandra Elizabeth Pawelski; and

WHEREAS, Dorothy began her teaching career in 1951 at the Clissold School, then she transferred to Haines School in 1952 and later to Esmond School until her retirement in December of 1993; and

WHEREAS, Dorothy has been recognized with numerous service awards throughout her career. She has been an active member of many associations such as Daughters of the American Revolution, and the Dewalt Mechlin Chapter, in which she has held many offices; and

WHEREAS, Dorothy served the Chicago Board of Education and the children of Chicago with pride and dedication during her long career; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby offer our gratitude to Dorothy Ellen Spratt Pawelski for her contributions to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dorothy Ellen Spratt Pawelski.

On motion of Alderman Rugai, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Rugai called the City Council's attention to the presence of Mrs. Dorothy Pawelski; her husband, Norbert; her daughter, Lisa Pawelski Rollheiser; her son-in-law, Donald Rollheiser, Jr.; her granddaughter, Brittany Rollheiser; and friends, Mrs. Donna O'Connor and Mrs. Theresa Donohue who were seated in the visitors gallery. Mrs. Pawelski and her family rose to receive the applause of the City Council and its assembled guests.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTIES AT 5724 NORTH PULASKI ROAD, 5808 NORTH PULASKI ROAD AND 4100 WEST VICTORIA STREET APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) Tax Incentive Classification for the properties located at 5724 North Pulaski Road, 5808 North Pulaski Road and 4100 West Victoria Street pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of September 5, 1989 to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

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

WHEREAS, American Labelmark Company of the City of Chicago is the owner of the properties commonly known as 5724 North Pulaski Road, 5808 North Pulaski Road and 4100 West Victoria Street (hereinafter referred to as the "Subject Properties") and intends to proceed with new construction of manufacturing or industrial facilities at this location in the expectation that the Subject Properties will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The Subject Properties are located within the boundaries of Chicago Enterprise Zone 4; and

WHEREAS, The Subject Properties will be used by American Labelmark Company for manufacturing, warehousing, storage and wholesale distribution of industrial and commercial products and equipment, with associated use and product display; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Properties is necessary for the execution of the intended new construction; and

WHEREAS, The execution of this new construction and the future use of the Subject Properties will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Numbers for the Subject Properties are 13-03-405-049-0000, 13-03-405-030-0000, 13-03-405-029-0000 and 13-03-405-019-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Properties, the improvements to and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The Subject Properties are appropriate for Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, as amended September 5, 1989; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed substantial rehabilitation of 5724 North Pulaski Road, 5808 North Pulaski Road and 4100 West Victoria Street to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Properties as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the properties identified as

Permanent Real Estate Index Numbers: 13-03-405-049-0000, 13-03-405-030-0000, 13-03-405-029-0000 and 13-03-405-019-0000; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

PROPERTIES AT 3249 AND 3250 NORTH KILPATRICK AVENUE APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution approving a Class 6(b) Tax Incentive Classification for the properties located at 3249 North Kilpatrick Avenue and 3250 North Kilpatrick Avenue pursuant to the Cook County Real Property Classification Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of September 5, 1989 to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

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

WHEREAS, 3250 Kilpatrick Company purchased for value the properties commonly known as 3250 North Kilpatrick Avenue and 3249 North Kilpatrick Avenue, Chicago, Illinois (hereinafter referred to as "Subject Properties") on September 10, 1993; and

WHEREAS, The seller of the Subject Properties, Litton Systems, Inc. and Litton Industrial Automation Systems, Inc. has no financial interest in the 3250 Kilpatrick Company; and

WHEREAS, The Subject Property at 3250 North Kilpatrick Avenue is an abandoned property and has been vacant and unused for over twenty-four (24) continuous months prior to the purchase for value by 3250 Kilpatrick Company; and

WHEREAS, The Subject Property at 3249 North Kilpatrick Avenue has been a vacant lot for several years; and

WHEREAS, 3250 Kilpatrick Company has contracted to sell the Subject Properties to Northern Management and Financial, L.P., an Illinois limited partnership, pursuant to Real Estate Contracts dated January 19, 1994 ("Contracts"); and

WHEREAS, The Contracts are contingent upon obtaining a resolution from the City of Chicago that supports and consents to Northern Management and Financial, L.P. filing a Class 6(b) application for the Subject Properties with the Cook County Assessor; and

WHEREAS, The Permanent Real Estate Tax Index Numbers of the Subject Properties are 13-22-320-045, 13-22-320-046 and 13-22-321-010 and the Subject Properties are located in Jefferson Township; and

WHEREAS, The Subject Property at 3250 North Kilpatrick Avenue, Chicago, Illinois has been used in the past for the manufacturing of x-ray tubes; and

WHEREAS, Northern Management and Financial, L.P. expects to obtain a tenant or tenants that will use the Subject Property at 3250 North Kilpatrick Avenue, Chicago, Illinois, for manufacturing purposes; and

WHEREAS, Northern Management and Financial, L.P. plans to use the 3249 North Kilpatrick Avenue property as a parking lot for tenants from 3250 North Kilpatrick Avenue; and

WHEREAS, The grant of the Class 6(b) tax incentives for the Subject Properties are necessary for the substantial reoccupation of the vacant Subject Properties; and

WHEREAS, The expected substantial reoccupation of the Subject Properties and the future use of the Subject Properties will provide significant present and future employment, both permanent and temporary, in the City; and

WHEREAS, 3250 Kilpatrick Company and Northern Management and Financial, L.P. have the expectation that the Subject Properties will be eligible for a Class 6(b) Real Property Classification under the tax incentive provisions of the Cook County Real Property Classification Ordinance, as amended; now, therefore,

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

SECTION 1. The Subject Properties are appropriate for Class 6(b) tax incentives and benefits pursuant to the Cook County Real Property Classification Ordinance as amended September 5, 1989; and

SECTION 2. The incentives provided by the Class 6(b) Real Property Assessment Classification are necessary for any substantial reoccupation of 3250 North Kilpatrick Avenue and 3249 North Kilpatrick Avenue to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and

supports the classification of the Subject Properties as Class 6(b) property and the Class 6(b) tax incentives shall apply to the properties identified as Permanent Real Estate Index Numbers: 13-22-320-045, 13-22-320-046 and 13-22-321-010; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

AUTHORIZATION TO RESTRUCTURE LOAN AGREEMENT WITH ETA CREATIVE ARTS FOUNDATION, INC. FOR REHABILITATION OF THEATRICAL COMMUNITY CENTER FACILITY AT 7558 SOUTH SOUTH CHICAGO AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the restructuring of a loan to ETA Creative Arts Foundation, Inc. for the property located at 7558 South South Chicago Avenue, in the amount of $74,999, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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, Illinois (the "City"), is a home rule unit of local government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may, under the power granted by said Section 6(a), exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The City Council of the City adopted an ordinance on March 11, 1987, published in the Journal of Council Proceedings of the City for the same date at pages 40285 -- 40301, authorizing the submission by the City to the United States Department of Housing and Urban Development of a final statement of objectives and projects for the use of Community Development Block Grant ("C.D.B.G.") funds for C.D.B.G. Entitlement Year XIII (the "Appropriation Ordinance"); and

WHEREAS, Pursuant to the Appropriation Ordinance, the City Council of the City appropriated $250,000 to the City's Department of Cultural Affairs (the "Department") for the Department's Arts Facilities Loan Program (the "Program"); and

WHEREAS, The Department includes, among its powers, the authority to award grants to cultural organizations; and

WHEREAS, Pursuant to the Appropriation Ordinance and the Program, the Department made a loan to ETA Creative Arts Foundation, Inc., an Illinois not-for-profit corporation ("ETA"), in the aggregate principal amount of $74,999 (the "Loan"), for the rehabilitation of ETA's Theatrical Community Center facility located at 7558 South South Chicago Avenue, Chicago, Illinois (the "Project") as evidenced by a certain Arts Facilities Loan Program Agreement (the "Agreement") and a Junior Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") both by and between the City and ETA and dated as of December 16, 1988 and certain

other documents (collectively with the Agreement and the Mortgage, the "Loan Documents"), the terms of which are set forth on Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, The Project has met with financial difficulties and ETA has requested that the City restructure the Loan; and

WHEREAS, The Department has preliminarily reviewed and approved the restructuring of the Loan pursuant to the terms and conditions set forth in Exhibit A; 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 the Department (the "Commissioner") and a designee of the Commissioner are each 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 restructuring of the Loan. The Commissioner and a designee of the Commissioner are hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with such restructuring in substantial conformity with the terms described in Exhibit A hereto.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower: ETA Creative Arts Foundation, Inc., an Illinois not-for-profit corporation.

Project:	Rehabilitation of Theatrical Community Center facility located at 7558 South South Chicago Avenue (the "Property").	
Original Loan Terms:		
	Source:	C.D.B.G. funds.
	Amount:	$74,999.
	Term:	15 years.
	Maturity Date:	May 10, 2004.
	Service Charge:	Three percent.
	Payment Terms:	Monthly payments of principal and service charges amortized over the 15-year Loan term.
	Outstanding Principal Balance as of February 2, 1994:	$59,165.92.
	Security:	Junior mortgage on the Property.
Restructuring Terms:		
	Payment Terms:	The Loan Documents shall be amended to suspend (subject to the conditions described immediately below) payments of all principal, service charges and penalties due and owing from ETA to the City pursuant to the Loan Documents. From and after the expiration of the term of the Loan (the "Maturity Date"), ETA shall be released from all of its obligations to pay principal, service charges and penalties due and owing under the Loan Documents and the Loan shall be forgiven and the Loan Documents cancelled and released as of

the Maturity Date, provided that, as of the Maturity Date:

(a) no sale, partial sale, exchange, transfer or other disposition of the interest of ETA in the Property (a "Transfer") has occurred; and

(b) no change in use of the Property from artistic and cultural activities ("Change in Use") has occurred.

If at any time prior to the Maturity Date there is a Transfer or a Change in Use, all principal, service charges and penalties accrued shall be immediately due and payable.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH N & M PARTNERSHIP/FARWELL FOR ACQUISITION AND REHABILITATION OF PROPERTY AT 1443 -- 1445 WEST FARWELL AVENUE AND 6825 -- 6831 NORTH GREENVIEW AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

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 N & M Partnership/Farwell, an Illinois partnership for the acquisition and rehabilitation of low- and moderate-income housing at 1443 -- 1445 West Farwell Avenue and 6825 -- 6831 North Greenview Avenue, in the amount of $811,181, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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 $7,060,000 of Community Development Block Grant Funds for its Multi-Family Loan Program (the ("Multi-Program") in Program Year XIX, wherein acquisition and rehabilitation loans are made available to owners of rental properties containing five or more dwelling units located in low- and moderate-income areas, and the Multi-Program is administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983 (which was repealed as of October 1, 1991 by the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 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 rental 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 such funds are administered by D.O.H.; and

WHEREAS, The City may have available to it at least $313,200 in "program income" (as defined in 24 C.F.R. Section 511.76(b)) derived from the use of Rental Rehabilitation Program grant funds (the "Program Income Funds"); and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to N & M Partnership/Farwell, an Illinois general partnership (whose sole partners are Michael Dalfonso and Nick Fera) (the "Borrower"), in an amount not to exceed $811,181 (the "Loan"), to be funded from Multi-Program funds in an amount not to exceed $497,981 and from Rental Rehabilitation Program funds or, if available, Program Income Funds, in an amount not to exceed $313,200 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 in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each 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 the 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. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower:	N & M Partnership/Farwell, an Illinois general partnership, whose sole partners are Michael Dalfonso and Nick Fera.	
Project:	Acquisition and rehabilitation of a building located at 1443 -- 1445 West Farwell Avenue/6825 -- 6831 North Greenview Avenue (the "Property") and of 19 dwelling units contained therein as one- and two-bedroom units for low- and moderate-income families.	
Loan:	Source:	Mulit-Program Year XIX.
	Amount:	Not to exceed $497,981.
	Source:	Rental Rehabilitation Program Year VII or Program Income Funds.

	Amount:	Not to exceed $313,200.
	Term:	Not to exceed 32 years.
	Interest:	.8 percent per annum, provided that an additional 1.2 percent per annum shall accrue and be payable, from excess proceeds, only upon the sale of the Project or the refinancing of the Loan.
	Security:	Non-recourse loan; second mortgage on the Property.
Additional Financing:		
1.	Amount:	$432,000.
	Term:	30 years.
	Source:	LaSalle National Bank.
	Interest:	Adjustable rate, not to exceed 12.25 percent per annum.
	Security:	First mortgage on the Property.
2.	Amount:	$138,131.
	Source:	Borrower.
Total Project Costs:		$1,381,312.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning

Construction/Architectural/Structural

Internal Plumbing

H.V.A.C. Water for Construction

Smoke Abatement

B. Electrical Permit: Service and wiring

C. Elevator Permit (if applicable)

D. Wrecking Permit (if applicable)

E. Fencing Permit (if applicable)

F. Driveway Permit (if applicable)

Department Of Sewers.

Plan Review, Permit and Inspection Fees.

Connection Fees.

Department Of Water.

Plan Review, Permit and Inspection Fees.

Tap Fees.

Demolition Fees for Existing Water Taps (Fees to purchase B-boxes, meters, and remote readouts are not waived).

Department Of Streets And Sanitation.

Street Opening and Patching Fees.

AUTHORIZATION TO RESTRUCTURE LOAN AND SECURITY AGREEMENT WITH NICK J. FERA AND MICHAEL P. DALFONSO (LUNT AND WOLCOTT PARTNERSHIP) FOR REHABILITATION OF PROPERTY AT 1846 -- 1852 WEST LUNT AVENUE AND 7001 -- 7007 NORTH WOLCOTT AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the restructuring of a loan and security agreement made to Lunt and Wolcott Partnership for the rehabilitation of property located at 1846 -- 1852 West Lunt Avenue and 7001 -- 7007 North Wolcott Avenue in the amount of $1,024,440, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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

WHEREAS, The City Council of the City enacted an ordinance on December 21, 1988, published in the Journal of Council Proceedings of the City for the same date at pages 23164 -- 23166, pursuant to which the City was authorized to make a loan (the "Loan") through its Department of Housing ("D.O.H.") in the principal amount of $1,024,440 for the rehabilitation of the apartment building located at 1846 -- 1852 West Lunt Avenue/7001 -- 7007 North Wolcott Avenue, Chicago, Illinois (the "Project") to Lunt and Wolcott Partnership, an Illinois general partnership (the "Partnership"); and

WHEREAS, D.O.H. made the Loan on January 13, 1989 to Nick J. Fera and Michael P. Dalfonso (collectively, the "Borrower"), each the owner of a 50 percent interest in the Partnership; and

WHEREAS, The Project has met with financial difficulties and the Borrower has requested that D.O.H. restructure the Loan; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the restructuring of the Loan pursuant to the terms and conditions set forth in Exhibit A attached hereto and hereby made a part hereof; 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 Loan to the Borrower is hereby ratified and confirmed.

SECTION 3. The Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each 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 restructuring of the Loan. 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 restructuring of the Loan which do not substantially modify the terms described in Exhibit A hereto.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. 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 P. Dalfonso and Nick J. Fera.

Project:		Rehabilitation of a building located at 1846 -- 1852 West Lunt Avenue/7001 -- 7007 North Wolcott Avenue, Chicago, Illinois (the "Property") and of 40 dwelling units contained therein for low- and moderate-income families.
Original D.O.H. Loan:	Amount:	$1,024,440.
	Interest:	Zero percent per annum (with payments in addition to principal to be paid according to a schedule set forth in the Loan documents).
	Default Interest Rate:	12 percent per annum.
	Annual Payment:	Variable, as set forth in the Loan documents, depending on the variable interest rate due on the senior loan.
	Monthly Payment:	None.
	Outstanding Principal Balance:	$1,024,440 as of January 5, 1994.
	Security:	Non-recourse loan; second mortgage on the Property.
	Maturity Date:	February 1, 2021.
Terms of Restructuring:	Interest:	$500 fee payable monthly.
	Default Interest:	All default interest accrued prior to closing of the restructuring to be forgiven.

Annual Payment:	February 1, 1993 payment retroactively reduced from $36,183 to $13,962; thereafter, no annual payment.
Monthly Payment:	Monthly payments of $500, constituting interest only, commencing January 1, 1994 (with such payments due and owing prior to the closing of the restructuring to be paid at closing), with a balloon payment of all principal and interest due on the maturity date.
Outstanding Principal Balance:	$1,046,661 (with such increase of $22,221 representing the amount by which the original February 1, 1993 annual payment was reduced pursuant to the restructuring).

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH CORNERSTONE COMMUNITY OUTREACH FOR REHABILITATION OF PROPERTY AT 4625 NORTH CLIFTON AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

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 Cornerstone Community Outreach for property located at 4625 North Clifton Avenue, in the amount of $809,565, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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 housing available to persons of low- and moderate -income; and

WHEREAS, The City has determined that the continuance of a shortage of affordable housing is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has programmed $7,060,000 of Community Development Block Grant ("C.D.B.G.") funds for its Multi-Family Loan Program (the "Multi-Program") in Program Year XIX, wherein acquisition and rehabilitation loans are made available to owners of 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 Cornerstone Community Outreach, an Illinois not-for-profit corporation (the "Borrower"), in an amount not to exceed $809,565 ("the Loan"), to be funded from Multi-Program 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 in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each 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. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provision of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower:	Cornerstone Community Outreach, an Illinois not-for-profit corporation.		
Project:	Rehabilitation of a building located at 4626 North Clifton Avenue (the "Property") containing a 55-bed, dormitory style transitional shelter for homeless women and children.		
Loan:	Source:		Multi-Program Year XIX.
	Amount:		Not to exceed $809,565.
	Term:		Not to exceed 16 years.
	Interest:		Zero percent per annum.
	Security:		Non-recourse loan; second mortgage on the Property.
	Repayment:		Entire balance of the loan is to be forgiven at the end of the term if the facility remains a shelter for the homeless.
Additional Financing:	1.	Amount:	$37,000.
		Source:	City of Chicago Department of Human Services C.D.B.G. Emergency Shelter Grant.
	2.	Amount:	$75,000 grant.
		Source:	Chicago Community Trust.
	3.	Amount:	$50,000 grant.
		Source:	Fieldstead Company.
	4.	Amount:	$16,000 grant.

Source: Jesus People U.S.A..

5. Amount: $15,000 grant.

Source: Friends of Cornerstone Community Outreach.

6. Amount: $11,000 grant.

Source: Hinsdale Covenant Church.

Total Project Costs: Approximately $1,013,565.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning

Construction/Architectural/Structural

Internal Plumbing

H.V.A.C.

Water for Construction

Smoke Abatement

B. Electrical Permit: Service and wiring

C. Elevator Permit (if applicable)

D. Wrecking Permit (if applicable)

E. Fencing Permit (if applicable)

F. Driveway Permit (if applicable)

Department Of Sewers.

Plan Review, Permit and Inspection Fees.

Connection Fees.

Department Of Water.

Plan Review, Permit and Inspection Fees.

Tap Fees.

Demolition Fees for Existing Water Taps (Fees to purchase B-boxes, meters, and remote readouts are not waived).

Department Of Streets And Sanitation.

Street Opening and Patching Fees.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH RED DOOR LIMITED PARTNERSHIP FOR ACQUISITION AND REHABILITATION OF PROPERTY AT 5012 -- 5016 NORTH WINTHROP AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing to execute a loan and security agreement with Red Door Limited Partnership for the rehabilitation of the property located at 5012 -- 5016 North Winthrop Avenue in the amount of $3,950,792, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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, Illinois (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 Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. Section 12701, et seq., authorizing, inter alia, the HOME Investment Partnership Program (the "HOME Program") pursuant to which the United States Department of Housing and Urban Development ("H.U.D.") is authorized to make funds ("HOME Funds") available to participating jurisdictions to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The City has received an allocation from H.U.D. in the amount of $26,673,000 of HOME Funds to make loans and grants for the purposes enumerated above and such HOME Funds are administered by the City's Department of Housing ("D.O.H."); and

WHEREAS, The City has available an amount in excess of $924,054 in Corporate Fund No. 100 (the "Corporate Funds") to be used as the local match of HOME Funds required under the HOME Program; and

WHEREAS, D.O.H. has preliminarily reviewed and approved the making of a loan to Red Door Limited Partnership, an Illinois limited partnership (the "Borrower") of which a wholly owned subsidiary of Lakefront Single Room Occupancy Corporation, an Illinois not-for-profit corporation, is the sole general partner, in an amount not to exceed $3,950,792 (the "Loan"), to be funded from $3,026,738 of HOME Funds and $924,054 of Corporate Funds, pursuant to the terms and conditions set forth in Exhibit A attached hereto and hereby 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 in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each 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 HOME 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. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and hereby made a part hereof.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower:	Red Door Limited Partnership, an Illinois limited partnership, with a wholly-owned subsidiary of Lakefront Single-Room Occupancy Corporation, an Illinois not-for-profit corporation ("L.S.R.O."), as the sole general partner (the "General Partner") and others to be hereafter selected as the limited partners.	
Project:	Acquisition and rehabilitation of a building located at 5012 -- 5016 North Winthrop Avenue, Chicago, Illinois 60640 (the "Property") and of 160 dwelling units contained therein as single-room occupancy units for low-income persons.	
Loan:	Source:	HOME Program.
	Amount:	Not to exceed $3,026,738.
	Source:	Corporate Funds.
	Amount:	Not to exceed $924,054.

Term: Not to exceed 32 years.

Interest: Zero percent per annum.

Security: Non-recourse loan; first mortgage on the Property.

Additional Financing:

1. Amount: $350,000.

   Term: 30 years.

   Source: Illinois Housing Development Authority ("I.H.D.A."), or a financial institution acceptable to the Commissioner.

   Interest: Zero percent per annum.

   Security: Second mortgage on the Property.

2. Low-Income Housing Tax Credit ("L.I.H.T.C.") Proceeds: Approximately $2,490,605.

   Source: To be derived from the syndication by the General Partner of $469,406 L.I.H.T.C. allocation by the City.

3. Stewart B. McKinney Act Homeless Assistance Program: Ten-year contract between the Chicago Housing Authority, as administrator for H.U.D., and the Borrower to pay to the Borrower the difference between the fair market rent, as determined by H.U.D., for 80 units in the Property and 30 percent of tenant income for each assisted unit.

4. Section 8 Project-Based Assistance: Project-based financial assistance to the Borrower from H.U.D. in the form of Section 8 certificates for a certain minimum number of units in the Property acceptable to the Commissioner, which permit lower rents for each assisted unit.

5. Amount: $150,000.

Source: Equity contribution of the General Partner to the Borrower, to be derived from a grant to L.S.R.O. from I.H.D.A. for the Property.

Total Project Costs: Approximately $6,941,397.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning

Construction/Architectural/Structural

Internal Plumbing

H.V.A.C.

Water for construction

Smoke Abatement

B. Electrical Permit: Service and wiring

C. Elevator Permit (if applicable)

D. Wrecking Permit (if applicable)

E. Fencing Permit (if applicable)

F. Driveway Permit (if applicable)

Department Of Sewers.

Plan Review, Permit and Inspection Fees.

Connection Fees.

Department Of Water.

Plan Review, Permit and Inspection Fees.

Tap Fees.

Demolition Fees for Existing Water Taps (Fees to purchase B-boxes, meters, and remote readouts are not waived).

Department Of Streets And Sanitation.

Street Opening and Patching Fees.

AUTHORIZATION FOR EXECUTION OF LOAN AND SECURITY AGREEMENT WITH PRAIRIE APARTMENTS LIMITED PARTNERSHIP FOR ACQUISITION AND REHABILITATION OF PROPERTY AT 6034 -- 6052 SOUTH PRAIRIE AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of the Department of Housing to execute a loan and security agreement with Prairie Apartments Limited Partnership for the rehabilitation of the property located at 6034 -- 6052 South Prairie Avenue, in the amount of $992,791, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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 $7,060,000 of Community Development Block Grant funds for its Multi-Family Loan Program (the "Multi-Program") in Program Year XIX, 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 Prairie Apartments Limited Partnership, an Illinois limited partnership (the "Borrower"), of which Community Development Partners, Inc., an Illinois corporation, is the sole general partner, in an amount not to exceed $992,791 (the "Loan"), to be funded from Multi-Program 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 in Exhibit A hereto, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each 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. In connection with the Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Project (as described in Exhibit A hereto) and as more fully described in Exhibit B attached hereto and made a part hereof.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower:	Prairie Apartments Limited Partnership, an Illinois limited partnership, of which Community Development Partners, Inc., an Illinois corporation, is the sole general partner (the "General Partner").	
Project:	Acquisition and rehabilitation of a building located at 6034 -- 6052 South Prairie Avenue (the "Property") and of 33 dwelling units contained therein as two- and three-bedroom units for low- and moderate-income families.	
Loan:	Source:	Multi-Program Year XIX.
	Amount:	Not to exceed $992,791.
	Term:	Not to exceed 22 years.
	Interest:	Zero percent per annum.
	Security:	Non-recourse loan; second mortgage on the Property.

Additional Financing:	1.	Amount:	$615,000.
		Term:	Not to exceed 20 years.
		Source:	Harris Trust and Savings Bank, or a financial institution acceptable to the Commissioner.
		Interest:	Adjustable rate, not to exceed 12 percent per annum.
		Security:	First mortgage on the Property.
	2.	Low-Income Housing Tax Credit ("L.I.H.T.C.") Proceeds:	Approximately $669,049.
		Source:	To be derived from the syndication by the General Partner of $148,700 L.I.H.T.C. allocation by the City.
	3.	Equity:	$100.
		Source:	General Partner.
Total Project Costs:			Approximately $2,276,940.

Exhibit "B".

Fee Waivers.

Department Of Buildings.

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit:

Zoning

Construction/Architectural/Structural

Internal Plumbing

H.V.A.C.

Water for Construction

Smoke Abatement

B. Electrical Permit: Service and wiring

C. Elevator Permit (if applicable)

D. Wrecking Permit (if applicable)

E. Fencing Permit (if applicable)

F. Driveway Permit (if applicable)

Department Of Sewers.

Plan Review, Permit and Inspection Fees.

Connection Fees.

Department Of Water.

Plan Review, Permit and Inspection Fees.

Tap Fees.

Demolition Fees for Existing Water Taps (Fees to purchase B-boxes, meters, and remote readouts are not waived).

Department Of Streets And Sanitation.

Street Opening and Patching Fees.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SPECIFIED SETTLEMENT AGREEMENTS.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two orders authorizing the Corporation Counsel to enter into and execute settlement orders in the following cases:

Alice Rudin, guardian for the estate of Alex Botvinnik v. City of Chicago, 91 L 21511, in the amount of $450,000; and

Julia and Danny Szirmai v. City of Chicago, 91 L 20670, in the amount of $200,000,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully yours,

(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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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):

Alice Rudin, Guardian For The Estate Of Alex Botvinnik 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: *Alice Rudin, guardian for the estate of Alex Botvinnik v. City of Chicago,* 91 L 21511 in the amount of $450,000.

Julia And Danny Szirmai 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: *Julia and Danny Szirmai v. City of Chicago,* 91 L 20670 in the amount of $200,000.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH COMMONWEALTH EDISON COMPANY FOR DEVELOPMENT OF ELECTRICAL SUBSTATION AT 6 -- 10 EAST LAKE STREET.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement with Commonwealth Edison Company for the development of an electrical substation at 6 -- 10 East Lake Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on March 29, 1979 adopted an ordinance approving the designation of an area located within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop" ("North Loop"); and

WHEREAS, The City Council on October 22, 1981 adopted an ordinance approving those certain "North Loop Guidelines for Conservation and Redevelopment" concerning the redevelopment of the North Loop; and

WHEREAS, Commonwealth Edison Company, an Illinois corporation ("Developer"), owns a certain parcel in the North Loop generally bounded by North State Street, East Haddock Place, East Lake Street, and a line approximately 135 feet east and parallel to North State Street, which parcel is located on Block 8 of the North Loop and legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Pursuant to the terms of the proposed redevelopment agreement between the Developer and the City, including without limitation, Section 3.6 of the Agreement, if a Certificate of Public Convenience and Necessity is subsequently issued by the Illinois Commerce Commission pursuant to a petition filed by Developer (and not by the City or an unrelated third party) for the underground transmission lines that would be the primary source of supply for the Transmission and Distribution Center ("T.D.C."), then Developer will construct a T.D.C. on the Property consisting of an electrical substation (including the C.T.A. electrical distribution facility presently located upon the Property) which shall be located within an enclosed structure featuring special architectural and civic art displays, and in addition, provide for off-street parking; 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, on behalf of the City of Chicago, that certain "Block 8, North Loop Project Redevelopment Agreement, Commonwealth Edison Company" substantially in the form attached hereto as Exhibit B.

SECTION 2. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Lots 25 -- 30 in Block 8 of Fort Dearborn Addition to Chicago, a subdivision of the southwest fractional quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6 -- 10 East Lake Street, Chicago, Illinois.

Permanent Index Numbers: 17-10-302-008-0000 and 17-10-302-016-0000.

Exhibit "B".

Block 8, North Loop Project Redevelopment Agreement, Commonwealth Edison Company.

This Agreement ("Agreement"), dated as of March ____, 1994 is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and Commonwealth Edison Company, an Illinois corporation ("Developer"), having its principal office at One First National Plaza, Chicago, Illinois 60603.

Recitals.

A. The City, as a home rule unit of government under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. In furtherance of its objectives to encourage the redevelopment and revitalization of blighted commercial areas, the City established the Commercial District Development Commission, which has been succeeded in interest by the Community Development Commission ("Commission").

C. On March 20, 1979, the Commission designated an area within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop" ("Redevelopment Area"), and on March 20, 1979, approved a redevelopment plan ("Redevelopment Plan") for the Redevelopment Area. The blighted commercial area designation was approved by the City Council of the City of Chicago, pursuant to an ordinance duly adopted on March 28, 1979. The Redevelopment Plan was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982. The North Loop Guidelines for Conservation and Redevelopment ("Guidelines"), pertaining to the Redevelopment Area, were approved by the Commission on May 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and as revised, were approved by the City Council on October 22, 1981, as further revised by the Commission on October 12, 1982, as so further revised and approved by the Chicago Plan

Commission on October 14, 1982, and with additional revisions, were further approved by the City Council on October 27, 1982 and as further revised by the Commission on September 1, 1987, as so further revised and approved by the Chicago Plan Commission on September 2, 1987, and were finally approved by the City Council on September 23, 1987, and as further revised by the Commission on January 24, 1989, as so further revised and approved by the Chicago Plan Commission on February 9, 1989, and were approved by the City Council on March 29, 1989. Furthermore, the City adopted ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Area, approving the Tax Increment Financing Redevelopment Plan and Project ("T.I.F. Plan") for the North Loop Redevelopment Area and adopting tax increment financing for the North Loop Redevelopment Area. The T.I.F. Plan was further revised by the Commission on September 1, 1987 and as revised, was approved by the City Council on September 23, 1987. The Plan, the Guidelines and the T.I.F. Plan are collectively referred to herein as the "Redevelopment Documents".

D. The Redevelopment documents set forth: (i) the City's general objectives for the Redevelopment Area; and (ii) certain specific planning and design criteria for the Redevelopment Area.

E. Developer owns a certain parcel of real estate located within the Redevelopment Area generally bounded by North State Street, East Haddock Place, East Lake Street and a line plus or minus 136 feet east and parallel to North State Street, which parcel is located on Block 8 of the Redevelopment Area and legally described on (Sub)Exhibit A attached hereto ("Site"). The Site is presently improved with a five-story office building and a Chicago Transit Authority ("C.T.A.") electrical distribution facility.

F. Pursuant to the terms of the Agreement, including, without limitation, Section 3.6 below, if a Certificate of Public Convenience and Necessity is issued by the Illinois Commerce Commission pursuant to a petition filed by Developer (and not by the City or an unrelated third party) for the underground transmission lines that would by the primary source of supply for the Transmission and Distribution Center ("T.D.C."), then Developer shall construct a T.D.C. on the Site consisting of an electrical substation (including the C.T.A. electrical distribution facility presently improving the Site) which shall be located within an enclosed structure featuring special architectural and civic art displays and in addition, provide for off-street parking (all of the improvements to be constructed by Developer at the Site shall by collectively referred to as the "Project").

G. Developer and the City acknowledge that the implementation of the policies and provisions described in the Redevelopment Documents and the Agreement will be of mutual benefit to Developer and the City.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

Definitions.

For all purposes of the Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Affidavits: Those certain affidavits executed by Developer dated _____, 1994 concerning Developer's compliance with the anti-scofflaw laws of the City and the State of Illinois.

Affirmative Action Plan: Section 7 of that certain Utility License Agreement between the City and Developer entitled "Equal Opportunity/Affirmative Action", affecting in part, the Site and the Project, a copy of which is attached hereto as (Sub)Exhibit B.

Agreement to Provide Technical Assistance: That certain agreement to be entered into by the City and Developer, as further described in Section 5.3 below.

Block 8: That certain block located in the City's Loop bounded by North State Street, North Wabash Avenue, East Wacker Drive and East Lake Street. This block is commonly referred to as "Block 8" of the City's North Loop Redevelopment Area.

Certificate: The certificate of completion to be issued by the City pursuant to subsection 3.9 below.

City: The City of Chicago, an Illinois municipal corporation.

Commission: The Community Development Commission of the City of Chicago.

Commissioner: The Commissioner of the Department of Planning and Development of the City of Chicago.

Completion: The substantial completion of the Project. The Project shall be considered substantially complete when: (i) the external improvements, and those internal improvements necessary for electrical transmission, which constitute the Project are substantially finished (but subject to insubstantial incomplete matters such as the correction of completion of "punch list items") and ready for use and occupancy for the purpose intended and, (ii) all public amenities described in (Sub)Exhibit D below (or commitments therefor in form and content satisfactory to the Commissioner have been delivered) are substantially finished (by subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for use and occupancy for the purpose intended.

Developer: Commonwealth Edison Company, an Illinois corporation.

D.P.D.: City of Chicago Department of Planning and Development.

Planned Development: That certain planned development described in subsection 3.2 below.

Project: All of the improvements to be constructed by Developer at the Site pursuant to the drawings, plans and specifications approved by the City in accordance with subsection 3.4 below.

Redevelopment Documents: The Redevelopment Plan, the T.I.F. Plan, the Guidelines and the Planned Development. The Redevelopment Documents shall include any revision made from time to time by the City, provided that no such revision shall: (i) alter the use of the Site for the purposes contemplated by the Agreement; (ii) expressly require Developer to take an action that results in an increase of Developer's costs above one percent (1%) of the total costs for the Project; or (iii) substantially alter the schedule for construction of the Project.

Site: The land legally described in (Sub)Exhibit A attached hereto.

Section I.

Incorporation Of Recitals And Definitions.

The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section II.

Representations And Warranties.

2.1 Representations And Warranties Of Developer.

To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby represents and warrants to the City as follows:

(a) As of the date hereof, and hereafter, Developer has and shall have good and merchantable fee title to the Site and the

improvements located thereon, subject only to those standard exceptions contained in an Alta insurance policy.

(b) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer or any party affiliated with Developer which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement and the Redevelopment Documents; or (ii) materially affect the operation or financial condition of Developer.

(c) There are no pending environmental, civil, criminal or administrative proceedings relating to the Site and Developer has no knowledge of any threatened proceedings or any facts or circumstances which may give rise to any such proceedings in the future.

(d) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law or court order which may affect the Site, any part thereof, any interest therein or the use thereof.

(e) Developer is a duly organized and existing Illinois corporation in good standing under the laws of the State of Illinois.

(f) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.

(g) The use of the Site shall not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Site or any part thereof.

(h) Developer shall not discriminate upon the basis of race, color, religion, sex, national origin or ancestry, age or handicap in the use or occupancy of the Project or any improvements located or to be erected on the Site or any part thereof, and shall utilize the Project solely for those uses permitted by the terms of the Agreement, the Redevelopment Documents, or both.

(i) Developer has agreed to comply with the terms of:

(1) the Affidavits;

(2) the Affirmative Action Plan;

(3) Developer's Public Policy Covenants; and

(4) the Agreement to Provide Technical Assistance.

2.2 Representations And Warranties Of The City.

To induce Developer to execute the Agreement and perform the obligations of Developer hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, and deliver the Agreement and perform the terms and obligations contained herein.

2.3 Survival Of Representations And Warranties.

Developer agrees that all of its representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement will be true at all times hereafter, except with respect to matters which have been disclosed in writing to and approved by the other party.

Section III.

Construction Of The Project.

3.1 Generally.

Developer agrees that the Project shall be solely devoted to the development of a Transmission and Distribution Center consisting of an electrical substation (including the C.T.A. electrical distribution facility presently improving the Site) within an enclosed structure featuring special architectural treatments and civic art displays and providing for three (3) accessory, off-street parking spaces. Developer covenants to the City that no office, retail or other uses (other than those described above) will occupy the proposed structure, and pedestrian access would be restricted to the authorized utility personnel of Developer.

The design of the accessory parking spaces shall be reviewed by the City's Department of Transportation and approved by the D.P.D.. In addition, the facade facing North State Street shall feature four (4) tall light columns,

their lantern capitals, a curved screen backdrop and three (3) display windows with an ornamental stainless steel grill placed in front. The windows shall hold a permanent display of art, which will be selected in accordance with Developer's specifications (developed in consultation with the Greater State Street Council and the City's Department of Cultural Affairs ("D.C.A.")), which specifications must be reviewed and approved by the D.P.D. in writing. The State Street facade shall be constructed primarily of glass (clear and specialty glass), stainless steel and painted aluminum structural and framing elements and a granite base. The Lake Street facade shall be constructed primarily of limestone, a granite base and an upper copper wall. The elevation of the facade shall be divided by an ornamental stair tower, enclosed in clear glass with stainless steel and painted aluminum frames. A series of bronze plaques created by local artists shall commemorate events of Chicago history and shall be located at the pedestrian level of the Lake Street facade. The number of plaques and the events depicted thereon shall be based on specifications prepared by Developer and approved in writing by the D.P.D..

In addition, the design and construction of the Transmission and Distribution Center shall include the following: (a) routing through the existing underground freight tunnels of both the incoming 138 kV transmission and outgoing 12 kV distribution feeds; (b) underground routing of the cable, to consist of three phases of both the 138 kV and 12 kV systems to be wrapped within another cable and contained within pipe-type conduit; (c) three phase design and metal encasement of all 12 kV switchgear and capacitor banks, enclosed within the T.D.C. itself; (d) a building setback approximately 15 feet, at an elevation of plus or minus 29 feet Chicago City Datum, from the adjacent Harold Washington College on the east and plus or minus 22 feet separation from the United Insurance Building to the north; (e) the complete elimination of any feeder cables or capacitors along the inside of any exterior walls; and (f) the condition that Developer will implement an on-going program, satisfactory to the City's Department of the Environment, to monitor E.M.F. levels emanating from the Transmission and Distribution Center. The monitoring program shall be in place during the construction and operation of the Transmission and Distribution Center.

Developer shall also plant trees along the State Street and Lake Street frontages as depicted on the applicable Site Plan contained in the Planned Development (as described in subsection 3.2 below), subject to the approval of the City's Bureau of Forestry. The size and type of trees shall be in compliance with the most recent version of the State Street Development Plan and Urban Design Guidelines, and any specifications prepared by the D.P.D. to implement such plan. Any parkway trees planted by Developer shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.

All of the improvements to be constructed by Developer at the Site are more fully described in the Site Plans and Elevations ("Site Plans and Elevations") provided by Developer pursuant to Part 1 of the Planned Development described in subsection 3.2 below.

3.2 Planned Development.

A planned development ("Planned Development") affecting the Site, known as Institutional Planned Development Number 11029, was approved by the Chicago Plan Commission on March 11, 1993 and approved by the City Council of the City by ordinance adopted on June 9, 1993 (Council Journal of Proceedings, pages 34066 -- 34080).

3.3 Demolition By Developer.

Developer, at its sole cost and expense, shall be responsible for the demolition of the office building presently improving the Site, and for subsequent grading, compaction or other services necessary to permit construction of the Project. Developer agrees that it shall not demolish any improvements located on the Site no earlier than twelve (12) months prior to the commencement of construction of the Project. During the period subsequent to demolition but prior to the commencement of construction of the Project, Developer shall install a wooden fence along the perimeter of the Site at a minimum height of six (6) feet to effectively screen the Site. Developer shall provide the D.P.D. with a copy of the demolition permit and the dump ticket issued to the demolition contractor at the disposal site.

3.4 Submission Of Construction Documents.

The City hereby approves the Site Plans and Elevations listed on (Sub)Exhibit C attached hereto, which were provided by Developer pursuant to Part I of the Planned Development Ordinance described in subsection 3.2 above. Developer shall submit its design development drawings and specifications ("Part II Submissions") prior to the commencement of construction of the Project, which Part II submissions shall be consistent with the Site Plan and Elevations. The Part II Submissions shall be reviewed and approved by the D.P.D. in a timely manner.

Any material amendment to the Part II Submissions must be submitted to the D.P.D. for its approval, which approval shall be in accordance with the provisions of the Planned Development.

3.5 Limited Applicability Of D.P.D.'s Approval.

Any approvals of the Part I and the Part II Submissions made by the D.P.D. are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by the D.P.D. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the improvements constituting the Project. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project. Developer agrees to notify the D.P.D. within five (5) days of the issuance of the building permit by the City's Department of Buildings, and shall deliver one copy of the "soft sheet" building permit to the D.P.D..

3.6 Time For Commencement And Completion Of The Project.

Developer shall commence construction of the Project within twelve (12) months subsequent to the issuance of the Certificate of Public Convenience and Necessity by the Illinois Commerce Commission resulting from a petition filed by Developer (and no other party), and completion of any associated condemnation proceedings and appeals therefrom, and except as otherwise provided in the Agreement and the Planned Development ordinance, shall complete the Project within one hundred twenty (120) months of the effective date of the Planned Development. Developer agrees that it shall not commence with the demolition of the office building presently improving the Site until the Illinois Commerce Commission has issued the Certificate of Public Convenience and Necessity to Developer, and a copy of said Certificate has been delivered to the Commissioner. If the "sunset provision" of the Planned Development is extended by the City, then the completion date referred to in this Section 3.6 shall be likewise extended. Except as provided in this Section 3.6, Developer agrees for itself, its successors and assigns, that Developer, its successors and assigns, shall promptly begin and diligently complete the Project within the period specified herein.

3.7 Developer's Commitment.

On or before one (1) month prior to the commencement of construction of the Project as described in subsection 3.6 above, Developer shall deliver to the D.P.D.:

(a) executed contracts between Developer and the general contractor and prime contractors; and

(b) the lenders' letter of commitment for construction financing, specifying the amount of the loan, length of term and real interest rate.

The documents described in paragraphs (a) and (b) of this subsection 3.7 shall be submitted by Developer to the City under seal. The parties agree that the Commissioner or his/her designee, and the Corporation Counsel of the City or its designee, shall be the sole officials of the City allowed access to said documents.

3.8 Relocation Of Utilities.

Developer shall repair, replace or relocate any City utilities serving the Site, other than the sewers, at Developer's sole expense if necessitated by the Project. In consideration for a payment of Fifty Thousand Dollars ($50,000) to be made by Developer at the time of execution of the Agreement, the City shall accept responsibility for any and all repairs, replacement, relocation and maintenance of the sewers serving the Site that are required currently. In addition, the City agrees to waive any and all claims for future repairs, replacement or relocation of the sewers serving the Site by Developer arising from the development of the Project, unless such future repairs, replacement or relocation of the sewers is necessitated due to the negligence of Developer, its employees and agents at the Site, including, without limitation, the operation by Developer of the T.D.C.. Nothing in this Section 3.8 shall operate to preclude Developer's responsibilities and obligations under the Franchise Agreement between the City and Developer to move or relocate utility lines if the sewers have to be repaired, replaced or relocated in the future.

3.9 Certificate Of Completion.

As construction of the Project is completed in accordance with the approved Part II Submissions, the Agreement and the Redevelopment Documents, upon written request by Developer, the City shall furnish Developer with an appropriate Certificate. The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement with respect to the obligations of Developer and its successors and assigns to construct the Project. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the construction or completion of the Project. The Certificate shall be in recordable form. Upon written request by Developer for the Certificate, the City shall, within thirty (30) days after receipt of the same, undertake an inspection of the Site and thereafter provide Developer either with the Certificate or a written statement indicating in adequate detail how Developer has failed to complete the construction of the Project in conformity with the Redevelopment Documents, the Agreement and the Part II Submissions, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for Developer to perform in

order to obtain the Certificate. Developer shall have ninety (90) days to correct any such nonconformity or default. Upon compliance with the City's requirements, Developer shall resubmit a written request for a Certificate from the City.

3.10 Public Amenities.

In conjunction with the redevelopment of the Site in conformity with the Redevelopment Documents affecting the City's North Loop, and in addition to those amenities to be provided by Developer and described in subsection 3.1 above, Developer shall contribute to the City the sum of One Hundred Thousand and no/100 Dollars ($100,000.00) to be utilized for special upgrades of the State Street median between East Lake Street and East Wacker Drive. Said sum shall be deposited by Developer in an interest bearing escrow account ("Escrow") held at Chicago Title and Trust Company upon the issuance by Developer of bids with regard to the demolition of the existing structures presently improving the Site, as further described in subsection 3.3 above. The terms and conditions of the Escrow shall be agreed to by the parties and the Greater State Street Council.

3.11 Tax Increment Financing.

(a) The City and Developer agree that:

(i) for the purposes of the Agreement, the total minimum assessed value ("Minimum Assessed Value") of the Site and the Project for the years 1994 -- 2003 is shown on (Sub)Exhibit E attached hereto; and

(ii) the real estate taxes derived from the Site and the Project arising from all tax rates of the various taxing districts are estimated to be as shown in (Sub)Exhibit F attached hereto.

(b) With reference to the assessment of the Site and the Project or any part thereof, except as provided herein, Developer shall not for any year referred to in (Sub)Exhibit E:

(i) apply for, seek or authorize any exemption from the imposition or paying of any or all real property taxes, without first obtaining the prior written approval of the Commissioner (including, in addition to those years listed on (Sub)Exhibit E, the years 2004 -- 2007);

(ii) directly or indirectly, seek to lower the assessed values below the amount of the applicable Minimum Assessed Value;

(iii) apply for, seek or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application or attempt; and Developer does hereby consent to the City's or any other taxpayer's appearance, and shall provide to the City or other taxpayer a reasonable opportunity to appear before any administrative, judicial body, or both, to contest or defend the assessed value against any such application or attempt to reduce such assessed value; or

(iv) object to or in any way seek to prevent, on procedural or other grounds, the filing of any underassessment complaint with, or full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City or by any taxpayer.

Notwithstanding the foregoing, in the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in effect for _____ and further years would produce real estate taxes for the Site and the Project for any year in excess of taxes set forth in (Sub)Exhibit F attached hereto, upon written notice to the City, Developer may seek to lower the assessed values indicated in (Sub)Exhibit E attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Project for such year below those specified in (Sub)Exhibit F attached hereto.

Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the Site or the Project or applicable generally to property located in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Developer shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such, and (Sub)Exhibits E and F attached hereto shall be amended accordingly.

(c) Covenants (i) through (iv) above shall be construed and interpreted as an express agreement between Developer and the City that a major incentive inducing the City to enter into the

arrangements and transactions described in the Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and the Project. The Agreement may be used by the City, in its sole discretion, as admission against Developer's interest in any proceeding.

(d) If at any time for any of the years referred to in (Sub)Exhibit F, the method of taxation then prevailing shall be altered so that any new tax, assessment, levy, imposition or charge shall be imposed upon the then owner of the Site and the Project which new tax by its statutory language expressly replaces, in whole or in part, the general real estate taxes for the Site and the Project, the amount of such new tax for each year shown in (Sub)Exhibit F shall be included in and for the purposes of the Agreement, shall be considered as part of the general real estate taxes levied or assessed against the Site and the Project for each such year.

3.12 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, the holder of any mortgage authorized by the Agreement (including any holder who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu therefor, but not including: (a) any other party who thereafter obtains title to the Site or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Project or to guarantee such construction or completion. Nothing in this Subsection 3.12 or any section of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted in the Redevelopment Documents and the Agreement.

Whenever the City shall deliver a notice or demand with respect to any breach or default by Developer of its obligations under the Agreement, the City shall at the same time forward a copy of such notice or demand to any mortgagee whose address has been given in writing to the City.

After any such default by Developer, each mortgagee shall (insofar as the City is concerned) have the right, at the mortgagee's option, to remedy such default.

Section IV.

Performance.

4.1 Time Of The Essence.

Time is of the essence of the Agreement.

4.2 Permitted Delays.

Neither the City, Developer, or any successor in interest to Developer shall be considered in breach of its obligations with respect to the commencement and completion of construction of the Project in the event of a delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not restricted to, any delays or halts in construction which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the enforced delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such permitted delay.

4.3 City's Remedies In The Event Of Default.

If Developer: (a) fails to substantially complete the Project in accordance with the Part II Submissions and the Agreement, or (b) fails to comply with the terms of subsection 3.10 above concerning public amenities, and the City has given written notice of such default to Developer and Developer has not corrected such default within one hundred eighty (180) days of such notice (except for any default which cannot be corrected in one hundred eighty (180) days, provided that Developer is diligently and continuously in good faith attempting to substantially complete such work), the City shall have the right to suspend all permits issued by the City with regard to construction of the Project, and all work and all activity concerning the construction of the Project shall immediately cease until such default is cured by Developer.

4.4 Waiver And Estoppel.

Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way, it being the intent of this provision that the City should not be constrained,

at a time when it may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches or otherwise. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

Section V.

Developer's Affirmative Action Obligations And Public Policy Covenants.

5.1 Affirmative Active Plan.

Section 7 of that certain Utility License Agreement between the City and Developer entitled "Equal Opportunity/Affirmative Action", a copy of which is attached hereto as (Sub)Exhibit B, shall affect the construction of the Project and the redevelopment of the Site, as appropriate. Developer and its successors and assigns shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age or handicap and shall take affirmative action to ensure that applicants are hired and employed without discrimination based on race, religion, color, sex, national origin or ancestry, age or handicap and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

5.2 Developer's Public Policy Covenants.

Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the use or occupancy of the Project or any improvements located or to be erected on the Site or any part thereof. In addition, Developer agrees that it shall comply with any and all federal, state and local laws, rules and regulations with regard to accessibility standards for the physically disabled, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. (1990), and 47 U.S.C. 152, 221, 225 and 611 (1990), the Illinois Environmental Barriers Act, 410 ILCS 25/1, et seq. (1989), and the Illinois Accessibility Code, 71 Ill. Admin. Code Ch. 1, Subch. B, Sec. 400.100, et seq. (1988), to the extent provided by law.

5.3 Agreement To Provide Technical Assistance.

Within six (6) months of the execution date of the Agreement, Developer and the City shall enter into an agreement whereby Developer shall contribute five hundred (500) hours of technical assistance for the design and implementation of a program providing for the illumination of certain buildings and structures located within the Central Business District of the City ("Lighting Program"). This contribution must be completed by Developer within the time frame agreed to by the parties with regard to the Lighting Program. Furthermore, Developer agrees to participate in a task force comprised of the City and various public interest groups and concerns with regard to the development of the Lighting Program, and in conjunction therewith, agrees to discuss potential incentives that could be undertaken to encourage participation in the Lighting Program by businesses and other institutions located in the Central Business District.

Section VI.

Miscellaneous Provisions.

6.1 Entire Agreement.

Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City. The term "material" for the purpose of this subsection 6.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or materially changes the Site or character of any activities undertaken by Developer or increases any time agreed for performance by either party by more than ninety (90) days.

6.2 Assignability And Transfer.

Unless permitted by the provisions contained in subsection 3.12 above, until the City issues the Certificate with regard to the completion of the Project, if Developer assigns, transfers or conveys any right, title or interest in the Site, Developer shall notify the D.P.D. in writing prior to any such assignment, transfer or conveyance. Included with such notice shall be a

written acknowledgement by any such successor in interest or assignee that an amendment to the Agreement must be negotiated with the D.P.D. that inter alia shall govern the future redevelopment of the Site; provided, however, if the use of the Project and Site shall be for the identical purposes as utilized by the Developer, an amendment to the Agreement shall be deemed unnecessary.

6.3 Conflict Of Interest -- City's Representatives Not Individually Liable.

Prior to the issuance of the Certificate by the City, no member of the Commission, Department, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement, the Site or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement 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 Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

6.4 Ownership Evidence And Disclosure.

Within thirty (30) days prior to the execution date of the Agreement by the parties, Developer shall deliver to the City evidence reasonably satisfactory to the Commissioner listing the officers and directors of Developer and showing the ownership of the Site and the names of all shareholders having a greater than three percent (3%) interest.

6.5 Survival.

All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

6.6 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

6.7 Cumulative Remedies.

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

6.8 Disclaimer.

No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

6.9 Notices.

Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:	Commissioner Department of Planning and Development Room 1000, City Hall Chicago, Illinois 60602
With A Copy To:	Corporation Counsel City of Chicago Room 511, City Hall Chicago, Illinois 60602
If To Developer:	Commonwealth Edison Co. One First National Plaza Chicago, Illinois 60603
With A Copy To:	Sidley & Austin One First National Plaza Chicago, Illinois 60603 Attention: Bridget O'Keefe

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

6.10 Headings.

The headings of the various sections and subsections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

6.11 Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6.12 Recordation Of The Agreement.

Upon execution of the Agreement by the parties, Developer, at its sole expense, shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

6.13 No Third Party Beneficiary.

The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the mortgagee or other lien holder, and their successors in interest in the Site and no other person or party may assert against the City or claim the benefit of such approval or certificate.

6.14 Successors And Assigns.

The terms of the Agreement shall be binding upon the City, Developer, and their respective heirs, legal representatives, successors and assignees.

6.15 Severability.

If any provision of the Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid

part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

6.16 Counterparts.

The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The parties have executed or caused the Agreement to be executed, all as of the date first written above.

City of Chicago,
a municipal corporation

By: _____
Richard M. Daley,
Mayor

[City Seal]

Attest: _____
Ernest R. Wish,
City Clerk

Approved As To Form And Legality,
City of Chicago Office of Corporation Counsel

_____
Susan S. Sher,
Corporation Counsel

Commonwealth Edison Company,
an Illinois corporation

By: _____
Donald A. Petkus,
Vice-President

By: _____
David A. Scholz,
Secretary

Approved, City of Chicago Department
of Planning and Development

_____
Valerie B. Jarrett,
Commissioner

State Of Illinois)
)
County Of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Valerie B. Jarrett, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Commissioner, she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires _____.

State Of Illinois)
)
County Of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Donald A. Petkus, personally known to me to be the Senior Vice President of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Senior Vice President, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires _____.

State Of Illinois)
)
County Of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David A. Scholz, personally known to me to be the Secretary of Commonwealth Edison Company, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Secretary, he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1994.

_____
Notary Public

My commission expires _____.

[(Sub)Exhibit "C" attached to this Redevelopment Agreement printed on pages 45783 through 45786 of this Journal.]

(Sub) Exhibits "A", "B", "D", "E" and "F" attached to this Redevelopment Agreement read as follows:

(Sub)Exhibit "A".

Lots 25 -- 30 in Block 8 of Fort Dearborn Addition to Chicago, a subdivision of the southwest fractional quarter of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6 -- 10 East Lake Street, Chicago, Illinois.

Permanent Index Numbers: 17-10-302-008-0000 and 17-10-302-016-0000.

(Sub)Exhibit "B".

Section 7.

Equal Opportunity/Affirmative Action.

7.1 Equal Opportunity.

During the term of the License, the Licensee shall continue to expand employment, business and economic opportunities on an equal-opportunity

basis. Although the City's Minority and Women-Owned Business Enterprise Procurement Program, Municipal Code Section 2-92-420 et seq., applies by its terms only to the City, the Licensee, as to its business within the City, will endeavor to comply with the purpose of that Ordinance. The Licensee's initiatives in this area shall include the items set forth below.

7.1.1 Nondiscrimination.

The Licensee shall not discriminate against any employee or applicant for employment, customer or applying customer, or any contractor or potential contractor, because of race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation or military discharge. The Licensee shall comply with all federal, state and City laws, ordinances and orders that prohibit discrimination, including, but not limited to, the aforementioned forms of discrimination.

7.1.2 Affirmative Action.

The Licensee shall expand opportunities for minorities and women in all areas of employment, including, but not limited to, hiring, promotion, recruitment or recruitment advertising, compensation and selection for training and apprenticeship. The City and the Licensee acknowledge that the Licensee has previously undertaken efforts to achieve equal employment opportunities and currently has implemented equal employment opportunity affirmative-action plans. These efforts and the plans currently in effect shall be continued and expanded, as appropriate, to meet the goal of expanding employment, business and economic opportunities for minorities and women on an equal-opportunity basis. In view of the Licensee's efforts to date, the primary objectives of the Licensee's future affirmative-action initiatives shall be:

(i) continued expansion of employment opportunities for minorities and women in the work force of the Licensee;

(ii) to expand employment and promotion of minorities and women in those job categories and classifications, particularly in those managerial and professional levels, where minorities and women have been underutilized; and

(iii) continuing implementation of training programs to increase the awareness of the Licensee's supervisory personnel regarding the Licensee's commitment to equal-opportunity initiatives.

7.1.3 Purchasing.

The Licensee shall endeavor to increase contracting and procurement opportunities for minority and women's business enterprises. The City and the Licensee acknowledge that the Licensee has established a minority purchasing program and has previously undertaken efforts to promote and enhance contracting opportunities for minority business enterprises. This program shall be continued and expanded to increase contracting opportunities for both minority and women's business enterprises.

7.1.3.1 Specific Activities.

(a) The Licensee, in conjunction with various representative minority and women's groups, shall conduct at least two business development workshops annually. The purpose of the workshops shall be (i) to introduce individual minority and women's businesses to the Licensee and its business practices and available opportunities to provide goods and services to the Licensee, (ii) to expand the Licensee's Certified minority and women's business enterprise vendor base and (iii) to solicit input regarding the Licensee's minority and women's business development programs.

(b) In addition, the Licensee shall continue to target areas of significant expenditure by the Licensee for which no Certified minority or women's business enterprise supplies or contractors are currently known. As part of its efforts, the Licensee shall discuss those targeted areas of opportunity with representative minority and women's business organizations.

(c) The Licensee shall also make efforts to encourage general contractors and architecture/engineering firms with which it does business to expand their use of Certified minority and women's business enterprises as subcontractors and joint venture partners.

7.1.3.2 Participation Goals And Waivers.

(a) The Licensee shall use good-faith efforts to achieve participation of Certified minority business enterprises in the Licensee's contracts related to construction or rehabilitation of the Licensee's buildings in Chicago equal to 25 percent of the total dollar value of such contracts and to achieve participation of Certified women's business enterprises equal to 5 percent of the total dollar value of such contracts.

(b) In the calculation of the participation values set forth in Paragraph 7.1.3.2(a), the Licensee's minority and women's business

enterprise coordinator may exclude contracts and classes of contracts if, notwithstanding in Licensee's efforts:

(i) There are no Certified minority or women's business enterprises known to the Licensee that provide the materials or services required by a contract or class of contracts; or

(ii) there are no Certified minority or women's business enterprises that bid on a contract or class of contracts who can provide contract materials or services of a sufficient quantity and quality to meet the Licensee's standards and specifications.

7.1.4 Community Outreach.

The Licensee shall continue and expand, as appropriate, its community outreach programs focused on employment and procurement for minorities and women. In continuing the development and implementation of these programs, the Licensee shall actively seek the advice of representative minority and women's organizations.

7.2 Implementation.

It shall be the responsibility of the Licensee to continue to develop and implement the equal-opportunity initiatives described above. To facilitate and assure that efforts are made as required herein the Licensee shall designate the employees who shall be responsible for implementing, monitoring and evaluating these initiatives. The Licensee shall provide adequate staff and support resources to meet these responsibilities.

(Sub)Exhibit "D".

List Of Public Amenities.

1. Contribution of 500 hours of technical assistance for the design and implementation of a program providing for the illumination of certain buildings and structures located within the central Business District of the City of Chicago.

2. Formation and participation in a task force comprised of the City and various public interest groups and concerns with regard to the development of a "Night Lighting Program", and in conjunction therewith, undertake discussion of potential incentives to encourage participation in the Night Lighting Program.

3. Contribution of the sum of One Hundred Thousand Dollars ($100,000) to be utilized for special upgrades of the State Street median between East Lake Street and East Wacker Drive.

(Sub)Exhibit "E".

Minimum Assessed Value.

Tax Year	Minimum Assessed Value
1994	$3,440,000[1]
1995	3,440,000[1]
1996	4,145,000

Note 1: The minimum assessed value for 1994 and 1995 is based on vacant land and assumes the contemplated construction schedule remains current.

Note 2: In the event Developer is unable to complete construction and commence occupancy by 1997, the minimum assessed valuation as established for the years 1994 through 1995 inclusive shall be substituted as the minimum assessed valuations for each year or portion of year that the project remains uncompleted. For every year, or portion thereof, that the scheduled completion extends beyond January 1, 1997, the obligation to pay minimum real estate taxes for 1997 through 2003 based on the above minimum assessed values, shall be extended for the like period of time. For example, should the building be completed on January 1, 1998, then the minimum real estate taxes shall be guaranteed through December 31, 2004 rather than December 31, 2003.

Tax Year	Minimum Assessed Value
1997	6,380,000
1998	6,380,000
1999	6,380,000
2000	6,380,000
2001	6,380,000
2002	6,380,000
2003	6,380,000

(Sub)Exhibit "F".

Minimum Assessed Real Estate Taxes.

Tax Year	Minimum Real Estate Taxes
1994	$263,850[1]
1995	263,850[1]

Note 1: The minimum assessed value for 1994 and 1995 is based on vacant land and assumes the contemplated construction schedule remains current.

Note 2: In the event Developer is unable to complete construction and commence occupancy by 1997, the minimum real estate taxes as established for the years 1994 through 1995 inclusive shall be substituted as the minimum real estate taxes for each year or portion of year that the project remains uncompleted. For every year, or portion thereof, that the scheduled completion extends beyond January 1, 1997, the obligation to pay minimum real estate taxes for 1997 through 2003 shall be extended for the like period of time. For example, should the building be completed on January 1, 1998, then the minimum real estate taxes shall be guaranteed through December 31, 2004 rather than December 31, 2003.

Tax Year	Minimum Real Estate Taxes
1996	317,925
1997	489,351
1998	489,351
1999	489,351
2000	489,351
2001	489,351
2002	489,351
2003	489,351

AUTHORIZATION FOR ISSUANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT FLOAT LOAN TO AMERICAN LABELMARK COMPANY FOR PROJECTS AT 5724 NORTH PULASKI ROAD AND 4100 WEST VICTORIA STREET.

The Committee on Finance submitted the following report:

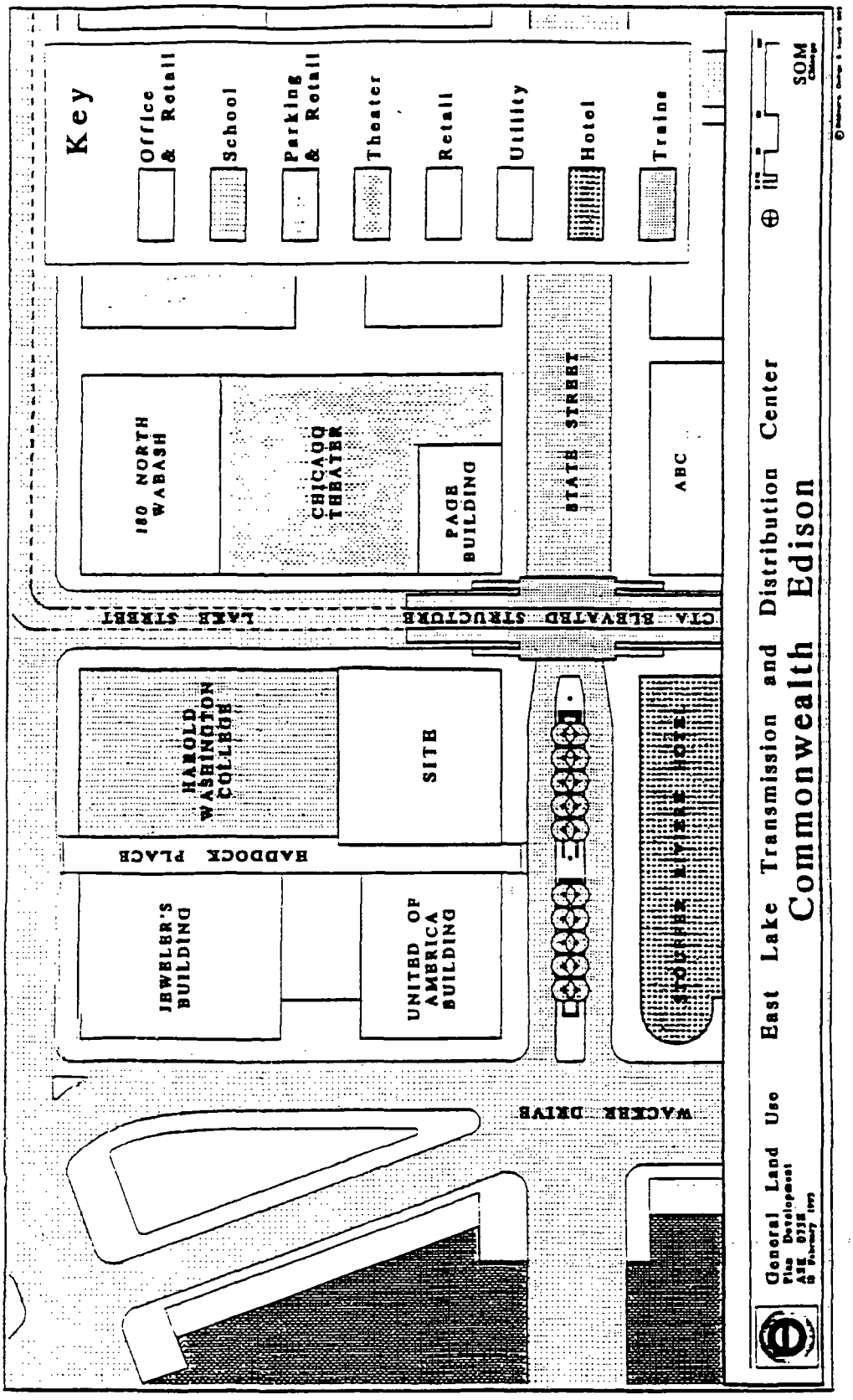
CHICAGO, March 2, 1994.

To the President and Members of the City Council:

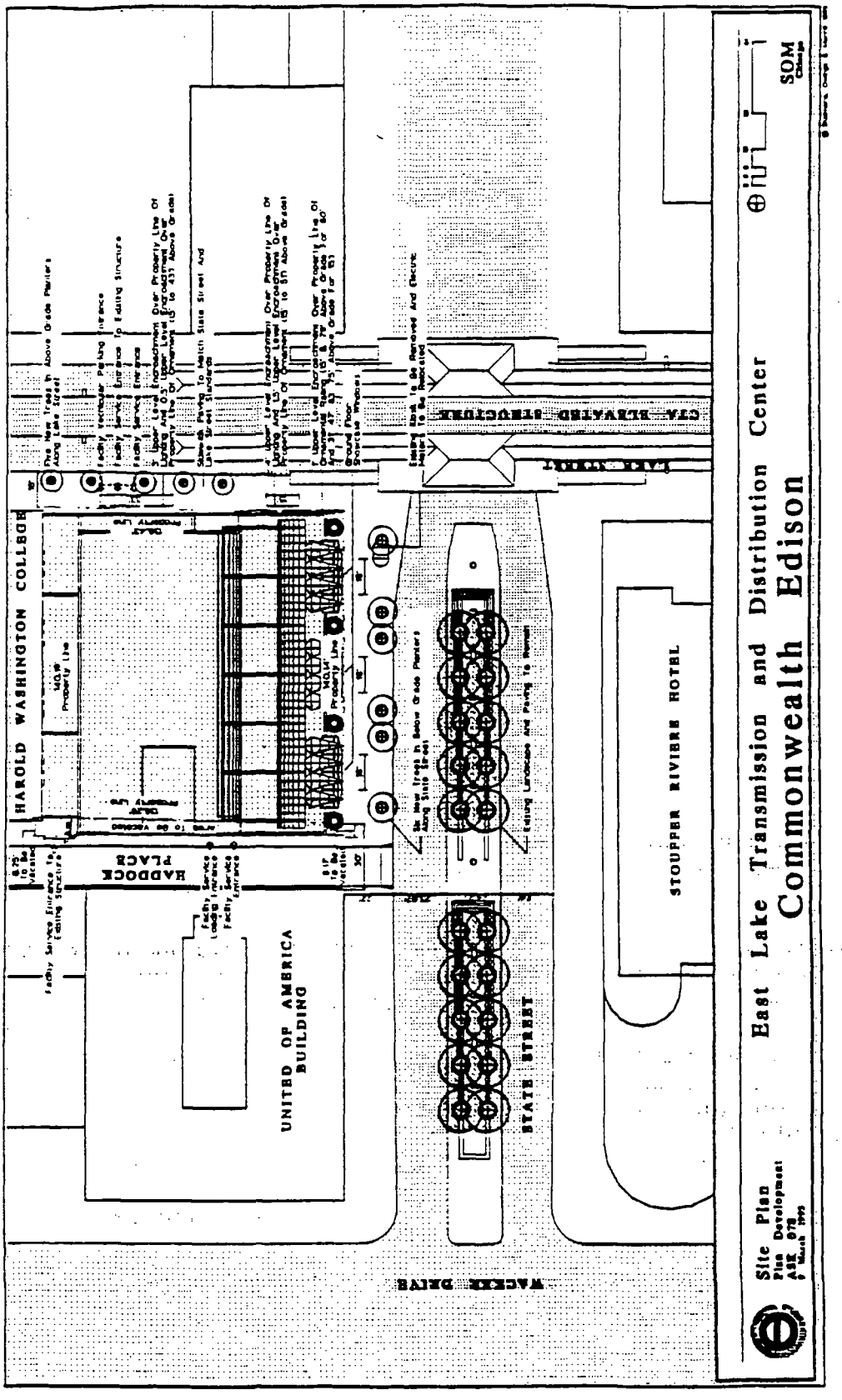
Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of a C.D.B.G. Float Loan for the American Labelmark Company for expansion projects located at 5724 North Pulaski Road and 4100 West Victoria Street, in an amount not to exceed $5,950,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 45787)

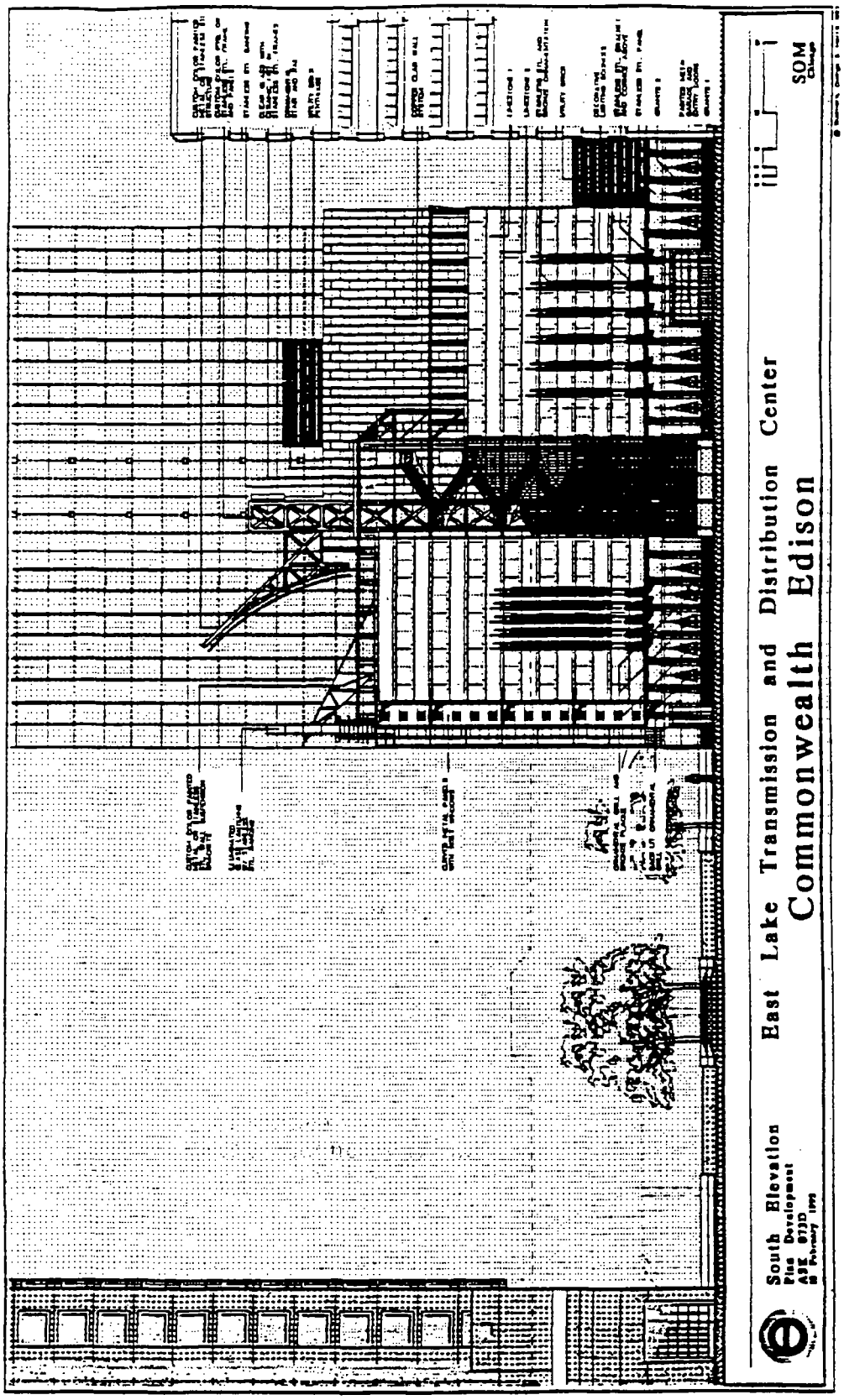
(Sub)Exhibit "C".
(Page 1 of 4)



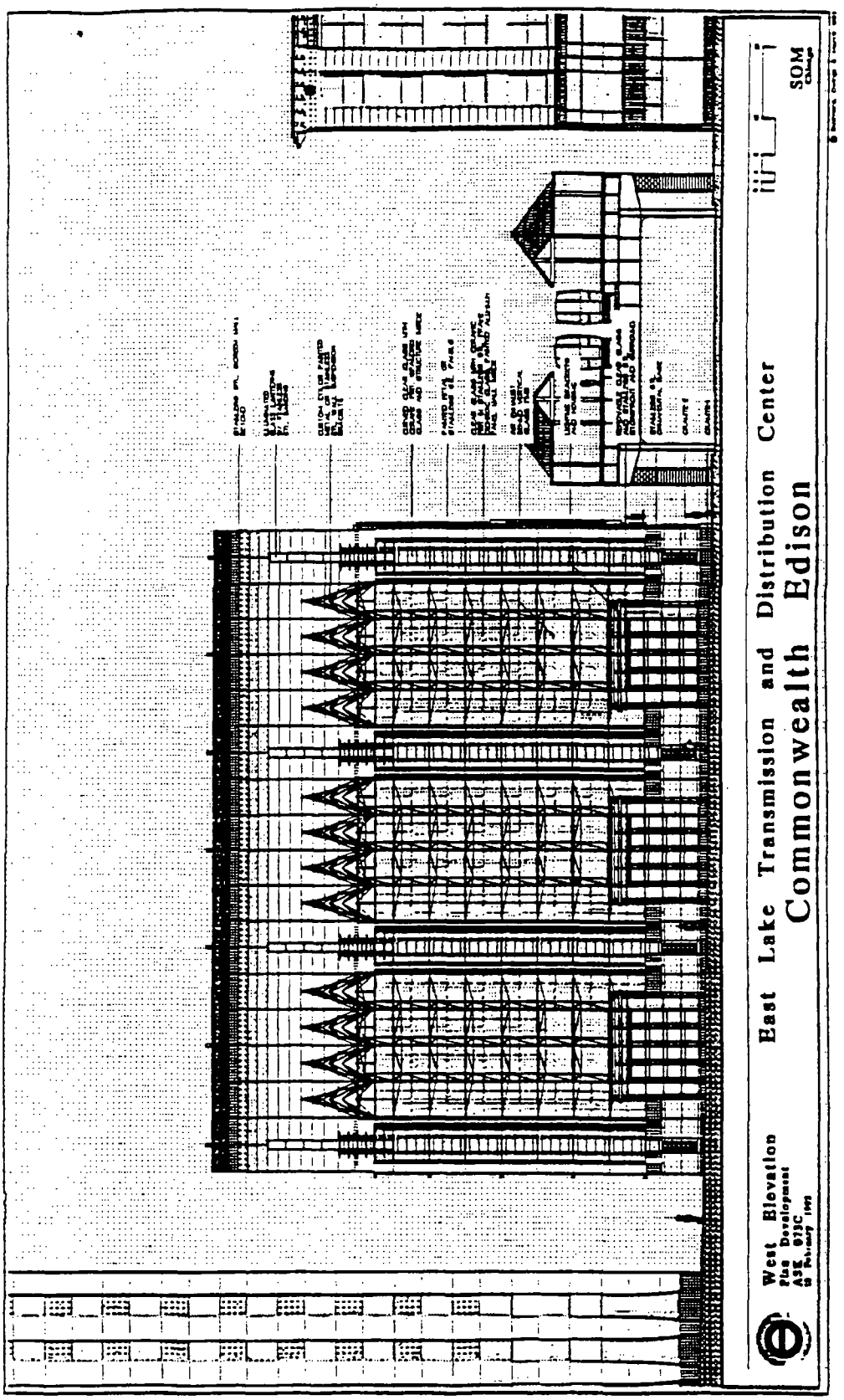
(Sub)Exhibit "C".
(Page 2 of 4)



(Sub)Exhibit "C".
(Page 3 of 4)



(Sub)Exhibit "C".
(Page 4 of 4)



(Continued from page 45782)

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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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 matters which pertain to its local governmental affairs; and

WHEREAS, The City's Department of Planning and Development ("D.P.D.") has as one of its primary purposes the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, The City Council of the City has authorized the funding of an amount not to exceed $60,000,000 for the Community Development Block Grant ("C.D.B.G.") Float Loan Program (the "Program") from C.D.B.G. Year XX funds; and

WHEREAS, American Labelmark Company, a Delaware corporation (the "Borrower"), made an application to D.P.D. to borrow funds under the

Program for the purpose described in Exhibit A hereto, which will result in the creation of an estimated 160 new, permanent job opportunities, the majority of which will be available for low- and moderate-income persons residing in the City; and

WHEREAS, The C.D.B.G. Float Loan Committee has reviewed the Borrower's loan application and approved the making of a loan to the Borrower in an amount not to exceed $5,950,000 (the "Loan"); 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. (the "Commissioner") or a designee of the Commissioner are each hereby authorized, subject to approval of the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts on behalf of the City as shall be necessary or advisable in connection with the implementation of the Loan. The Commissioner is hereby authorized, subject to 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.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage.

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

Exhibit "A".

Borrower:	American Labelmark Company, a Delaware corporation.
Present Address:	5724 North Pulaski Road Chicago, Illinois 60646.

Loan Program:	C.D.B.G. Float Loan.
Amount:	Not to exceed $5,950,000.
Term:	Not to exceed 12 months.
Interest Rate:	2.4 percent per annum.
Collateral:	Letter of Credit to be issued by N.B.D. Bank, Highland Park, Illinois 60035 (or a financial institution meeting program requirements acceptable to the City). Letter of Credit shall be irrevocable and unconditional in the form of a direct pay letter of credit, subject to approval by the Corporation Counsel, and shall be provided in the amount of the principal of the Loan plus interest.
Purpose:	To provide financial assistance for the (i) renovation of an existing 76,860 square foot facility and construction of an approximately 8,000 square foot addition thereto at 4100 West Victoria Street, Chicago, Illinois; (ii) acquisition and renovation of an existing 64,798 square foot facility and construction of an approximately 34,251 square foot addition thereto at 5724 North Pulaski Road, Chicago, Illinois; and (iii) acquisition of certain adjacent land, with such facilities to be used for the printing of labels, placards and packaging for hazardous materials, the manufacturing of products for safe handling of hazardous materials and marketing and distribution of same.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE EXEMPTION, CANCELLATION OF WATER RATES AND WAIVER OF FEE FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (May 19, August 4, October 5, December 15, 1993 and February 9, 1994) sundry proposed ordinances and an order transmitted therewith to authorize the issuance of free permits, license fee exemption, cancellation of water rates and waiver of fee for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

Said ordinances and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Bethel New Life, Incorporated.

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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Bethel New Life, Incorporated, for installation of conduit on the premises known as 1150 North Lamon Avenue and 4950 West Thomas Street.

Said building shall be used exclusively for not-for-profit 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.

Chicago Phoenix Development Corporation.

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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Chicago Phoenix Development Corporation, c/o H.I.C.A., 3724 West Lexington Street, for renovation of existing structure on the premises known as 35 North Central Avenue.

Said building shall be used for not-for-profit 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.

Cook County Project Burnham Center/
Orix Real Estate Equities, Inc.

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 Cook County Project Burnham Center/Orix Real Estate Equities, Inc., for construction on the premises known as 111 West Washington Street.

Said building shall be used exclusively for the Clerk of the Circuit Court of Cook County, Child Support Division; Office of the State's Attorney, Child Support Enforcement Division; Public Interest Bureau and Office of the Cook County Public Guardian 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.

Humboldt Park Vocational Center.
(George Sollit Construction Company)

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 George Sollit Construction Company, 790 North Central Avenue, Wood Dale, Illinois 60101, for construction of the Humboldt Park Vocational Center on the premises known as the northeast corner of West Wabansia Avenue and North California Avenue.

Said building shall be used exclusively for educational training and related purposes and shall not be leased or otherwise used with a view to

profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Illinois Institute Of Technology.

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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Illinois Institute of Technology for construction of a research laboratory on the premises known as 10 West 35th Street.

Said building shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage.

La Villita Christian Development Corporation.

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 Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to La Villita Christian Development Corporation, 2657 South Lawndale Avenue for rehabilitation of a two-unit low-income housing building on the premises known as 2224 South Drake Avenue.

Said building shall be used exclusively for low-income housing 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.

Moody Bible Institute.

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

SECTION 1. That the Commissioner of Buildings, Electrical Inspection Division, is hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Moody Bible Institute, a not-for-profit organization, for a general waiver of building permits to do electrical work on a monthly basis in connection with the on-going maintenance of the following Institute buildings:

210 West Chestnut Street	Chestnut Street Building
820 North LaSalle Drive	Crowell Hall
160 West Chicago Avenue	Culbertson Hall
820 North LaSalle Drive	Dining Hall
930 North LaSalle Drive	Emma Dryer Hall
176 -- 173 West Institute Place	Fitzwater Hall
810 North LaSalle Drive	Houghton Hall
150 West Chicago Avenue	Moody Bookstore
152 West Chicago Avenue	Alumni Auditorium
871 North Franklin Street	Neely
215 West Locust Street	Neely
917 North Franklin Street	Neely

919 North Franklin Street	Neely
912 -- 920 North LaSalle Drive	North Hall
207 West Chestnut Street	Parking Garage
830 -- 838 North LaSalle Drive	Smith Hall
930 North Wells Street	Solheim Center
860 North LaSalle Drive	Sweeting Center
840 North LaSalle Drive	Torrey-Gray Auditorium
840 North LaSalle Drive	Doane M. Building [rear]
312 West Walton Street	Walton Building

Said buildings shall be used exclusively for not-for-profit 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.

New Gary School/School "A".

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 Fire and that the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service, are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to New Gary School/School "A", for building of a new school and removal of on-site utilities on the premises known as West 31st Street and South Millard Avenue.

Said building shall be used exclusively for not-for-profit 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 be in force upon its passage and publication.

Tabernacle Holiness Missionary Baptist Church.

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

SECTION 1. That the Commissioner of the Department of Transportation, the Commissioner of Inspectional Services, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Tabernacle Holiness Missionary Baptist Church, for construction of a new building and driveway on the premises known as 9712 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.

Thresholds.

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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge notwithstanding other ordinances of the City of Chicago to the contrary, to Thresholds, 5000 West Roosevelt Road, Chicago, Illinois 60650, for renovation of existing structure on premises known as 336 North Menard Avenue.

Said building shall be used for not-for-profit 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.

Louis A. Weiss Memorial Hospital.

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 and the Commissioner of Water are hereby directed to issue all necessary electrical maintenance permits, free of charge notwithstanding other ordinances of the City of Chicago to the contrary, to Louis A. Weiss Memorial Hospital, for electrical maintenance work on the premises known as Louis A. Weiss Memorial Hospital, 4646 North Marine Drive.

Said building shall be used exclusively for the activities of the hospital, a not-for-profit hospital 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.

West Side Technical Institute/City Colleges Of Chicago.

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 West Side Technical Institute, City Colleges of Chicago, for construction of a new facility on the premises known as 2800 South Western Avenue.

Said building shall be used exclusively for educational and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Zion Temple Church Of God In Christ.

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 and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Zion Temple Church of God in Christ, for exterior alterations on the premises known as 1414 South Pulaski Road.

Said building shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

LICENSE FEE EXEMPTION.

Day Care Center.

Saint Chrysostom's Day School.

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

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, 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 term beginning January 1, 1994 and ending January 1, 1995:

Saint Chrysostom's Day School, Class I
1424 North Dearborn Parkway.

SECTION 2. This ordinance shall take effect upon its passage and publication.

CANCELLATION OF WATER RATES.

Rabbi Furst.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water assessments in the amount of $1,405.65 charged to Rabbi Furst, 6100 North Drake Avenue (Account Number 540250610006).

The Commissioner of Water is also authorized to waive any and all future assessments charged to Rabbi Furst.

SECTION 2. This ordinance shall take effect from and after its passage and publication.

Holy Trinity High School.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water and the Commissioner of Sewers are hereby authorized and directed to cancel existing water rates in the amount of $14,704, charged to Holy Trinity High School, 1435 -- 1437 West Division Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Jane Addams Hull House.

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

SECTION 1. Pursuant to Section 11-12-540 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water rates in the amount of $1,943.16, charged to the Jane Addams Hull House, 3212 North Broadway.

SECTION 2. This ordinance shall take effect upon its passage and publication.

WAIVER OF FEE.

Saint Kevin's Church And School.

Ordered, That the City of Chicago, Department of Revenue, waive the license fee for a raffle to be held April 16, 1994, to benefit Saint Kevin's Church and School, East 105th Street and South Torrence Avenue.

EXEMPTION OF VARIOUS INSTITUTIONS FROM PAYMENT OF YEAR 1994 CITY LICENSE AND PERMIT FEES UNDER NOT-FOR-PROFIT STATUS.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration four ordinances authorizing the issuance of all necessary permits, free of charge, for the year 1994 for the following institutions:

Alderman Bloom — La Rabida Children's Hospital and Research Center;

University of Chicago;

University of Chicago Hospitals; and

Alderman Shiller — Louis A. Weiss Memorial Hospital,

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 viva voce vote of the members of the committee.

Respectfully yours,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers 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):

LaRabida Children's Hospital And Research Center.

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

SECTION 1. LaRabida Children's Hospital and Research Center, an Illinois corporation, not for pecuniary profit, located on the south side of Chicago, engaged in medical and related activities, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of hospital buildings and other buildings and fuel storage facilities, located within its boundaries, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health, the Commissioner of Consumer Services and the Department of Revenue are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to LaRabida Children's Hospital and Research Center for the year 1994.

Said buildings and all appurtenances thereto shall be used exclusively for charitable and health purposes and the work thereon shall be done in accordance with all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. That LaRabida Children's Hospital and Research Center be entitled to a refund of all City fees which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1994.

University Of Chicago.

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

SECTION 1. The University of Chicago, an Illinois corporation, not for pecuniary profit, located on the south side of Chicago, engaged in educational, medical and related activities, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of school and hospital buildings and other buildings and fuel storage facilities, including student residential buildings connected with the University of Chicago and located in the area bounded by East 50th Street on the north, Lake Michigan on the east, South 61st Street on the south, and

South Cottage Grove Avenue on the west, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Transportation, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health, the Commissioner of Consumer Services and the Department of Revenue are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the University of Chicago for the year 1994.

Said buildings and all appurtenances thereto shall be used exclusively for charitable and educational purposes and the work thereon shall be done in accordance with all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. That University of Chicago be entitled to a refund of all City fees which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1994.

University Of Chicago Hospitals.

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

SECTION 1. The University of Chicago Hospitals, an Illinois corporation, not for pecuniary profit, located on the south side of Chicago, engaged in medical and related activities, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of hospital buildings and other buildings and fuel storage facilities, located in the area bounded by East 58th Street on the north, South Ellis Avenue on the east, East 59th Street on the south, and South Cottage Grove Avenue on the west, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health, the Commissioner of Consumer Services and the Department of Revenue are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described, free of charge, notwithstanding other ordinances of

the City of Chicago to the contrary, to the University of Chicago for the year 1994.

Said buildings and all appurtenances thereto shall be used exclusively for charitable and health purposes and the work thereon shall be done in accordance with all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. That the University of Chicago Hospitals be entitled to a refund of all City fees which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1994.

Louis A. Weiss Memorial Hospital.

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

SECTION 1. Louis A. Weiss Memorial Hospital, an Illinois corporation, not for pecuniary profit, located on the north side of Chicago, engaged in medical and related activities, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of hospital buildings and other buildings and fuel storage facilities, located in the area bounded by West Lawrence Avenue on the north, North Marine Drive on the east, West Montrose Avenue on the south, and North Broadway on the west, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of the Department of Transportation, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health, the Commissioner of Consumer Services and the Department of Revenue are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Louis A. Weiss Memorial Hospital for the year 1994.

Said buildings and all appurtenances thereto shall be used exclusively for charitable and health purposes and the work thereon shall be done in accordance with all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments

of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. That Louis A. Weiss Memorial Hospital be entitled to a refund of all City fees which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

SECTION 3. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1994.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Chicago Abused Women's Coalition 2147 West North Avenue	B4-300162 (Inst.)	$ 31.00
Community Lutheran Church 654 North Lotus Avenue	P1-307212 (Fuel Burn. Equip.)	117.00
Congregation Ezras Israel 7001 North California Avenue	A1-306630 (Elev.)	41.00
Copernicus Foundation 5216 West Lawrence Avenue	A1-306670 (Elev.)	41.00
DePaul University (various locations)	A1-300466 (Elev.)	71.00
	A1-305711 (Elev.)	71.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	A1-306494 (Elev.)	$ 869.00
	B1-216865 (Bldg.)	47.00
	B1-316864 (Bldg.)	79.00
	B1-319143 (Bldg.)	191.00
	B2-300124 (Canopy/Rev. Dr.)	23.00
	B2-300125 (Canopy/Rev. Dr.)	23.00
	B2-300126 (Canopy/Rev. Dr.)	22.00
	F4-201355 (Mech. Vent.)	150.00
	F4-313385 (Mech. Vent.)	26.00
	P1-202826 (Fuel Burn. Equip.)	234.00
	P1-303316 (Fuel Burn. Equip.)	234.00
	P1-303478 (Fuel Burn. Equip.)	508.00
	P1-303825 (Fuel Burn. Equip.)	78.00
	P1-304121 (Fuel Burn. Equip.)	302.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	P1-305106 (Fuel Burn. Equip.)	$ 39.00
	R1-303450 (Drwy.)	102.00
	R1-303451 (Drwy.)	68.00
	R1-307939 (Drwy.)	68.00
	R1-315748 (Drwy.)	34.00
	R1-315775 (Drwy.)	68.00
Misericordia Heart of Mercy (various locations)	A1-306235 (Elev.)	41.00
	A1-306586 (Elev.)	41.00
Northwest Home for the Aged 6300 North California Avenue	A1-306352 (Elev.)	82.00
Resurrection Day Care Center 1849 North Hermitage Avenue	P1-305867 (Fuel Burn. Equip.)	78.00
Saint Joseph Hospital (various locations)	P1-305795 (Fuel Burn. Equip.)	30.00
	P1-306240 (Fuel Burn. Equip.)	39.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	P1-306528 (Fuel Burn. Equip.)	$ 39.00
	Invoice Number 93840011729 (Signs)	65.00
	Invoice Number 93840011681 (Signs)	530.00
Saint Joseph Hospital and Health Care Center 2904 North Lake Shore Drive	B4-300158 (Inst.)	287.00
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	A1-306249 (Elev.)	262.00
University of Chicago (various locations)	B1-301023 (Bldg.)	79.00
	B1-301112 (Bldg.)	46.00
	B1-301844 (Bldg.)	47.00
	B1-306083 (Bldg.)	31.00
	B1-306085 (Bldg.)	31.00
	B1-312150 (Bldg.)	95.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	B1-312392 (Bldg.)	$ 47.00
	B1-317528 (Bldg.)	31.00
	B1-318019 (Bldg.)	111.00
	B1-318020 (Bldg.)	111.00
	B1-318021 (Bldg.)	31.00
	B1-318023 (Bldg.)	47.00
	B1-320155 (Bldg.)	207.00
	B1-304545 (Bldg.)	46.00
	C2-309313 (Refrig.)	47.00
	C2-309315 (Refrig.)	84.00
	C2-309318 (Refrig.)	63.00
	C2-309319 (Refrig.)	261.00
	C2-309320 (Refrig.)	34.00
	C2-309321 (Refrig.)	251.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	C2-309322 (Refrig.)	$ 34.00
	C2-309344 (Refrig.)	407.00
	C2-309346 (Refrig.)	126.00
	C2-309347 (Refrig.)	34.00
	C2-309349 (Refrig.)	96.00
	C2-309354 (Refrig.)	16.00
	C2-309355 (Refrig.)	34.00
	C2-309356 (Refrig.)	136.00
	C2-309359 (Refrig.)	47.00
	C2-309363 (Refrig.)	68.00
	C2-309368 (Refrig.)	204.00
	C2-309382 (Refrig.)	170.00
	C2-309383 (Refrig.)	102.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	C2-309409 (Refrig.)	$ 135.00
	C2-309414 (Refrig.)	750.00
	C2-309420 (Refrig.)	442.00
	C2-309421 (Refrig.)	232.00
	C2-309424 (Refrig.)	47.00
	C2-309468 (Refrig.)	68.00
	C2-309469 (Refrig.)	47.00
	C2-309470 (Refrig.)	16.00
	C2-309471 (Refrig.)	115.00
	C2-309472 (Refrig.)	68.00
	C2-309480 (Refrig.)	111.00
	C2-315388 (Refrig.)	34.00
	C2-315389 (Refrig.)	16.00
	C2-315469 (Refrig.)	150.00
	C2-315524 (Refrig.)	408.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	C2-317975 (Refrig.)	$ 128.00
	F4-313045 (Mech. Vent.)	26.00
Louis A. Weiss Memorial Hospital (various locations)	P1-306080 (Fuel Burn. Equip.)	39.00
	P1-306698 (Fuel Burn. Equip.)	39.00
	Invoice Number: 93840012205 (Signs)	1,200.00
	Invoice Number: 93840012238 (Signs)	710.00
	Invoice Number: 93840012306 (Signs)	775.00
	Invoice Number: 93840012402 (Signs)	265.00
	Invoice Number: 93840012473 (Signs)	40.00
Westtown Training Center 1801 North Spaulding Avenue	P1-306149 (Fuel Burn. Equip.)	136.00

CONSIDERATION FOR INSTALLATION OF ALLEYLIGHT AT 5323 WEST LAKE STREET.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order presented by Alderman Burrell authorizing the installation of an alleylight at 5323 West Lake Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully yours,

(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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to the installation of an alleylight in back of the premises located at 5323 West Lake Street.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY MERCY HOSPITAL AND MEDICAL CENTER.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the reduction in license fees for the employment of thirty special policemen employed at Mercy Hospital and Medical Center for the year 1994, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Chapter 173, Section 6, of the Municipal Code of the City of Chicago, the following charitable institution employs thirty special police and shall pay a fee of $10.00 per license for the year of 1994:

Mercy Hospital and Medical Center
Stevenson Expressway at Dr. Martin Luther King, Jr. Drive.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is 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 45818 through 45827 of this Journal.]

COUNCIL MEETING OF 3/02/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABELS	KENNETH	POLICE OFFICER	EIGHTH DISTRICT	8/17/93	1529.00
ACOSTA	MICHAEL J	POLICE OFFICER	TWELFTH DISTRICT	3/03/91	53.00
ADAMSKI	ALAN	POLICE OFFICER	THIRTEENTH DISTRICT	5/21/93	174.25
ADRIAN	CHERI A	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/03/93	608.70
ADRIAN	CHERI A	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/21/93	462.40
AGUILAR	RICHARD L	POLICE OFFICER	FOURTEENTH DISTRICT	9/18/93	344.50
AKERS	ELDRIDGE L	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	3/02/93	288.00
ALEXANDER	BEVERLY	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/93	1101.50
ALLEN	LAJUENE	POLICE OFFICER	THIRD DISTRICT	9/06/93	198.70
AMATORE	JAMES V	POLICE OFFICER	TWENTIETH DISTRICT	9/20/93	340.46
AMELIO	ANTHONY F	POLICE OFFICER	TWENTIETH DISTRICT	9/25/93	121.50
AMOS	ALVIN	POLICE OFFICER	THIRD DISTRICT	9/12/93	434.50
ANDERSON	LINDA S	POLICE OFFICER	THIRTEENTH DISTRICT	6/23/93	219.50
ANGUIANO	ARTHUR L	POLICE OFFICER	TWELFTH DISTRICT	9/22/93	483.50
ANNUNZIO	EDWARD A	POLICE OFFICER	SIXTEENTH DISTRICT	10/11/93	836.02
ANTHONY	FREDERICK	POLICE OFFICER	SEVENTH DISTRICT	9/18/93	888.60
ANTOS	JOHN F	POLICE OFFICER	EIGHTEENTH DISTRICT	9/23/93	576.47
ANTOSH	JOSEPH T	POLICE OFFICER	NINETEENTH DISTRICT	10/03/93	304.50
ASKEW	LINDBERGH JR	POLICE OFFICER	SEVENTH DISTRICT	9/15/93	879.50
AYALA	FAUSTO	POLICE OFFICER	FOURTEENTH DISTRICT	9/10/93	53.00
AZTLAN	RICHARD M	POLICE OFFICER	UNKNOWN	6/14/93	55.00
BAHMANDEJI	HOOTAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/24/93	203.00
BALTAZAR	DAVID	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/93	50.00
BANUELOS	ULYSSES A	POLICE OFFICER	FIFTEENTH DISTRICT	5/13/93	313.00
BANUELOS	ULYSSES A	POLICE OFFICER	FIFTEENTH DISTRICT	9/01/93	784.53
BANUELOS	ULYSSES A	POLICE OFFICER	FIFTEENTH DISTRICT	10/28/93	429.94
BANUELOS	ULYSSES A	POLICE OFFICER	FIFTEENTH DISTRICT	10/20/93	330.00
BARNETT	THOMAS G	POLICE OFFICER	SIXTEENTH DISTRICT	9/27/93	746.02
BARNHILL	GORDON	POLICE OFFICER	AUTO THEFT SECTION	7/06/91	822.00
BATES JR	CLIFTON A	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/07/92	72.00
BATTAGLIA	JOSEPH A	POLICE OFFICER	FIFTEENTH DISTRICT	9/02/93	1098.00
BELL	KEVIN	POLICE OFFICER	THIRD DISTRICT	9/09/93	593.60
BEMIS	JOEL F.	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/13/93	462.70
BILINA	MICHAEL J	POLICE OFFICER	NINTH DISTRICT	9/03/93	2089.00
BIRITZ	MICHAEL	POLICE OFFICER	THIRTEENTH DISTRICT	10/28/93	441.50
BIZARRO	JULIO J	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/19/93	174.00
BLAKE	RONALD G	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/12/93	886.00
BLISSITT	SHIRLEY M	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	4/16/93	50.00
BLUE	DEREK	POLICE OFFICER	THIRD DISTRICT	1/20/93	50.00
BOLGER	MARY C	POLICE OFFICER	NINETEENTH DISTRICT	6/25/93	1250.00
BORKOWSKI	ANDREW	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/03/93	260.00
BOSKY	MARIE	POLICE OFFICER	FIFTEENTH DISTRICT	6/20/93	236.25
BOSNYAK	STEPHEN F	POLICE OFFICER	FOURTEENTH DISTRICT	4/18/93	24.00
BRAASCH	MICHELLE M	POLICE OFFICER	EIGHTH DISTRICT	9/12/93	1937.18
BRADLEY	ANTHONY T	POLICE OFFICER	THIRD DISTRICT	9/12/93	26131.06
BRADLEY	STEVEN	POLICE OFFICER	SEVENTH DISTRICT	9/15/93	424.80
BRADSHAW	CASSANDRA T	POLICE OFFICER	SIXTH DISTRICT	9/15/93	155.00
BRAXTON	EVELYN M	POLICE OFFICER	THIRD DISTRICT	7/23/93	1067.00
BRAZIL	TIMOTHY	POLICE OFFICER	UNKNOWN	9/23/93	232.55

COUNCIL MEETING OF 3/02/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BRENNER	GAYLE	POLICE OFFICER	SEVENTEENTH DISTRICT	3/02/93	2291.50
BRINKMAN	JOHN	POLICE OFFICER	ENFORCEMENT SECTION	8/15/88	55.00
BROWN	CAROLYN D	POLICE OFFICER	FIFTEENTH DISTRICT	9/01/93	166.00
BUHRKE	JAMES R	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/22/93	230.45
BURDINE	DORICE	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	9/13/93	834.00
BURGOS	LUIS	POLICE OFFICER	FIFTEENTH DISTRICT	10/16/93	805.00
BURKART	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/05/93	764.90
BURKE	DANIEL G	POLICE OFFICER	TWELFTH DISTRICT	9/13/93	256.50
BURNS	ROBERT	POLICE OFFICER	SEVENTH DISTRICT	9/24/93	367.00
BUTZEN	KATHLEEN	POLICE OFFICER	FOURTEENTH DISTRICT	6/03/93	27.00
BUTZEN	KATHLEEN	POLICE OFFICER	FOURTEENTH DISTRICT	9/21/93	328.00
CALHOUN	DONNELL	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	9/13/93	452.50
CAMPBELL	ALVIN	POLICE OFFICER	FIFTH DISTRICT	9/02/93	698.30
CARDIE	ROBERT F	POLICE OFFICER	TENTH DISTRICT	4/09/93	95.00
CARILLO	CATHERINE	POLICE OFFICER	FOURTH DISTRICT	9/05/93	476.00
CARROLL	MICHAEL P	POLICE OFFICER	SIXTH DISTRICT	1/28/93	52.00
CARTER	ERIC M	POLICE OFFICER	SEVENTH DISTRICT	9/12/93	683.50
CAUTHENS	STEVEN J	POLICE OFFICER	FOURTH DISTRICT	9/05/93	626.00
CAVAIANI	ROBERT G	POLICE OFFICER	RECRUIT TRAINING	9/07/93	170.10
CELAND	GERALD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/25/93	5551.40
CERVANTES	AGUSTIN A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/21/93	285.00
CESAK	BRIAN T	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/21/93	345.80
CHILLON	OMAR	POLICE OFFICER	TWENTIETH DISTRICT	9/19/93	88.00
CIFUN	JUANITA	POLICE OFFICER	FIFTEENTH DISTRICT	2/26/93	444.25
CISTARO	JOSEPH E	POLICE OFFICER	SEVENTH DISTRICT	9/28/93	355.35
CLARK	ANDRE	POLICE OFFICER	SECOND DISTRICT	7/31/93	125.00
CLARK	MARY K	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/23/93	289.97
CLAS	JUAN	POLICE OFFICER	ELEVENTH DISTRICT	9/08/93	50.00
COLE	LOUISE	POLICE OFFICER	FIFTEENTH DISTRICT	2/26/93	88.25
COLE	LOUISE	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/93	714.48
COLLINS	JOHN T	POLICE OFFICER	YOUTH DIVISION AREA ONE	9/26/93	130.00
COMITO	JAMES	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	10/16/89	6797.55
CORCORAN	DONALD M	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/21/93	214.00
COSTELLO	THOMAS J	POLICE OFFICER	EIGHTH DISTRICT	6/20/93	90.00
COUGHLIN	THOMAS	POLICE OFFICER	NARCOTICS SECTION	9/22/93	466.90
COX	JOSEPH J	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/17/92	5048.74
CRADICK	EDWARD	POLICE OFFICER	THIRTEENTH DISTRICT	5/25/93	21428.55
CRONIN	GERALD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/21/93	170.10
CROWLEY	RICHARD E	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	6/11/93	55.00
CRUMP	CARLA	POLICE OFFICER	FIFTEENTH DISTRICT	8/18/93	230.00
DAILING	SHERRY	POLICE OFFICER	THIRTEENTH DISTRICT	9/02/93	603.30
DAMICO	KAREN	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/28/93	284.40
DAVIS	HENRY JR	POLICE OFFICER	THIRD DISTRICT	6/23/84	161.00
DAY	SAMIRAH	POLICE OFFICER	FOURTH DISTRICT	7/01/92	1223.00
DEFRANCO	JOSEPH	POLICE OFFICER	SEVENTEENTH DISTRICT	7/10/93	125.00
DELAHANTY	MICHAEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/23/93	9.00
DELGADO	CARLOS J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/03/93	173.00
DINEEN	THOMAS	POLICE OFFICER	SEVENTH DISTRICT	9/16/93	254.00
DINKEL	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/28/92	4329.90

COUNCIL MEETING OF 3/02/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
DONOVAN	DAVID	POLICE OFFICER	NINTH DISTRICT	1/18/93	36.00
DONOVAN	DAVID	POLICE OFFICER	NINTH DISTRICT	5/23/93	36.00
DORKEN	DEBORAH	POLICE OFFICER	TWELFTH DISTRICT	9/11/93	1865.50
DOYLE	PATRICK	POLICE OFFICER	SEVENTH DISTRICT	9/28/93	370.00
DOYLE	THOMAS C	POLICE OFFICER	TENTH DISTRICT	9/16/93	140.00
DRAKULICH	LOUIS N	POLICE OFFICER	EIGHTEENTH DISTRICT	9/02/93	1217.10
DRIVER	FREDERICK T	POLICE OFFICER	SECOND DISTRICT	9/02/93	255.25
DUKES	REGINALD	POLICE OFFICER	ELEVENTH DISTRICT	9/03/93	1097.50
DUNIGAN	DOMINIQUE C	POLICE OFFICER	EIGHTEENTH DISTRICT	9/21/93	230.00
DUSENBERY	TIMOTHY E	POLICE OFFICER	NINETEENTH DISTRICT	8/25/93	56.00
DZIAK	STEVE	POLICE OFFICER	ELEVENTH DISTRICT	9/11/93	50.00
ENGSTROM	MICHELLE C	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/30/93	90.00
ESCOBEDO	SERGIO	POLICE OFFICER	TENTH DISTRICT	9/26/93	89.55
ESPINOSA	OPAL	POLICE OFFICER	FIFTH DISTRICT	9/07/93	802.78
EVANS	LYLE	POLICE OFFICER	SEVENTH DISTRICT	9/15/93	3084.25
FASSETT	BRIAN A	POLICE OFFICER	PARKING ENFORCEMENT UNIT	9/21/93	392.00
FERGUSON	MARY	POLICE OFFICER	EIGHTEENTH DISTRICT	9/21/93	484.25
FERRER	CARLOS	POLICE OFFICER	TENTH DISTRICT	9/13/93	210.49
FILICE	DARYL	POLICE OFFICER	NINTH DISTRICT	9/17/93	612.00
FOLEY	NANCY E	POLICE OFFICER	SEVENTEENTH DISTRICT	3/22/93	18.00
FRANCO-DELROSA	LUCIA E	POLICE OFFICER	TENTH DISTRICT	9/20/93	142.25
FRANICEVICH	ANTHONY	POLICE OFFICER	EIGHTEENTH DISTRICT	9/21/93	300.00
FRANK	ALBERT M	POLICE OFFICER	FIFTH DISTRICT	12/03/88	1160.00
FREEMAN	SCOTT	POLICE OFFICER	UNKNOWN	3/10/93	134.00
FULTZ-STEVENS	LORETTA	POLICE OFFICER	ELEVENTH DISTRICT	9/23/93	257.00
FUNDAREK	TIMOTHY J	POLICE OFFICER	NINTH DISTRICT	5/01/93	90.00
FUNDAREK	TIMOTHY J	POLICE OFFICER	NINTH DISTRICT	9/28/93	873.90
GALLERY	MARK R	POLICE OFFICER	EIGHTEENTH DISTRICT	7/05/93	120.00
GARGUL	JOHN M	POLICE OFFICER	FIFTEENTH DISTRICT	9/22/93	1004.00
GARRIDO	JOHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/03/93	276.30
GARTH	WALTER	POLICE OFFICER	SANITATION UNIT	7/18/92	105.30
GATES	LAWRENCE	POLICE OFFICER	BOMB AND ARSON SECTION	9/21/93	88.00
GILLESPIE	JOHN M	POLICE OFFICER	SEVENTEENTH DISTRICT	9/16/93	180.54
GLYNN	CHARLES	POLICE OFFICER	THIRTEENTH DISTRICT	9/10/93	576.40
GOLDSMITH	FLOYD	POLICE OFFICER	FIFTEENTH DISTRICT	9/14/93	525.90
GONZALES	JAMES	POLICE OFFICER	FOURTH DISTRICT	9/22/93	146.00
GONZALEZ	PHILIP S	POLICE OFFICER	RECRUIT TRAINING	9/08/93	475.25
GOOD	PATRICK M	POLICE OFFICER	SIXTH DISTRICT	9/09/93	139.00
GORDON	DEWILDA	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/12/93	158.50
GREEN	MARY ANN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/20/92	349.00
GREEN	SINGLETON	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/02/92	36.00
GREENE	ROBERT	POLICE OFFICER	FIFTEENTH DISTRICT	9/10/93	411.00
GRIFFIN	CONNELL P	POLICE OFFICER	TWELFTH DISTRICT	9/24/93	255.00
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	719.00
GUTIRREZ	MARGARET	POLICE OFFICER	ELEVENTH DISTRICT	9/04/93	791.20
HACKETT	PATRICK	POLICE OFFICER	FOURTH DISTRICT	6/11/93	90.00
HALL	MARYET	POLICE OFFICER	TWENTIETH DISTRICT	9/25/93	687.48
HAMPTON	TIMOTHY	POLICE OFFICER	FIFTEENTH DISTRICT	9/06/93	621.00
HANSEN	BRYAN J	POLICE OFFICER	RECRUIT TRAINING	9/08/93	209.85

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HARDESTY	RICHARD A	POLICE OFFICER	SEVENTH DISTRICT	9/23/93	137.35
HARRIS	BRYANT	POLICE OFFICER	SEVENTH DISTRICT	9/17/93	207.00
HARRIS	DALE	POLICE OFFICER	THIRD DISTRICT	2/14/93	50.00
HATTENBERGER	FRED E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/01/92	310.00
HAYNES	MARY A	POLICE OFFICER	ELEVENTH DISTRICT	9/03/93	293.70
HEALEY	DAVID W	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/10/93	400.50
HENRY	BERNADETTE	POLICE OFFICER	SEVENTH DISTRICT	10/18/90	100.00
HENRY-PHELPS	SYLVIA LEE	POLICE OFFICER	FIFTEENTH DISTRICT	11/29/92	1315.50
HENSON	CHARLES B	POLICE OFFICER	SEVENTH DISTRICT	9/17/93	50.00
HERNANDEZ	PHILLIP J	POLICE OFFICER	TWENTIETH DISTRICT	9/26/93	1202.24
HERRERA	RICARDO	POLICE OFFICER	NINTH DISTRICT	9/02/93	937.00
HODGE	ALEXANDER	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/22/93	103.50
HORNOWSKI	CHESTER	POLICE OFFICER	SEVENTEENTH DISTRICT	9/10/93	382.80
HOSTY	PATRICK J	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	9/29/93	363.50
HOWARD	JOHN D	POLICE OFFICER	FIRST DISTRICT	9/07/93	364.00
HOWE	RAYMOND J	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/18/93	292.70
HOZZIAN	JOANNE	POLICE OFFICER	SIXTEENTH DISTRICT	4/30/93	45.00
HUNT	TIM G	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/08/93	140.00
HUSS	RONALD	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/12/93	60.00
JACKSON	DAWN	POLICE OFFICER	TWENTIETH DISTRICT	9/04/93	556.00
JACKSON	PAUL	POLICE OFFICER	NINTH DISTRICT	7/01/90	406.00
JACKSON	VENDETTA J	POLICE OFFICER	RECRUIT TRAINING	1/24/86	874.00
JAMES-RILEY	KATHLEEN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/30/88	1141.00
JENNINGS	KEVIN G	POLICE OFFICER	FIFTEENTH DISTRICT	7/07/93	118.00
JENNINGS	KEVIN G	POLICE OFFICER	FIFTEENTH DISTRICT	9/28/93	289.80
JERRY	DERRICK	POLICE OFFICER	FIFTH DISTRICT	9/18/93	387.60
JOHNSON	BRUCE N	POLICE OFFICER	SIXTH DISTRICT	9/06/93	534.50
JOHNSON	JO ANNA	POLICE OFFICER	EIGHTEENTH DISTRICT	9/08/93	2211.75
JOHNSON	LONNIE	POLICE OFFICER	SECOND DISTRICT	9/11/92	630.00
JOHNSON	MERRILL L	POLICE OFFICER	THIRD DISTRICT	9/22/93	496.80
JOHNSON	PEGGY	POLICE OFFICER	SIXTEENTH DISTRICT	7/01/93	1825.00
JUAREZ	TONI	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/20/93	238.00
KAPLAN	STEVE	POLICE OFFICER	NINETEENTH DISTRICT	7/05/93	141.00
KARADJIAS	SOLOMIS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/07/93	182.70
KAWASAKI	ROY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/03/93	103.07
KAZUPSKI	EDWARD R	POLICE OFFICER	SEVENTH DISTRICT	9/02/93	606.30
KEEHN	MARTIN J	POLICE OFFICER	TWENTIETH DISTRICT	9/30/93	1512.46
KEETER	JOSEPH	POLICE OFFICER	NINTH DISTRICT	9/06/93	229.50
KENNEALY	JAMES F	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/23/93	3876.50
KENNY	MICHAEL	POLICE OFFICER	EIGHTEENTH DISTRICT	4/05/92	325.00
KERO	ROBERT A	POLICE OFFICER	FIFTEENTH DISTRICT	9/10/93	266.00
KIERAS	ALAN E	POLICE OFFICER	OHARE SECURITY	6/13/83	29.50
KING	JEFFERY S	POLICE OFFICER	FIFTEENTH DISTRICT	7/22/93	137.40
KNUDSON	DOROTHY J	POLICE OFFICER	ELEVENTH DISTRICT	7/17/93	20.00
KOOP	EDWARD C	POLICE OFFICER	NINETEENTH DISTRICT	7/19/93	1484.00
KOPSKY	CHRISTINE A	POLICE OFFICER	TWELFTH DISTRICT	5/04/93	4141.00
KOSTRO	JAMES E	POLICE OFFICER	EIGHTH DISTRICT	3/15/93	242.00
KROFEL	KENNETH	POLICE OFFICER	TWENTIETH DISTRICT	6/05/93	171.00
KUBIAK	LAURA M	POLICE OFFICER	FOURTH DISTRICT	9/30/93	195.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KWIATKOWSKI	ROBERT	POLICE OFFICER	THIRTEENTH DISTRICT	9/07/93	691.20
LECOMPTE	JOHN F	POLICE OFFICER	FIRST DISTRICT	9/25/93	703.00
LESTINSKY	JOSEPH E	POLICE OFFICER	SEVENTH DISTRICT	9/06/93	567.50
LICARI	RALPH J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/28/93	60.00
LITTLE	WILLIAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	9/28/93	536.75
LOPEZ	HARRY	POLICE OFFICER	BOMB AND ARSON SECTION	9/02/93	2816.00
LOPEZ	RICARDO	POLICE OFFICER	THIRTEENTH DISTRICT	9/10/93	176.00
LOWE	FREDERICK J	POLICE OFFICER	EIGHTEENTH DISTRICT	3/28/93	84.25
MACK	ERNEST	POLICE OFFICER	SEVENTEENTH DISTRICT	9/13/93	264.25
MACRI	FRANK C	POLICE OFFICER	EIGHTH DISTRICT	11/05/92	125.00
MADSEN	THEODORE	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/12/93	280.00
MAHONEY	ANTHONY O	POLICE OFFICER	SIXTH DISTRICT	9/01/93	224.50
MAJKA	SUSAN	POLICE OFFICER	FIFTH DISTRICT	9/10/93	649.70
MALUCHNIK	VICTORIA J	POLICE OFFICER	THIRTEENTH DISTRICT	9/22/93	539.00
MARAS	EDWARD S	POLICE OFFICER	NINTH DISTRICT	9/05/93	622.50
MARCELAK	THEODORE	POLICE OFFICER	FOURTH DISTRICT	6/22/93	80.00
MARSHALL	SYLVESTER	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/29/93	594.00
MARTINEZ	ANGELO	POLICE OFFICER	THIRTEENTH DISTRICT	9/22/93	271.90
MARTINEZ	GILBERT	POLICE OFFICER	FIFTEENTH DISTRICT	9/27/93	793.00
MATHEWS	ROWNEY S	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/93	208.65
MATIAS	HECTOR L	POLICE OFFICER	THIRTEENTH DISTRICT	9/24/93	731.80
MCCANN	BEATRA	POLICE OFFICER	THIRD DISTRICT	12/04/92	355.50
MCCANN	EDDIE	POLICE OFFICER	UNKNOWN	2/16/92	36.00
MCCANN	KATHLEEN	POLICE OFFICER	NINTH DISTRICT	9/27/93	305.00
MCCARTHY	H A	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/20/92	60.00
MCCARTY	TODD	POLICE OFFICER	FIFTEENTH DISTRICT	9/03/93	370.83
MCCLELLAN	RICHARD A	POLICE OFFICER	FOURTH DISTRICT	12/14/89	55.00
MCCORMACK	PATRICK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/26/93	124.00
MCGANN	THOMAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/07/93	747.00
MCINERNEY	JOSEPH C	POLICE OFFICER	NINTH DISTRICT	9/27/93	50.00
MCINERNY	RAY J	POLICE OFFICER	NINTH DISTRICT	9/27/93	254.40
MCINTYRE	JOHN J	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/07/93	60.00
MCKENNA	JOHN	POLICE OFFICER	TWELFTH DISTRICT	9/20/93	363.50
MCLEAN	TIMOTHY	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	6/01/93	36.00
MCMAHON	MICHAEL W	POLICE OFFICER	THIRTEENTH DISTRICT	9/11/93	177.00
MCNAMARA	DENNIS M	POLICE OFFICER	SEVENTEENTH DISTRICT	9/19/93	458.60
MORALES	LORRAINE T	POLICE OFFICER	TWELFTH DISTRICT	9/05/93	479.50
MORALES	TOM	POLICE OFFICER	FOURTEENTH DISTRICT	8/20/93	302.60
MORRIS	JAMES T	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/23/93	1050.00
MULKERIN	JOHN T	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92	4315.00
MULLER	DALE T	POLICE OFFICER	SIXTEENTH DISTRICT	7/18/93	85.00
MULLIGAN	JOHN M	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/18/89	152.00
MUNOZ	JORGE L	POLICE OFFICER	THIRTEENTH DISTRICT	9/13/93	176.00
MURPHY	PATRICK D	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86	55.00
MYRON	KEVIN	POLICE OFFICER	THIRTEENTH DISTRICT	9/10/93	200.00
NALEWAY	DAVID K	POLICE OFFICER	FIFTEENTH DISTRICT	9/13/93	1724.32
NALLY	RONALD	POLICE OFFICER	TWENTIETH DISTRICT	10/25/92	1916.00
NASH	ERNA M	POLICE OFFICER	RECRUIT TRAINING	9/30/93	350.10
NAVARRO	KEVIN	POLICE OFFICER	SEVENTEENTH DISTRICT	9/24/93	240.00

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NELSON	LAURENCE J	POLICE OFFICER	SEVENTEENTH DISTRICT	5/12/91	397.10
NIEVES	MIGUEL	POLICE OFFICER	FOURTEENTH DISTRICT	9/13/93	302.15
NORWAY	RONALD R.	POLICE OFFICER	ELEVENTH DISTRICT	9/29/93	470.89
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	109.55
NUNEZ	JESUS A	POLICE OFFICER	ELEVENTH DISTRICT	9/14/93	540.00
NYHAN	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/17/93	77.00
OCONNOR	DANIEL P	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/03/92	44.25
OCONNOR	THOMAS	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	7/14/92	171.00
ORTIZ	BRADUL	POLICE OFFICER	PARKING ENFORCEMENT UNIT	8/14/93	269.00
OSHEA	JOHN M	POLICE OFFICER	ORGANIZED CRIME DIVISION ADMIN	7/06/92	229.00
PALIKIJ	LOUIS M	POLICE OFFICER	SIXTEENTH DISTRICT	9/27/93	265.10
PARTIPILO	MICHAEL J	POLICE OFFICER	FIFTEENTH DISTRICT	9/28/93	248.94
PATERNO	CHRISTOPHER J	POLICE OFFICER	ELEVENTH DISTRICT	8/09/93	739.45
PATTERSON	JOHNNY	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	9/23/93	300.00
PERRY	LA DONNA M.	POLICE OFFICER	SEVENTH DISTRICT	8/07/93	259.00
PET	ROBERT A	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/13/93	134.25
PETERSEN	DONALD	POLICE OFFICER	YOUTH DIVISION AREA ONE	9/27/93	130.00
PEYRONET	ERNEST	POLICE OFFICER	MOUNTED UNIT	9/26/93	591.00
PHILLIPS	NATHAN	POLICE OFFICER	SEVENTH DISTRICT	8/12/93	75.00
PHILLIPS	SAMELLA	POLICE OFFICER	TWENTIETH DISTRICT	10/03/92	1000.00
PHILLIPS	SAMELLA	POLICE OFFICER	TWENTIETH DISTRICT	9/20/93	2290.00
PHIPPS	SANDRA K	POLICE OFFICER	FOURTH DISTRICT	9/23/93	30.00
POLLACK	KENNETH R	POLICE OFFICER	FIRST DISTRICT	6/04/93	593.00
POREBSKI	JOSEPH J	POLICE OFFICER	SIXTEENTH DISTRICT	9/30/93	62.00
PORTER	MAVERICK	POLICE OFFICER	FOURTH DISTRICT	9/21/93	253.91
POWELL	JUANITA	POLICE OFFICER	CENTRAL DETENTION SECTION	9/25/93	176.00
PRIETO	ANGELA M	POLICE OFFICER	NINETEENTH DISTRICT	8/19/93	597.00
PRITCHETT-ARNOLD	RITA L	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/01/93	862.00
PROSECKY	LOUISE E	POLICE OFFICER	TENTH DISTRICT	9/19/93	510.84
RAFFERTY	MICHAEL C	POLICE OFFICER	TENTH DISTRICT	9/14/93	240.94
RAK	JOHN	POLICE OFFICER	FIFTEENTH DISTRICT	9/20/93	475.47
REDD	DEANDRE	POLICE OFFICER	FIFTH DISTRICT	8/18/93	2106.40
REYES	RICARDO	POLICE OFFICER	ELEVENTH DISTRICT	5/28/93	95.00
REYES	ROGER	POLICE OFFICER	TENTH DISTRICT	4/06/82	174.00
REYES JR	JUAN	POLICE OFFICER	FOURTEENTH DISTRICT	7/31/92	60.00
RICHARDS	MAURICE	POLICE OFFICER	SEVENTH DISTRICT	9/08/93	254.00
RIVERA	JUAN	POLICE OFFICER	RECRUIT TRAINING	5/09/93	260.00
RIVERA	RAUL	POLICE OFFICER	PARKING ENFORCEMENT UNIT	1/24/93	106.00
ROBERTS	TYRONE L	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/30/93	110.00
ROBINSON	ANTON	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/27/93	3936.99
RODRIGUEZ	MARGARITA	POLICE OFFICER	FOURTEENTH DISTRICT	12/21/92	84.25
RODRIQUEZ	JOSE A	POLICE OFFICER	RECRUIT TRAINING	9/15/93	102.20
ROSAS	DANIEL J	POLICE OFFICER	SEVENTH DISTRICT	9/05/93	209.85
ROTI	NICHOLAS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/31/93	7471.60
RUNYAN	JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	28.00
RUSSELL	ROBBIE	POLICE OFFICER	SIXTH DISTRICT	9/09/93	1750.75
RYAN	RICHARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/14/92	507.50
SANCHEZ	RICHARD W	POLICE OFFICER	TENTH DISTRICT	6/15/93	20.00
SANCHEZ-RIVERA	ANNA	POLICE OFFICER	THIRTEENTH DISTRICT	9/24/93	310.00

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SCHAEFFER	FRANK	POLICE OFFICER	OHARE LAW ENFORCEMENT	9/10/92	86.00
SCHAFFER	JOHN E	POLICE OFFICER	MOUNTED UNIT	3/27/93	90.00
SCHULD	JOHN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/03/93	1207.50
SCOTT	WILLIE R	POLICE OFFICER	FIFTEENTH DISTRICT	8/09/93	111.60
SHEMASH	MICHAEL	POLICE OFFICER	NINTH DISTRICT	5/02/93	90.00
SIERZEGA	ROBERT	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/05/88	170.00
SILVESTRINI	CARL	POLICE OFFICER	EIGHTEENTH DISTRICT	1/31/93	130.00
SIMIK	DEBORAH R	POLICE OFFICER	TWELFTH DISTRICT	9/04/93	5518.50
SIMON	CAREY	POLICE OFFICER	FIFTEENTH DISTRICT	9/03/93	484.83
SMITH	RONALD C	POLICE OFFICER	FIFTH DISTRICT	2/21/92	178.00
SMITH	VALERIE R	POLICE OFFICER	FIFTH DISTRICT	9/30/93	440.80
SMITH	WAYNE	POLICE OFFICER	ELEVENTH DISTRICT	9/21/93	272.34
SMITH-WILLIAMS	PRISCILLIA	POLICE OFFICER	SIXTH DISTRICT	8/26/93	548.75
SMITKA	ROBERT M	POLICE OFFICER	NARCOTICS SECTION	9/08/93	743.90
SOSNOWSKI	JOSEPH R	POLICE OFFICER	TENTH DISTRICT	6/22/93	88.00
SPENCER	WADE L	POLICE OFFICER	ELEVENTH DISTRICT	9/21/93	218.97
STACK	EDMOND	POLICE OFFICER	UNKNOWN	6/20/93	55.00
STEVENS	ROBERT	POLICE OFFICER	TWENTIETH DISTRICT	7/21/93	73.57
STROCCHIA	CATHERINE	POLICE OFFICER	TENTH DISTRICT	4/01/93	275.25
TIRADO	ROBERTO	POLICE OFFICER	THIRTEENTH DISTRICT	7/22/93	6089.10
TRAVIS-PEACOCK	SYLVIA	POLICE OFFICER	SEVENTEENTH DISTRICT	9/10/93	641.50
TRIFILIO	LOUIS A	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	6/20/93	103.00
TURNER	GLENN	POLICE OFFICER	ELEVENTH DISTRICT	6/20/93	515.50
TURNER	SARAH	POLICE OFFICER	SEVENTH DISTRICT	7/25/93	75.00
VANHOVE	THOMAS	POLICE OFFICER	EIGHTEENTH DISTRICT	8/12/93	402.66
VEHE	THOMAS J	POLICE OFFICER	EIGHTH DISTRICT	8/27/93	660.85
VINS	JAMES M	POLICE OFFICER	NINTH DISTRICT	8/12/93	439.00
VINSON	ALEC	POLICE OFFICER	FIFTH DISTRICT	9/16/91	105.00
VOLLAND	JAMES	POLICE OFFICER	SEVENTH DISTRICT	8/28/93	612.50
VUKAS	VINCENT	POLICE OFFICER	NINETEENTH DISTRICT	8/10/93	2467.40
WALDERA	THOMAS	POLICE OFFICER	THIRTEENTH DISTRICT	1/03/92	100.00
WALKER	KENNETH C	POLICE OFFICER	SEVENTH DISTRICT	9/20/93	702.60
WALSH	THOMAS	POLICE OFFICER	TENTH DISTRICT	9/20/93	444.89
WALTON	THOMAS M	POLICE OFFICER	TWENTIETH DISTRICT	1/01/88	1325.00
WARD	JOHN	POLICE OFFICER	FOURTH DISTRICT	8/23/93	860.00
WATSON	ANTHONY	POLICE OFFICER	SIXTH DISTRICT	8/04/93	436.35
WEAVER	SEBASTIAN Q	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/24/93	26.25
WILLIAMS	JOSEPH M	POLICE OFFICER	ELEVENTH DISTRICT	8/26/93	484.30
WILLIAMS	KEVIN	POLICE OFFICER	FIFTH DISTRICT	7/09/93	151.00
WILLIAMS	NICHOLAS M	POLICE OFFICER	NARCOTICS SECTION	8/25/93	721.90
WILLIAMS	TRACY G	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/28/93	52.00
WILLIAMS-SZEFC	LINDA	POLICE OFFICER	FOURTH DISTRICT	9/10/93	484.00
WILSON	STEVEN C	POLICE OFFICER	FIFTH DISTRICT	3/17/92	36.00
WIMBERLY	MYRON	POLICE OFFICER	RECRUIT TRAINING	12/13/90	24.00
WINTERS	EDWARD	POLICE OFFICER	THIRD DISTRICT	8/23/93	251.90
WISNIEWSKI	GARY	POLICE OFFICER	ELEVENTH DISTRICT	8/08/93	673.95
WOJCIK	ANTHONY T	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	4/24/93	55.00
WOMACK	RHONDA	POLICE OFFICER	SIXTH DISTRICT	2/10/93	1134.00
YEDLINSKI	JARRETT A	POLICE OFFICER	SEVENTEENTH DISTRICT	10/06/92	212.50

COUNCIL MEETING OF 3/02/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ZAFOLSKY	THOMAS R	POLICE OFFICER	NARCOTICS SECTION	9/03/93	140.25
ZAVOLOKOFF	NICHOLAS	POLICE OFFICER	NARCOTICS SECTION	8/28/93	2907.30
ZBIERALSKI	RALPH	POLICE OFFICER	FIRST DISTRICT	9/07/93	6083.50
ALLEN	VERDIE	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	4/16/92	71.50
AUMANN	WILLIAM	FIREFIGHTER	TRUCK 18	3/10/92	111.80
BAES	PAUL	FIREFIGHTER	ENGINE COMPANY 88	8/10/93	314.10
BAILEY	GEORGE	CAPTAIN	TRUCK 52	9/30/93	1237.00
BEALS	AARON	PARAMEDIC	AMBULANCE 5	8/25/93	509.50
BEAUREGARD	DENNIS	LIEUTENANT	DISTRICT RELIEF 5	6/29/92	1612.00
BELLUOMINI	JAMES	FIREFIGHTER	ENGINE COMPANY 91	2/12/93	190.30
BIESCHKE	RICHARD	FIREFIGHTER	TRUCK 21	10/07/93	747.42
BROWN	STEPHEN	FIREFIGHTER	TRUCK 24	10/14/93	285.00
BURGER	ARTHUR	FIREFIGHTER	UNKNOWN	2/11/93	2269.00
CERNA	MARIA	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	7/19/93	54.40
CLAY	STEVEN	FIREFIGHTER	TRUCK 39	9/23/93	218.34
COLEMAN-POPE	VICKIE	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	11/22/93	844.50
COLON	CRISTINO	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	9/13/93	150.00
CORLEY	BRIAN	FIREFIGHTER	TRUCK 27	6/22/93	265.00
DAVIN	JAMES	CAPTAIN	BATTALION 24	10/20/93	40.00
DAVIS	ROBERT	ENGINEER	ENGINE COMPANY 26	9/19/93	777.00
DISILVESTRO	JOHN	PARAMEDIC	AMBULANCE 46	9/13/93	567.64
EDWARDS	JOHN	CAPTAIN	SQUAD 1	5/14/93	70.00
FINN	JOHN P	LIEUTENANT	TRUCK 15	8/14/93	7579.60
FITZPATRICK	PETER	CAPTAIN	ENGINE COMPANY 83	9/23/93	1525.00
GARCIA	JESUS	PARAMEDIC	AMBULANCE 14	9/02/93	181.17
GARDLEY	MAMIE	PARAMEDIC	AMBULANCE 15	12/08/91	75.00
GARR	BARRY	CAPTAIN	TRUCK 19	2/16/93	45.00
GENOVA	JOHN	PARAMEDIC	UNKNOWN	8/30/93	153.40
HALLORAN	DANIEL	FIREFIGHTER	TRUCK 29	2/11/92	2087.00
HANNON	JAMES	FIREFIGHTER	TRUCK 28	11/06/93	90.90
HARDIN	KENNETH	FIREFIGHTER	TRUCK 27	10/18/93	195.30
HERRING	RODNEY	FIREFIGHTER	ENGINE COMPANY 69	11/05/93	121.50
HOWARD	JOHN	FIREFIGHTER	TRUCK 27	3/09/89	273.00
HOWARD	RAYMOND	FIREFIGHTER	TRUCK 22	12/20/92	115.00
HUGEL	HENRY	PARAMEDIC	UNKNOWN	11/03/93	171.35
INGRAM	VERNON	LIEUTENANT	UNKNOWN	11/03/93	171.35
JACKSON	CHARLES	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	11/15/93	447.38
JOHNSON	DAVID	PARAMEDIC	UNKNOWN	11/03/93	171.35
JULKOWSKI	JOHN	FIREFIGHTER	ENGINE COMPANY 50	4/13/93	1521.00
KAMER	MICHAEL	FIREFIGHTER	ENGINE COMPANY 116	9/29/93	158.00
KEHOE	PATRICK	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	11/03/93	131.35
KELLY	JAMES	LIEUTENANT	TRUCK 18	4/03/93	299.20
KNOTT	STEVE	PARAMEDIC	UNKNOWN	6/02/93	25.00
KUEHL	ROBERT	FIREFIGHTER	TRUCK 5	10/09/93	98.00
LARAMORE	KIMBERLY J	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	9/25/93	419.00
LAZZARA	PETER	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	7/04/92	56.00
LEWIS	VINCENT	PARAMEDIC	AMBULANCE 37	11/03/93	543.55
LOMAX	DONDIEGO	FIREFIGHTER	ENGINE COMPANY 98	8/13/91	67.79
LUKACS	HENRY	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	8/10/93	140.40

COUNCIL MEETING OF 3/02/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MALLOY	JOHN	FIREFIGHTER	ENGINE COMPANY 32	11/04/93	210.25
MCCALLUM	JOHN	FIREFIGHTER	SQUAD 5	5/19/93	1811.75
MCCANN	DANIEL J	FIREFIGHTER	TRUCK 17	5/28/92	10282.13
MCCLUNG	EDWARD	LIEUTENANT	ENGINE COMPANY 32	11/25/90	95.00
MCGUIRE	MICHAEL	FIREFIGHTER	ENGINE COMPANY 30	5/27/92	75.00
MCKITTRICK	MICHAEL	FIREFIGHTER	EMS DISTRICT 5 HEADQUATERS & R	10/14/93	105.00
MCMAHON	JAMES F	FIREFIGHTER	TRUCK 41	11/11/93	223.60
MCNAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	210.75
MCNAMARA	WILLIAM	LIEUTENANT	SQUAD 3	2/19/88	1475.75
MEJIA	JUAN	PARAMEDIC	UNKNOWN	9/18/93	365.15
MORAN	THOMAS	PARAMEDIC	AMBULANCE 15	11/21/91	75.00
MORENO	JOSE	FIREFIGHTER	UNKNOWN	11/03/93	171.35
MORRIS	GREGORY	PARAMEDIC	AMBULANCE 38	8/22/93	74.70
MURPHY	TERENCE	FIREFIGHTER	DISTRICT RELIEF 1	12/16/84	999.26
NORRIS	MICHAEL	FIREFIGHTER	TRUCK 7	11/09/93	1670.00
OCONNELL	WILLIAM	LIEUTENANT	TRUCK 29	2/07/86	73.00
OMALLEY	STEPHEN	FIREFIGHTER	ENGINE COMPANY 109	11/30/93	228.99
PALUCH	ROMAN	FIREFIGHTER	ENGINE COMPANY 106	11/11/93	231.50
PELAK	JOANNE	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	6/28/93	90.00
PENAR	CYNTHIA	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	7/29/93	390.45
PEREZ	ROGER	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	8/07/93	373.50
PERKINS	JAMES	FIREFIGHTER	ENGINE COMPANY 75	8/05/93	48.00
PIWINSKI	LINDA	PARAMEDIC	AMBULANCE 48	11/05/93	106.25
POTESAK	WAYNE	ENGINEER	UNKNOWN	7/24/92	55.00
RENTAS	GEORGE	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	12/11/92	123.00
REYES	RAUL	FIREFIGHTER	ENGINE COMPANY 7	8/05/93	320.00
RICHARDS	JOHN	FIREFIGHTER	TRUCK 13	10/26/93	175.00
RUDER	EDWARD	FIREFIGHTER	ENGINE COMPANY 123	5/21/93	130.00
SANGARI	SABRINA	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	7/12/93	45.00
SCHMIDT	KENNETH	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	9/05/93	741.80
SCHNATTERBECK	MARTIN	PARAMEDIC	AMBULANCE 23	9/04/93	632.50
SEEBAUER	THOMAS	PARAMEDIC	AMBULANCE 26	4/05/93	70.00
SEMERAU-MURBACH	SHERI	PARAMEDIC	AMBULANCE 41	8/13/92	699.00
SHIMKUS	STEVEN	PARAMEDIC	AMBULANCE 21	10/03/93	349.19
STEWART	JESSIE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	810.95
STROUD	REGINALD	FIREFIGHTER	TRUCK 42	10/26/92	1325.00
SZCZEPANIAK	DENNIS	FIREFIGHTER	ENGINE COMPANY 23	10/08/92	365.00
TANNEHILL	CHARLES	CAPTAIN	TRUCK 14	3/23/89	82.50
TORRISE	DANIEL	FIREFIGHTER	SQUAD 1	4/14/93	40.00
TRACY	DWAYNE	PARAMEDIC	UNKNOWN	10/21/93	290.05
TURRENTINE	HAROLD	FIREFIGHTER	ENGINE COMPANY 91	10/07/93	470.27
VANMETER	GEORGE	FIREFIGHTER	ENGINE COMPANY 26	11/03/93	171.35
VANSWEARINGEN	GUY	FIREFIGHTER	TRUCK 47	10/07/93	228.11
VOGRICH	GLEN	FIREFIGHTER	ENGINE COMPANY 101	9/05/93	166.00
WALSH	GREGG	FIREFIGHTER	ENGINE COMPANY 83	3/01/92	405.00
WEIGAND	JOHN	FIREFIGHTER	ENGINE COMPANY 89	8/15/93	1525.00
WELCH	BRIAN	LIEUTENANT	DISTRICT RELIEF 2	11/24/93	107.70
WILDER	LARRY	LIEUTENANT	ENGINE COMPANY 93	8/25/93	243.15
WILLIAMS	EMILE W	FIREFIGHTER	TRUCK 24	10/23/93	331.75

COUNCIL MEETING OF 3/02/94

REGULAR ORDERS

********** EMPLOYEE	NAME **********	******** RANK	*******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WILSON	DAVID	FIREFIGHTER		TRUCK 24	12/01/92	120.00
WOODS	MARLON	FIREFIGHTER		ENGINE COMPANY 113	6/21/93	6306.00
YOUNG	GARRY	FIREFIGHTER		ENGINE COMPANY 102	5/14/92	107.55
ZUBIK	DAVID	FIREFIGHTER		ENGINE COMPANY 23	11/20/89	816.00

; 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 damages 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 45829 through 45831 of this Journal.]

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

(Continued on page 45832)

COUNCIL MEETING OF 3/02/94

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBERTI	PAUL J	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/92	9757.10
ARCHER	ROBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	1/25/93	2698.12
ASHTON	ANITA R	POLICE OFFICER	THIRD DISTRICT	9/14/93	678.10
BARKER	DONALD	POLICE OFFICER	TWENTIETH DISTRICT	9/10/93	1598.20
BARNAS	KENNETH	POLICE OFFICER	NARCOTICS SECTION	10/20/93	62.00
BARNHILL	GORDON	POLICE OFFICER	AUTO THEFT SECTION	10/06/92	60.00
BART	JAMES M	POLICE OFFICER	DHARE LAW ENFORCEMENT	10/03/93	2021.45
BOEHMER	ALLEN J	POLICE OFFICER	PARKING ENFORCEMENT UNIT	9/09/93	5237.00
BRADY	BRUCE E	POLICE OFFICER	CANINE UNIT	6/08/93	83.00
BRAXTON	EVELYN M	POLICE OFFICER	THIRD DISTRICT	9/02/93	886.30
BUCKLES	ANTHONY D	POLICE OFFICER	FIFTH DISTRICT	7/05/93	290.00
BURNS	LINDA	POLICE OFFICER	ELEVENTH DISTRICT	9/03/93	45.00
CHAPLIN	JOHN R	POLICE OFFICER	UNKNOWN	5/08/93	83.00
CINTRON	EFRAIN	POLICE OFFICER	RECRUIT TRAINING	9/18/93	1861.35
COLON	MARGRET	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/26/93	187.00
CONCKUS	CHARLES J	POLICE OFFICER	EIGHTH DISTRICT	5/07/93	230.00
CRONIN	GERALD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/24/93	435.00
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	634.94
CUNNINGHAM	PHILLIP	POLICE OFFICER	UNKNOWN	9/09/93	150.00
CUNNINGHAM	SHIRLEY	POLICE OFFICER	SIXTH DISTRICT	12/04/91	354.50
DAVENPORT	JOSEPH	POLICE OFFICER	SECOND DISTRICT	9/20/93	1872.55
DIAZ	ANTONIO	POLICE OFFICER	TENTH DISTRICT	8/25/93	1161.00
DONES	LIONEL	POLICE OFFICER	EIGHTEENTH DISTRICT	3/26/90	14548.75
DONOVAN	DAVID	POLICE OFFICER	EIGHTH DISTRICT	10/31/90	80.00
DUBIEL	ROBERT H	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/11/93	41.00
DUFFY	TERRENCE J	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/15/93	683.50
DUNN	DEBORAH A	POLICE OFFICER	FIFTH DISTRICT	9/28/93	10119.70
ENGELS	DANIEL C	POLICE OFFICER	FIFTEENTH DISTRICT	2/08/90	5344.06
FEDDOR	ELIZABETH J	POLICE OFFICER	SIXTEENTH DISTRICT	9/22/93	1640.35
FRELIX	LEONARD	POLICE OFFICER	EIGHTEENTH DISTRICT	9/15/93	1080.00
FUDA	FRANK J	POLICE OFFICER	SEVENTH DISTRICT	9/14/93	935.20
GRANATO	MICHAEL	POLICE OFFICER	PARKING ENFORCEMENT UNIT	9/23/93	275.00
GRIFFIN	JOHN L	POLICE OFFICER	THIRD DISTRICT	9/02/93	1079.00
GROTTA	JOHN	POLICE OFFICER	FOURTH DISTRICT	5/27/93	11225.60
GUTIERREZ	DANIEL	POLICE OFFICER	ELEVENTH DISTRICT	9/12/93	351.60
HARVEY	MICHAEL W	POLICE OFFICER	PARKING ENFORCEMENT UNIT	9/23/93	332.00
JAGLOWSKI	ALLEN	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	9/06/93	916.50
JENKINS	JOHNNIE B	POLICE OFFICER	SIXTH DISTRICT	12/10/91	210.00
JOHNSON	LAWRENCE	POLICE OFFICER	FIFTEENTH DISTRICT	6/08/92	5627.59
KALBFELL	ROBERT C	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/21/88	50.00
KANE	PAUL A	POLICE OFFICER	THIRTEENTH DISTRICT	10/17/92	50.00
KING	CORNES JR	POLICE OFFICER	SIXTH DISTRICT	9/19/93	1321.00
KUZNIAR	MICHAEL S	POLICE OFFICER	NINETEENTH DISTRICT	9/09/93	625.50
KWIATEK	RICHARD	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/26/93	2099.25
LAWSON	MARTY C	POLICE OFFICER	SEVENTH DISTRICT	3/26/93	345.00
LEVANT	STEVEN	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	6/27/91	1287.75
LORENZ	GEORGE	POLICE OFFICER	EIGHTH DISTRICT	3/03/93	100.00
LOTTMAN	ROBERT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/28/93	1155.22
MALKOWSKI	JEROME S	POLICE OFFICER	FOURTH DISTRICT	6/24/93	36.00

COUNCIL MEETING OF 3/02/94

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MALONE	KEVIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/08/93	196.70
MCCANN	THOMAS P	POLICE OFFICER	NARCOTICS SECTION	6/03/93	19.00
MILLER	KIMBERLY	POLICE OFFICER	TENTH DISTRICT	6/08/93	2472.00
MOYER	PATRICK J	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/03/93	160.00
NODAL	EDUARDO	POLICE OFFICER	RECRUIT TRAINING	8/11/93	34.00
OLSEN	EARL J	POLICE OFFICER	SIXTH DISTRICT	9/22/93	155.00
PALMER	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	9/25/89	200.00
PANICO	JOSEPH	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/17/91	65.00
PARKER	THEODORE R	POLICE OFFICER	MARINE UNIT	4/29/93	9.00
PENA	TAMMIE A	POLICE OFFICER	THIRTEENTH DISTRICT	10/15/92	163.00
PEREZ-SORIA	SANDRA	POLICE OFFICER	FOURTEENTH DISTRICT	9/11/93	2619.50
PHELPS	THOMPSON	POLICE OFFICER	FOURTH DISTRICT	9/10/93	250.00
PIERCE	CAROL	POLICE OFFICER	SEVENTH DISTRICT	10/25/82	280.00
POKOJOWCZYK	CHRISTINE	POLICE OFFICER	SEVENTEENTH DISTRICT	7/27/93	125.00
POVOLO	JAMES R	POLICE OFFICER	SIXTEENTH DISTRICT	6/18/93	1225.00
POWE	MYRTLE L	POLICE OFFICER	ELEVENTH DISTRICT	8/06/93	205.00
PREWOZNIK	RONALD T	POLICE OFFICER	INTERSECTION CONTROL UNIT	9/05/93	4629.84
PRZEPIORA	TED A	POLICE OFFICER	TENTH DISTRICT	6/27/93	52.00
PRZYWARA	JOHN T	POLICE OFFICER	EIGHTEENTH DISTRICT	2/07/93	77.00
RAPIER	ROSIE	POLICE OFFICER	THIRD DISTRICT	10/15/92	120.00
REGNIER	RICHARD	POLICE OFFICER	FIFTH DISTRICT	7/03/93	216.05
RETZKE	GERY	POLICE OFFICER	NINETEENTH DISTRICT	9/09/93	440.50
RIVERS	JEANETTE	POLICE OFFICER	THIRD DISTRICT	1/15/93	75.00
ROCK	MICHAEL G	POLICE OFFICER	FIRST DISTRICT	7/23/93	6025.65
ROSARIO	JESSIE A	POLICE OFFICER	FOURTEENTH DISTRICT	7/13/93	316.80
ROSAS	LEONARD P	POLICE OFFICER	FIRST DISTRICT	9/06/93	5472.75
SCHMIDT	MICHAEL V	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/12/93	36.00
SHANNON	THOMAS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/25/93	234.00
SPIZZIRRI	EDWARD A	POLICE OFFICER	TWELFTH DISTRICT	9/30/93	3151.20
STAMPLEY	ERIC E	POLICE OFFICER	SEVENTH DISTRICT	7/18/93	272.25
SWAIN	ESSTAVEYON	POLICE OFFICER	THIRD DISTRICT	11/11/91	332.50
SYKES	CLEON L	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/29/93	503.00
TAYLOR	CHARLES H	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/27/93	1401.00
THOMAS	TIMOTHY M	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/18/93	3306.30
TOWNSEND	JOSEPH I	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/11/93	9.00
TREMAINE	TIMOTHY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/01/93	2708.77
VOVOS	THOMAS	POLICE OFFICER	NINTH DISTRICT	2/03/93	53.00
WALCZAK	THEODORE J	POLICE OFFICER	INTERSECTION CONTROL UNIT	12/17/91	1247.00
WATKINS	DERRICK	POLICE OFFICER	SECOND DISTRICT	7/30/93	603.60
WATSON	CINDY	POLICE OFFICER	THIRD DISTRICT	4/28/93	612.00
WILLIAMS	ROMELL	POLICE OFFICER	UNKNOWN	8/16/93	371.82
WOLFE	JOSEPH	POLICE OFFICER	SIXTEENTH DISTRICT	10/24/91	45.00
DWYER	JOHN	FIREFIGHTER	TRUCK 33	9/09/92	216.00
HUDSON	CURTIS	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	1/14/93	172.80
IBATA	RICHARD A	FIREFIGHTER	EMS DISTRICT 3 HEADQUATERS & R	11/05/93	459.42
KOOL	ISABELLA	PARAMEDIC	AMBULANCE 6	6/04/92	106.75
MCNAMEE	STEVEN	FIREFIGHTER	UNKNOWN	11/23/93	26568.05
RENFROE	KEITH	FIREFIGHTER	ENGINE COMPANY 73	12/30/83	50.00
ROSE	HENRY	PARAMEDIC	AMBULANCE 26	6/27/93	50.00

COUNCIL MEETING OF 3/02/94

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********	******** RANK ********	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SCHMIDT ROBERT	LIEUTENANT	TRUCK 57	5/13/93	420.00
SNYDER RICHARD	CAPTAIN	ENGINE COMPANY 57	9/11/93	75.00
VEGA PEDRO	FIREFIGHTER	ENGINE COMPANY 57	9/11/93	127.80

(Continued from page 45828)

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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is 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:

Personal Damage.

Department Of Sewers:
Account Number 314-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Hedy Enblom and Economy Fire & Casualty Co. Cl. 11010-4963-1 YA3 500 Economy Court Freeport, Illinois 61032	3/6/92 1936 North Pulaski Road	$1,329.00

Damage To Property.

Department Of Sewers:
Account Number 314-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Robert and Joan Campbell 1643 West 102nd Street Chicago, Illinois 60643	1/5/93 1643 West 102nd Street	$490.00
Alice Fontana 2314 West 24th Street Chicago, Illinois 60608	9/1/92 2314 West 24th Street	1,500.00

Damage To Vehicle.

Department Of Sewers:
Account Number 314-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Paul Aman 727 West Briar Place Chicago, Illinois 60657	1/25/93 North Clark Street and West Catalpa Avenue	$1,428.12
Sarah Aspen and Allstate Insurance Cl. 1231182740-BLB P.O. Box 1027 Skokie, Illinois 60076	11/26/91 3140 North Wolcott Avenue	370.00
Charles Ronald Becker and Farm Bureau Town & Country Ins. of Missouri P.O. Box 658 701 South Country Club Drive Jefferson City, Missouri 65102	8/25/92 2700 North Clybourn Avenue	1,500.00
Carol M. Bozovic 13530 South Brandon Avenue Chicago, Illinois 60633	9/13/92 East 135th and South Brainard Avenue	200.00
Lisa M. Cortez 5015 South Talman Avenue Chicago, Illinois 60632	6/29/93 Archer and Canal Street viaduct	120.00 180.00*
Donald Crawford 7938 South Dante Avenue Chicago, Illinois 60619	8/13/93 1685 North Throop Street	1,975.00 125.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Oliver Dumitru 4700 North Damen Avenue Chicago, Illinois 60625	10/9/92 2030 West Leland Avenue	$ 400.00
Patricia Flynn 3726 North Whipple Street Chicago, Illinois 60618	9/4/91 3726 North Whipple Street	1,500.00
Jorge Gonzales 2718 North Parkside Avenue Chicago, Illinois 60639	11/28/91 800 South Central Avenue	800.00
Millard Comer Heath 5155 West West End Avenue Chicago, Illinois 60644	7/26/92 5148 West West End Avenue	300.00
Nancy Kehoe 4418 North Keeler Avenue Chicago, Illinois 60630	9/13/92 South Elston Avenue and South Central Avenue	194.22
Donald Victor Lamonica Unit 207 1111 West Cornelia Avenue Chicago, Illinois 60657	11/19/92 1416 West Bryn Mawr Avenue	1,500.00
Leonard J. Lesure 1312 North Bell Avenue Chicago, Illinois 60622	4/8/92 West Madison Street and South California Avenue	350.00
Brion Norris and Liberty Mutual Insurance Co. 100 Lincolnway West P.O. Box 768 Mishawaka, Indiana 46546	2/9/91 South Prairie Avenue And East 23rd Street	1,000.00
Jeffrey W. Peraino 6128 North Mason Avenue Chicago, Illinois 60646	8/13/92 North Western Avenue and West Belmont Avenue	250.00

Name And Address	Date And Location	Amount
Carl Crederick Schock Apartment 706 425 West Surf Street Chicago, Illinois 60657	10/8/93 382 South Canal Street on southwest corner	$300.00
William McKinley Stumbo 4406 North Hamlin Avenue Chicago, Illinois 60625	9/21/93 1800 West Wilson Avenue	80.00 220.00*
Emil L. Syngel 501 North Edgewood LaGrange Park, Illinois 60525	7/28/92 500 South State Street	52.95
Michael J. Szorc 6425 North Newark Avenue Chicago, Illinois 60631	9/28/93 North Central Avenue and Northwest Highway	135.00
Celso Urbina and American Ambassador Cas. Co. Suite 300E 1501 East Woodfield Road Schaumburg, Illinois 60173	5/20/92 West 18th and South Racine Avenue	375.00
Melvin M. Washington 6849 South Wabash Avenue Chicago, Illinois 60637	7/21/92 8003 South California Avenue	1,390.00 110.00*

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Streets: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Thomas F. Blake 4124 North Pittsburgh Avenue Chicago, Illinois 60634	1/8/93 Eastbound on Foster Avenue at Kennedy Overpass	$136.02
Mary D. Carr Apartment 14A 30 East Elm Street Chicago, Illinois 60611	11/29/93 30 East Elm Street	438.70
Steven V. Martin 3429 West 74th Street Chicago, Illinois 60629	6/14/93 4200 West 87th Street	106.50 340.00*
John Thompson, Sr. 6645 North Ogallah Avenue Chicago, Illinois 60631	6/29/93 6645 North Ogallah Avenue	50.00
Henry Wilgotski 6105 West Cornelia Avenue Chicago, Illinois 60634	6/18/93 6105 West Cornelia Avenue (alley)	75.00

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* To City of Chicago, Bureau of Parking

Damage To Property.

Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.

Name And Address	Date And Location	Amount
James Michael Antonacci 5919 North Knox Avenue Chicago, Illinois 60646	6/5/92 5919 North Knox Avenue	$1,500.00
Illinois Bell Telephone Co. File 93-1275 Room 2H 212 West Washington Street Chicago, Illinois 60606	4/15/93 7500 South Western Avenue	540.00
Tessie Mikulski 4248 North Parkside Avenue Chicago, Illinois 60634	3/1/93 4248 North Parkside Avenue	158.60
Marji Simon 5642 North Virginia Avenue Chicago, Illinois 60659	9/14/93 5642 North Virginia Avenue	88.00
The Peoples Gas Light and Coke Company File 93-0-225 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	8/30/93 3517 West Washington Boulevard	440.00
The Peoples Gas Light and Coke Company File 93-0-162 Suite 311 122 South Michigan Avenue Chicago, Illinois 60603	5/27/93 3444 West Beach Street	358.00

Damage To Vehicle.

Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Oren Swift 4555 South LaPorte Avenue Chicago, Illinois 60638	1/25/93 340 South Kostner Avenue	$1,100.00
Merced Valle and State Farm Insurance Company Cl. 13-3089-356 9701 West Higgins Road Rosemont, Illinois 60018	2/15/93 Location unknown	331.24

Damage To Property.

Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Kazimierz Kolbusz 2728 North McVicker Avenue Chicago, Illinois 60639	5/22/92 2728 North McVicker Avenue	$170.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Equipment: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
A & M Express Inc. and Economy Fire and Casualty 500 Economy Court P. O. Box 441 Freeport, Illinois 61032	12/4/91 Kedzie Avenue	$1,050.00 25.00*
Joshua O. Bloodgood Apartment 28C 4522 Heartland Drive Richton Park, Illinois 60471	3/27/92 During towing	54.99
Jeffrey Cartwright 380 Yates Calumet City, Illinois 60409	9/16/92 During towing	77.52 147.48*
Larry J. Coven Unit 811 320 West Illinois Street Chicago, Illinois 60610	10/17/92 During towing	350.00
Sean Cummings Unit 4010 1130 South Michigan Avenue Chicago, Illinois 60605	9/11/92 During towing	82.50

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Economy Fire & Casualty Company Cl. 11010-9464-5-XD7 P. O. Box 441 Freeport, Illinois 61032	2/1/92 During towing	$920.00
Fred Robert Fairfax 10525 South LaSalle Street Chicago, Illinois 60628	8/13/92 1148 North Keeler Avenue (alley)	125.00 875.00*
Jeffrey George Follensbee Route 2, Box 220 Chippewa Falls, Wisconsin 54729	7/27/92 During towing	1,200.00
George Robert Haas 2156 North Lincoln Avenue Chicago, Illinois 60614	9/29/92 During towing	143.68
Alexander Harris 6528 South Bell Avenue Chicago, Illinois 60636	12/2/93 During towing	28.25
Jerry Johnston 8325 Heather Glen Drive Memphis, Tennessee 38138	2/23/92 During towing	147.61
Susan A. Jordan Apartment 1916 445 East Ohio Street Chicago, Illinois 60611	9/13/91 During towing	320.00

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*- To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Harrison Kennicott 2660 North Clybourn Avenue Chicago, Illinois 60614	8/4/92 During towing	$520.00
Domingo Lobo 5112 Greenwood Skokie, Illinois 60077	9/10/92 During towing	63.65 25.00*
George and Darlene Lundin 15 Clover Lane Barrington, Illinois 60010	8/22/92 During towing	500.00
Steven Kent Neighbor 117 North Main Alburnett, Iowa 52202	5/23/92 During towing	350.00 25.00*
Bradley Nelson 605 East Indiana Wheaton, Illinois 60187	9/23/92 During towing	250.00
Sid Ross Peterson 4422 Shabbona Lane Lisle, Illinois 60532	6/30/92 During towing	400.00
Pablo Piccato 5513 Avenue H Austin, Texas 78741	7/7/92 During towing	56.15
Katherine Ellen Prillaman Apartment 402 2555 North Clark Street Chicago, Illinois 60614	9/30/92 During towing	400.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Cheryl Ann Pulio Apartment 9 2358 South Oakley Avenue Chicago, Illinois 60608	9/4/92 2358 South Oakley Avenue	$750.00
Lephonier Richards 6233 South Bishop Street Chicago, Illinois 60636	7/1/92 During towing	800.00
Mary E. Ricketts Apartment 201 6726 North Glenwood Avenue Chicago, Illinois 60626	4/3/91 2817 East 77th Place	500.00
Joe Paul Rodriguez 4710 North Damen Avenue Chicago, Illinois 60625	8/13/92 During towing	575.00
Reynaldo Vazquez 936 North Kedvale Avenue Chicago, Illinois 60651	9/5/92 During towing	300.00
Pamela J. Vis 929 Park Avenue Thornton, Illinois 60476	7/25/92 During relocation	330.00 20.00*
David Allen Weinstein Apartment 14B 3150 North Sheridan Road Chicago, Illinois 60657	10/30/90 During towing	125.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Phyllis Gina Wiltz Unit 1 855 Clyde Avenue Cuyahoyz, Ohio 44221	6/18/92 During towing	$ 40.00 345.00*
Hai W. You 1377 Huntington Drive Mundelein, Illinois 60060	8/24/92 During towing	450.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Forestry: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Laura Neglia and Royal Insurance P.O. Box 6506 (80155) Suite 4000 7400 East Orchard Englewood, Colorado 80111	6/11/92 2939 West Fargo Avenue	$1,040.00 120.00*

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* To City of Chicago, Bureau of Parking

Damage To Property.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
James L. Stutz c/o The Stutz Company 4450 West Carroll Avenue Chicago, Illinois 60624	6/17/93 4450 West Carroll Avenue	$900.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Sanitation: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Eleanor Sophia Niemiec Apartment 11B 170 West Oak Street Chicago, Illinois 60610	10/31/91 1900 North Ashland Avenue	$125.00*
Robert R. Moilanen Apartment 5D 1327 West Washington Boulevard Chicago, Illinois 60607	9/23/92 400 North Ogden Avenue	100.00*

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Mary Cottrell 6645 South Oakley Avenue Chicago, Illinois 60636	9/25/92 3505 South Damen Avenue	$ 108.29
Rose M. Diaz 5305 North Kimball Avenue Chicago, Illinois 60625	11/16/92 5234 North Bernard Street	150.00
Bennett Kulwin 6513 North Troy Street Chicago, Illinois 60645	8/31/92 North Lincoln Avenue and North Kedzie Avenue	75.10
Sandra Lynn 8743 South Cornell Avenue Chicago, Illinois 60617	7/11/92 East 95th Street and South Constance Avenue	70.00 75.00*
Timothy Olichwier and Coronet Insurance Group Cl. 924708 3500 West Peterson Avenue Chicago, Illinois 60659	11/28/91 North Ashland Avenue and West Harrison Street	960.00
Bessie B. Palmer 2423 West 64th Street Chicago, Illinois 60629	7/14/92 2316 West 59th Street	145.00
Mildred Sunga Quinto 4038 North Sawyer Avenue Chicago, Illinois 60618	7/27/92 4324 West Addison Street	350.00
Janice E. Ruf 12955 South Exchange Avenue Chicago, Illinois 60633	9/8/92 13459 South Torrence Avenue	116.00

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* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Musa Salem 5742 North Elston Avenue Chicago, Illinois 60646	9/30/92 5433 North Forest Glen Avenue	$ 55.45
Steve Jay Silvers Apartment 601 70 West Burton Place Chicago, Illinois 60610	9/22/92 North Ogden Avenue and West Kinzie Street	375.00
Steven Spaid 5326 West Cuyler Avenue Chicago, Illinois 60641	8/2/92 3500 West Addison Street	175.00

Damage To Vehicle.

Department Of Streets And Sanitation/Bureau Of Street Traffic: Account Number 300-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Leslie Peter DeGroot 910 West Webster Avenue Chicago, Illinois 60614	7/21/92 Police auto pound	$ 64.00 250.00*
Ewa Filipiak 9710 Bianco Terrace Des Plaines, Illinois 60616	2/14/92 Police auto pound	367.00
Thomas A. Mountain 2 Pidgeon Hill Court Rockport, Massachusetts 01966	8/17/92 Police auto pound	500.00

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* To City of Chicago, Bureau of Parking

; 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
Jack E. Follis Unit 5 7834 South South Shore Drive Chicago, Illinois 60649	7/30/91 to 9/24/91 7830 South South Shore Drive	$400.00
John S. Swift Co., Inc. 17 North Loomis Street Chicago, Illinois 60607	3/6/92 to 5/7/92 17 North Loomis Street	400.00
Linda McCoy 2722 North Magnolia Avenue Chicago, Illinois 60614	6/2/92 to 7/9/92 2722 North Magnolia Avenue	355.00
Katie Stone 1246 South Tripp Avenue Chicago, Illinois 60623	3/25/92 to 5/30/92 1246 South Tripp Avenue	400.00
Keith Winberg and T. Finley 1447 North Washtenaw Avenue Chicago, Illinois 60622	6/9/92 to 7/18/92 1447 North Wastenaw Avenue	400.00
Clara Smith 1003 North Lamon Avenue Chicago, Illinois 60651	10/5/92 to 11/27/92 1001 -- 1007 North Lamon Avenue	400.00

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant, on account of underground leaks and to charge same to Account No. 200.87.2015.0952.0952:

Name And Address	Date And Location	Amount
Citation Box & Paper Co. 4700 West Augusta Boulevard Chicago, Illinois 60651	3/14/92 to 4/13/92 4700 -- 4720 West Augusta Boulevard	$400.00
Mattie Lewis 5806 West Division Street Chicago, Illinois 60651	8/7/91 to 2/13/92 5800 -- 5808 West Division Street	400.00
Leff Jordan 1706 North Larrabee Street Chicago, Illinois 60614	3/29/90 to 5/31/90 1701 West Augusta Boulevard	400.00
Lottie Lisiewicz 2100 North Leavitt Street Chicago, Illinois 60647	12/27/91 to 5/20/92 2100 North Leavitt Street	325.00
C. G. Diaz 4551 South Justine Street Chicago, Illinois 60609	1/19/90 to 3/20/90 1457 West 47th Street	400.00
Mildred Kelsey 3415 South Prairie Avenue Chicago, Illinois 60616	10/20/92 to 11/27/92 3415 South Prairie Avenue	144.70

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is 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 No. 100-99-2005-0939-0939:

[List of claimants printed on pages 45851 through 45852 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

(Continued on page 45853)

MEETING DATE 3/02/94

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******** SPONSOR ********	
ADDISON MANOR CONDOMINIUM ASSN	21	ANNUAL	92	1,575.00	WILLIAM JP BANKS	36
ARGYLE APT. BLDG. COOPERATIVE	24	ANNUAL	92	1,800.00	MARY ANN SMITH	48
ATELIER CONDO.,ASSN.	10	ANNUAL	92	750.00	HELEN SHILLER	46
BEACON PLACE CONDO ASSOC.	6	ANNUAL	92	450.00	HELEN SHILLER	46
BITTERSWEET PARK CONDOMINIUM	6	ANNUAL	92	450.00	HELEN SHILLER	46
BYRON GREYSTONE CONDO. ASSN.	12	ANNUAL	92	900.00	HELEN SHILLER	46
CAMELOT CONDOMINIUM ASSN.	6	ANNUAL	92	450.00	HELEN SHILLER	46
CATALPA WINTHROP BUILDING	50	ANNUAL	92	3,750.00	MARY ANN SMITH	48
CLARENDON COURT CONDO ASSC.	18	ANNUAL	92	1,350.00	BURTON F. NATARUS	42
CORLAKE CONDOMINIUM ASSN.	6	ANNUAL	92	450.00	BERNARD J. HANSEN	44
FOSTER CONDO ASSOCIATION	30	ANNUAL	92	2,250.00	BRIAN G. DOHERTY	41
FOSTER TERRACE CONDOMINIUM	11	ANNUAL	92	825.00	PATRICK J. LEVAR	45
GILL PARK COOPERATIVE	260	ANNUAL	92	13,277.44	HELEN SHILLER	46
GRACEWOOD CONDOMINIUM ASSN.	6	ANNUAL	92	450.00	BERNARD J. HANSEN	44
GRANVILLE TERRACE MUTUAL TRUST	116	ANNUAL	92	6,414.93	BERNARD L. STONE	50
HARLEM MANOR CONDO	8	ANNUAL	92	600.00	WILLIAM JP BANKS	36
HEATHER TERRACE CONDO. ASSN.	22	ANNUAL	92	1,650.00	THOMAS ALLEN	38
KERRY COURTS CONDOMINIUM ASSN.	9	ANNUAL	92	600.00	HELEN SHILLER	46
KEYSTONE COURTS CONDO. ASSN.#1	15	ANNUAL	92	756.00	PATRICK J. LEVAR	45
KEYSTONE GARDENS CONDOMINIUM	24	ANNUAL	92	1,800.00	PATRICK J. LEVAR	45
KEYSTONE TERRACE CONDO. ASSN.	11	ANNUAL	92	726.00	PATRICK J. LEVAR	45
KING'S COURT CONDO. ASSN.	26	ANNUAL	92	1,891.80	BERNARD J. HANSEN	44
LAKE PARK PLAZA CONDO ASSOC.	448	ANNUAL	92	33,324.00	HELEN SHILLER	46
LAKESIDE MANOR CONDO ASSN	8	ANNUAL	92	600.00	HELEN SHILLER	46
LUNT COURT CONDOMINIUM ASSN.	42	ANNUAL	92	3,150.00	JOE MOORE	49
MANGO CONDOMINIUMS	7	ANNUAL	92	525.00	PATRICK J. LEVAR	45
MILWAUKEE COURTS CONDO ASSN.	18	ANNUAL	92	1,350.00	PATRICK J. LEVAR	45
NORTH FREMONT CONDO. ASSN.	6	ANNUAL	92	450.00	HELEN SHILLER	46
NORWOOD MANOR CONDO. ASSN.	26	ANNUAL	92	1,950.00	BRIAN G. DOHERTY	41
OAKFIELD WEST CONDO ASSN.	224	ANNUAL	92	11,919.00	WILLIAM JP BANKS	36
PARK LAWRENCE CONDO. ASSOC.	14	ANNUAL	92	1,032.00	PATRICK J. LEVAR	45
PARKLAND CONDO ASSOCIATION	18	SEMI-ANNUAL	92	654.00	JOE MOORE	49
PARKSIDE ON CLARENDON	15	ANNUAL	92	1,200.00	HELEN SHILLER	46
PAULINA CONDOMINIUM ASSOC.	14	ANNUAL	92	984.00	EUGENE C. SCHULTER	47
PINE GROVE PLACE INC.	12	ANNUAL	92	975.00	HELEN SHILLER	46
PUEBLO COMMONS CONDO. ASSN.	208	ANNUAL	92	9,540.00	BRIAN G. DOHERTY	41
SHEFFIELD MANOR CONDOMINIUM	6	ANNUAL	92	450.00	BERNARD J. HANSEN	44
SHERIDAN LAKE-SIDE CONDO.	58	ANNUAL	92	3,033.00	JOE MOORE	49
THE SHEFFIELD BUILDING ASSN.	6	ANNUAL	92	450.00	BERNARD J. HANSEN	44
THE STATESMAN CONDOMINIUM ASSN	90	ANNUAL	92	5,940.00	JOE MOORE	49
THORNDALE CONDO. ASSN.	6	ANNUAL	92	450.00	MARY ANN SMITH	48
TOWNHOMES OF DIVERSEY HARBOR	10	ANNUAL	91	750.00	BERNARD J. HANSEN	44
WILLOW GLEN CONDO ASSOC.	39	ANNUAL	92	2,484.00	MARY ANN SMITH	48
WINCHESTER-HOOD CO-OP EXT.B	72	ANNUAL	92	3,602.00	BERNARD L. STONE	50
WINDSOR COURT CONDOMINIUM NO.1	18	ANNUAL	92	1,350.00	PATRICK J. LEVAR	45

MEETING DATE 3/02/94

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE		AMOUNT OF REBATE	******** SPONSOR **********	
WINDSOR COURTS CONDO #2	18	ANNUAL	92	1,350.00	PATRICK J. LEVAR	45
WINSTON COURT CONDOMINIUM	23	ANNUAL	92	1,725.00	TONI . PRECKWINKLE	04
1633 W. THOME CONDO. ASSN.	20	ANNUAL	92	1,332.00	BERNARD L. STONE	50
2151 NORTH HARLEM BUILDING	12	ANNUAL	92	900.00	WILLIAM JP BANKS	36
345 WEST FULLERTON PARKWAY	217	SEMI-ANNUAL	92	8,012.98	CHARLES BERNARDINI	43
3631 PINE GROVE CONDO. ASSN.	6	ANNUAL	92	450.00	BURTON F. NATARUS	42
3750 LAKE SHORE DRIVE INC.	132	ANNUAL	92	5,964.00	HELEN SHILLER	46
3825 CONDOMINIUM ASSOCIATION	94	ANNUAL	92	5,842.80	HELEN SHILLER	46
3825-27 N. KENMORE CONDOMINIUM	6	ANNUAL	92	450.00	HELEN SHILLER	46
3938 NORTH KEELER CONDOMINIUM	9	ANNUAL	92	675.00	CAROLE BIALCZAK	30
4200 N. MARINE DRIVE CONDO.	64	ANNUAL	92	2,851.20	HELEN SHILLER	46
425 429 BRIAR PLACE CONDO	8	ANNUAL	92	600.00	BERNARD J. HANSEN	44
4300 MARINE DRIVE CONDOMINIUM	90	ANNUAL	92	4,512.00	HELEN SHILLER	46
4635-37 N. PAULINA CONDO.	6	ANNUAL	92	450.00	EUGENE C. SCHULTER	47
4839-41 N. CENTRAL CONDO.ASSN.	12	ANNUAL	92	900.00	PATRICK J. LEVAR	45
5040-60 MARINE DRIVE CONDO.	203	ANNUAL	92	9,540.00	MARY ANN SMITH	48
5235 WEST LELAND CONDOMINIUM	5	ANNUAL	92	375.00	PATRICK J. LEVAR	45
5312-14 WINDSOR CONDO ASSOC.	9	ANNUAL	92	675.00	PATRICK J. LEVAR	45
6040 N. TROY CONDOMINIUM	42	ANNUAL	92	1,937.59	PATRICK J O'CONNOR	40
700_708 BITTERSWEET CONDO.ASSN	124	ANNUAL	92	7,020.00	HELEN SHILLER	46
708-10 W.BUENA AVE. CONDO	9	ANNUAL	92	675.00	HELEN SHILLER	46
823-825 GUNNISON CONDO ASSOC.	6	ANNUAL	92	450.00	MARY ANN SMITH	48
914 WAVELAND CONDO. ASSOC.	15	ANNUAL	92	1,125.00	HELEN SHILLER	46
939-41 W. WINONA CONDO ASSN.	6	ANNUAL	92	450.00	MARY ANN SMITH	48
999 LAKE SHORE DRIVE CORP	26	SEMI-ANNUAL	92	975.00	BURTON F. NATARUS	42

(Continued from page 45850)

CHICAGO, March 2, 1994.

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 rebate sewer claims, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is 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 No. 314-99-2005-9148-0938:

[List of claimants printed on pages 45854 through 45862 of this Journal.]

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
ABARBANEL, GERTRUDE	14-08-203-001-0000	48 SMITH	50.00
ABLIN, SYLVIA	14-05-403-019-1061	48 SMITH	50.00
ABRAMCHIK, MICHAEL	10-36-117-015-1011	50 STONE	50.00
ADLER, LENA	14-08-203-001-0000	48 SMITH	50.00
ALEXANDER, JEAN K.	14-08-203-015-1063	48 SMITH	50.00
ALEXANDER, MENDA	10-36-118-005-1122	50 STONE	50.00
ALICOATE, NELLY A.	14-08-203-001-0000	48 SMITH	50.00
ALLEN, ERNEST	14-05-211-022-1037	48 SMITH	50.00
ANDER, ROSE	10-36-117-015-1067	50 STONE	50.00
ANGEL, JOSEPH	14-05-403-021-1016	48 SMITH	50.00
APPA, THERESE	12-14-112-025-1151	36 BANKS	50.00
ARADO, IRENE H.	13-24-402-024-0000	47 SCHULTER	50.00
ASAKURA, MEMI	14-05-215-017-1241	48 SMITH	50.00
ASTRIN, NETTIE	10-36-118-005-1167	50 STONE	50.00
BADINER, WILLIAM	14-05-211-016-1070	48 SMITH	50.00
BAIM, BLANCHE AND FLORENCE	14-05-211-021-1091	48 SMITH	50.00
BAKER, WAYNE	13-24-402-024-0000	47 SCHULTER	50.00
BANKS, LEONA	14-05-407-017-1184	48 SMITH	50.00
BARBER, MARY	13-31-115-024-1023	38 ALLEN	50.00
BASNIK, ELEANORE J.	13-24-402-024-0000	47 SCHULTER	50.00
BECKER, MOLLY	13-24-402-024-0000	47 SCHULTER	50.00
BEEBUN, MOLLIE	14-05-407-017-1181	48 SMITH	50.00
BEKOWSKY, SYLVIA	10-36-118-005-1195	50 STONE	50.00
BELLINO, FILOMENA	12-14-101-053-1007	36 BANKS	50.00
BENDER, ANNA M	10-36-209-033-0000	50 STONE	50.00
BENDERSKY, SYLVIA	14-08-203-015-1275	48 SMITH	50.00
BENNETT, HELEN T.	14-08-203-016-1272	48 SMITH	50.00
BERMAN, ROSE A.	14-05-211-016-1064	48 SMITH	50.00
BETENSLEY, BERTHA	10-36-100-011-1067	50 STONE	50.00
BEZ, JAN	12-14-112-025-1065	36 BANKS	50.00
BILHORN, ROBERT	14-08-203-001-0000	48 SMITH	50.00
BLACKWELL, CONSTANCE	25-10-419-017-0000	08 DIXON	50.00
BLAZ, IRENE S.	14-08-203-016-1307	48 SMITH	50.00
BLITSTIEN, AL	10-36-118-005-1155	50 STONE	50.00
BLOCK, MILDRED J.	14-08-203-016-1126	48 SMITH	50.00
BLOOM, ROBERT	14-05-211-016-1046	48 SMITH	50.00
BLOUNT, CASCILLE K.	14-08-407-022-1068	48 SMITH	50.00
BLUM, HOWARD S.	14-05-215-015-1318	48 SMITH	50.00
BLUMENTHAL, MARY E.	12-14-112-025-1051	36 BANKS	50.00
BOLDUC, CLARA	13-24-402-024-0000	47 SCHULTER	50.00
BOWDEN, HELEN	12-24-100-111-1006	36 BANKS	50.00
BOYLE, JAMES V.	14-05-215-015-1343	48 SMITH	50.00
BREZIS, THOMAS D.	12-14-112-025-1177	36 BANKS	50.00
BROMAN, ELEANORE	13-24-402-024-0000	47 SCHULTER	50.00
BRUNER, VIRGINIA C.	12-24-100-111-1007	36 BANKS	50.00
BRZOSTEK, MARIE	13-24-402-024-0000	47 SCHULTER	50.00
BRZOSTKO, JEAN E.	12-24-100-111-1020	36 BANKS	50.00
BUCKMAN, MORRIS	10-36-100-015-1034	50 STONE	50.00
BUNDY, AMANDA K.	14-05-211-022-1027	48 SMITH	50.00
BURG, ESTHER	13-02-220-050-8002	50 STONE	50.00
BURGEMAN, JACK	14-08-203-015-1425	48 SMITH	50.00

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
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NAME	PIN NUMBER	ALDERMAN	AMOUNT
BUTCHER, HENRIETTA	25-18-206-033-0000	19 RUGAI	50.00
CAHN.MAX T.	14-08-408-029-0000	48 SMITH	50.00
CALL, FORREST T.	14-08-203-015-1060	48 SMITH	50.00
CALVOPINA, OSWALDO A.	14-05-215-017-1025	48 SMITH	50.00
CANEL, LEONARD A.	14-05-211-021-1082	48 SMITH	50.00
CANOFF, SHIRLEY	10-36-120-003-1142	50 STONE	50.00
CASSON, AUDREY	14-08-203-015-1139	48 SMITH	50.00
CERNOK, LILLIAN M.	17-03-200-063-1003	42 NATARUS	50.00
CHISS, DORIS	10-36-118-005-1095	50 STONE	50.00
CHIVINI, MARY M.	12-14-112-025-1131	36 BANKS	50.00
CHUDNOW, IRENE	11-31-114-023-1008	50 STONE	50.00
COEN, MILTON	14-05-403-021-1121	48 SMITH	50.00
COHAN, ROSE	14-05-406-022-1035	48 SMITH	50.00
COHEN, MARVIN M.	14-08-203-017-1244	48 SMITH	50.00
COHEN, PEARL J.	10-36-100-011-1039	50 STONE	50.00
COHN, ILSE	14-05-211-024-1014	48 SMITH	50.00
COLBY, RUTH M.	20-23-410-032-0000	05 BLOOM	50.00
COLEMAN, SHIRLEY	14-05-407-015-1027	48 SMITH	50.00
COLLINS, SHIRLEY J.	10-36-100-011-1184	50 STONE	50.00
COLMAN, MILTON	10-36-120-003-1064	50 STONE	50.00
CONDON, VIRGINIA	14-05-211-024-1214	48 SMITH	50.00
CONNER, FRONNIE M.	25-11-300-018-0000	08 DIXON	50.00
CONWAY, ROSEMARY	25-18-206-033-0000	19 RUGAI	50.00
CORNICK, MORRIS	14-05-407-015-1067	48 SMITH	50.00
CORONATO, HELEN	12-24-100-111-1023	36 BANKS	50.00
CRAIG RAYMOND E.	14-08-203-001-0000	48 SMITH	50.00
CUPURO, CATHERINE	13-24-402-024-0000	47 SCHULTER	50.00
CURTO, VICTOR	14-08-203-001-0000	48 SMITH	50.00
CUSTER, ELIZABETH T.	14-08-417-050-1031	48 SMITH	50.00
DACKS, CLARA	10-36-120-003-1109	50 STONE	50.00
DAICHES, IRVING	10-36-100-015-1115	50 STONE	50.00
DAVIS, KATHRYN S.	14-05-211-021-1059	48 SMITH	50.00
DEGOEY, BERNARD	12-14-112-025-1120	36 BANKS	50.00
DELMARTO, ANTHONY F.	12-14-112-025-1024	36 BANKS	50.00
DETLAFF, MARION E.	12-14-112-025-1049	36 BANKS	50.00
DEXTER, MAGDALEN	14-08-203-015-1035	48 SMITH	50.00
DIBBLE, ELIZABETH	14-05-215-017-1142	48 SMITH	50.00
DIENES, FLORENCE	13-24-402-024-0000	47 SCHULTER	50.00
DISILVIO, JOE	13-24-402-024-0000	47 SCHULTER	50.00
DORDEK, ETTA	14-05-211-021-1144	48 SMITH	50.00
DOROBIALA, STANLEY	13-17-107-194-1025	38 ALLEN	50.00
DORSEY, THERESA L.	13-24-402-024-0000	47 SCHULTER	50.00
DURAN, FRANK G.	14-05-215-017-1011	48 SMITH	50.00
EAGLE, FRIEDA	10-36-120-003-1176	50 STONE	50.00
EDELSTEIN, ALBERT	14-05-403-019-1059	48 SMITH	50.00
EDELSTEIN, ISADORE	10-36-118-005-1183	50 STONE	50.00
EISEMAN, ANNE	10-36-119-003-1166	50 STONE	50.00
EMERSON, NATHAN	10-36-119-003-1131	50 STONE	50.00
FAGAN, ABE	14-05-403-021-1119	48 SMITH	50.00
FARKAS, LENKE	14-05-403-021-1139	48 SMITH	50.00
FEFER, SEYMOUR	14-05-403-019-1097	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
FEINSTEIN, BERNICE	14-05-406-022-1016	48 SMITH	50.00
FERENCI, MAX	10-36-119-003-1139	50 STONE	50.00
FERENCZI, MICHAEL M.	14-05-215-015-1242	48 SMITH	50.00
FINE, MILTON	14-05-215-015-1163	48 SMITH	50.00
FIORETTI, FRANCES	10-36-120-003-1135	50 STONE	50.00
FISHER, ELMER	10-36-100-011-1234	50 STONE	50.00
FORDE, MARSHALL	14-05-215-015-1253	48 SMITH	50.00
FORSNER, VIRGINIA	14-08-203-016-1031	48 SMITH	50.00
FRANCESCHINI, ROSE	12-14-101-053-1018	36 BANKS	50.00
FRANKLIN, MAURICE	10-36-120-003-1105	50 STONE	50.00
FRENCH, ELRANOR	14-05-211-024-1097	48 SMITH	50.00
FRIEDBERG, MARVIN S.	14-05-407-015-1058	48 SMITH	50.00
FRIEDMAN, ELMER	14-05-211-021-1138	48 SMITH	50.00
FRIEDMAN, HYMEN	14-05-215-015-1013	48 SMITH	50.00
GALSKY, MOLLIE	10-36-400-040-0000	50 STONE	50.00
GAMSS, CLARA	10-36-400-040-0000	50 STONE	50.00
GARBER, HARRY	10-36-119-003-1066	50 STONE	50.00
GARFINKEL, GRACE	10-36-100-015-1180	50 STONE	50.00
GARVER, JULIET	10-36-118-005-1149	50 STONE	50.00
GEANAKOPLOS, BESSIE	14-05-407-015-1045	48 SMITH	50.00
GENUALDI, FRANK & ANN	14-08-408-029-0000	48 SMITH	50.00
GEORGES, SARI	14-05-211-024-1263	48 SMITH	50.00
GINSBURG, ANNE	10-36-120-003-1059	50 STONE	50.00
GLASS, CHARLOTTE M.	13-24-402-024-0000	47 SCHULTER	50.00
GOLAN, BERTHA	10-36-100-015-1024	50 STONE	50.00
GOLD, SAMUEL	14-05-407-017-1030	48 SMITH	50.00
GOLD, SHIRLEY	10-36-120-003-1062	50 STONE	50.00
GOLDBERG, BESSIE	10-36-100-011-1020	50 STONE	50.00
GOLDBERG, DONALD	10-36-100-011-1053	50 STONE	50.00
GOLDBERG, LUCILLE	10-36-120-003-1073	50 STONE	50.00
GOLDBERG, RUTH L.	10-36-118-005-1128	50 STONE	50.00
GOLDBERG, SYLVIA	10-36-118-005-1201	50 STONE	50.00
GOLDBERGER, JULIUS	14-06-110-087-1018	50 STONE	50.00
GOLDMAN, LEAH	10-36-120-003-1097	50 STONE	50.00
GOLDSTEIN, IDA	10-36-120-003-1083	50 STONE	50.00
GOLDSTONE, HOWARD M.	14-05-215-015-1305	48 SMITH	50.00
GOLSEN, DOROTHY	14-08-413-040-1038	48 SMITH	50.00
GOLUB, SYLVIA L.	10-36-118-005-1157	50 STONE	50.00
GOODMAN, LILLIAN	10-36-205-006-0000	50 STONE	50.00
GORDON, EDWARD	20-23-419-025-0000	05 BLOOM	50.00
GORDON, GILBERT	14-08-203-001-0000	48 SMITH	50.00
GORDON, HERBERT	17-10-400-012-1809	01 MAZOLA	50.00
GORDON, PEARL	14-08-203-015-1102	48 SMITH	50.00
GREEN, KERMIT M.	10-36-119-003-1155	50 STONE	50.00
GREENBERG, MARVIN	14-08-203-015-1117	48 SMITH	50.00
GREENE, BETTY REIZMAN	10-36-100-015-1029	50 STONE	50.00
GREENE, MAXINE R.	14-05-407-016-1062	48 SMITH	50.00
GRONER, LILLIAN	10-36-120-003-1199	50 STONE	50.00
GROTZ, GENEVIEVE M.	10-36-206-025-0000	50 STONE	50.00
GURKO, FAY	10-36-100-011-1237	50 STONE	50.00
GUZZARDO, CATHERINE	13-24-402-024-0000	47 SCHULTER	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
GYARFAS, IRENE	14-05-215-017-1451	48 SMITH	50.00
HAAS, PAULA	14-05-407-017-1394	48 SMITH	50.00
HAGGARTY, MARIAN	14-08-203-001-0000	48 SMITH	50.00
HAMER, BERTHA	10-36-201-018-0000	50 STONE	50.00
HAMILTON, GEORGE R.	14-08-407-022-1095	48 SMITH	50.00
HAMMACK, MARGARETT	14-08-203-001-0000	48 SMITH	50.00
HARDY, NELL	13-24-402-024-0000	47 SCHULTER	50.00
HARRINGTON, VICTORIA M.	12-24-100-111-1044	36 BANKS	50.00
HARTLEY, JOHN	14-08-408-029-0000	48 SMITH	50.00
HAYNES, EDITH L.	11-11-111-111-1111	47 SCHULTER	50.00
HIRSCH, ELLEN	14-05-407-015-1004	48 SMITH	50.00
HOBAN, IRENE	13-24-402-024-0000	47 SCHULTER	50.00
HOFFMAN, WILLIAM S.	14-05-211-022-1072	48 SMITH	50.00
HOFMANN, WALTER R.	14-05-215-017-1351	48 SMITH	50.00
HOMER, ANTHONY W.	14-05-211-016-1016	48 SMITH	50.00
HOLLAND, WILLIAM S.	10-36-400-040-0000	50 STONE	50.00
HOLSTEIN, WILLIAM	14-05-403-021-1166	48 SMITH	50.00
HOLTZMAN, JACK	14-05-407-017-1437	48 SMITH	50.00
HOPPE, EVELYN	13-24-402-024-0000	47 SCHULTER	50.00
HORWICH, PAULINE	14-08-203-016-1273	48 SMITH	50.00
HUTCHINS, DOROTHY M.	14-05-407-017-1412	48 SMITH	50.00
IM, WON S.	14-08-203-017-1215	48 SMITH	50.00
INGRAM, BETTY	14-08-203-001-0000	48 SMITH	50.00
ISAACS, FLORENCE S.	14-08-203-017-1149	48 SMITH	50.00
ISAACSON, MOLLIE	14-05-403-019-1117	48 SMITH	50.00
JACOBSON, EVE	10-36-120-003-1197	50 STONE	50.00
JEWETT, JULIA T.	12-24-100-111-1032	36 BANKS	50.00
JOHNSON, MARION O.	14-08-413-040-1020	48 SMITH	50.00
JOSEPH, BETTY	10-36-100-015-1111	50 STONE	50.00
JOSEPHSON, STANLEY	11-31-114-022-1009	50 STONE	50.00
KAHN, BEN	14-08-407-022-1083	48 SMITH	50.00
KAMMERLING, MURIEL	10-36-118-005-1190	50 STONE	50.00
KANIA, PHILIP J.	11-32-200-034-1001	49 MOORE	50.00
KAPLAN, FRANCES	10-36-118-005-1114	50 STONE	50.00
KAPLAN, MAX	13-02-220-040-0002	50 STONE	50.00
KATZ, MOLLY	10-36-100-011-1216	50 STONE	50.00
KELLEY, JOSEPHINE M.	13-17-107-202-1005	38 ALLEN	50.00
KENO, RALPH	10-36-100-015-1178	50 STONE	50.00
KERNIS, ESTHER	14-08-403-028-1147	48 SMITH	50.00
KERWIN, JAMES W. & JANET L.	14-08-203-001-0000	48 SMITH	50.00
KESTIN, ANNABELLE	14-05-215-015-1044	48 SMITH	50.00
KING, ANDREW	10-36-416-040-1011	50 STONE	50.00
KINNEY, PAUL A.	14-08-203-017-1100	48 SMITH	50.00
KIRCHICK, ALBERT J.	11-31-303-039-0000	50 STONE	50.00
KITE, BARBARA L.	10-36-118-005-1146	50 STONE	50.00
KOGUT, WANDA	11-30-307-097-0000	50 STONE	50.00
KORNDELJE, CLIFFORD C.	11-31-400-037-1032	50 STONE	50.00
KORZEN, BEATRICE	14-08-203-015-1201	48 SMITH	50.00
KOSKY, LOUIS & LEEG	14-05-406-022-1005	48 SMITH	50.00
KRAFF, CLARA R.	10-36-100-015-1085	50 STONE	50.00
KRAKOVER, EVA	13-24-402-024-0000	47 SCHULTER	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
KRAMEN, ANNA L.	14-08-203-015-1099	48 SMITH	50.00
KREPPS, ROBERT	14-05-403-022-1061	48 SMITH	50.00
KROCKEY, MIRIAM	10-36-100-015-1127	50 STONE	50.00
KUHR, LAWRENCE	14-21-110-020-1153	46 SHILLER	50.00
KURCZ, IRENE A.	13-18-410-035-1005	38 ALLEN	50.00
KUSHNER, RAE	14-05-215-017-1086	48 SMITH	50.00
LAKS, JACK J.	10-36-100-015-1080	50 STONE	50.00
LANDERS, ROBERT B.	14-05-407-015-1111	48 SMITH	50.00
LANDSMAN, FRANCES	14-08-203-016-1073	48 SMITH	50.00
LANGE, ADOLPH L.	12-24-100-111-1004	36 BANKS	50.00
LARSEN, ELEONORE M.	12-14-112-025-1031	36 BANKS	50.00
LATIMER, MARY	14-08-203-017-1186	48 SMITH	50.00
LAZARE, RUDY B.	10-36-119-003-1072	50 STONE	50.00
LAZARUS, DAVID	10-36-118-005-1125	50 STONE	50.00
LEAVITT, ANITA	14-05-407-015-1003	48 SMITH	50.00
LEBOWITZ, SAM & RAE	14-05-211-024-1176	48 SMITH	50.00
LEHN, FLORANCE	14-05-407-017-1277	48 SMITH	50.00
LEIGHTON, FREDERICK	20-23-409-011-0000	05 BLOOM	50.00
LEIPSINGER, SINA K.	11-30-322-038-1014	50 STONE	50.00
LERY, ROSE	14-08-203-015-1260	48 SMITH	50.00
LEVENTHAL, BEATRICE H.	10-36-100-015-1005	50 STONE	50.00
LEVIN, JOSEPH J.	10-36-118-005-1071	50 STONE	50.00
LIEBERMAN, LAWRENCE	10-36-118-005-1188	50 STONE	50.00
LIGUARI, JOHN & NANCY	13-24-402-024-0000	47 SCHULTER	50.00
LINDBERG, VIRGINIA	14-05-407-017-1249	48 SMITH	50.00
LIPMAN, MAURICE	10-36-317-039-1003	50 STONE	50.00
LIPPERT, RUBY R.	14-08-203-017-1072	48 SMITH	50.00
LIPSKI, ISADORE	10-36-117-015-1040	50 STONE	50.00
LIPSKY, ALFRED P.	14-05-211-021-1006	48 SMITH	50.00
LOEBEL, IRVING	14-05-403-022-1035	48 SMITH	50.00
LORTHRIDGE, MARY H.	25-10-419-017-0000	08 DIXON	50.00
LOWRY, CHARLES	20-23-411-011-0000	05 BLOOM	50.00
LUKOFF, LAURA	13-24-402-024-0000	47 SCHULTER	50.00
LUNA, ANGEL & JUANNA	13-24-402-024-0000	47 SCHULTER	50.00
LYCH, SIDNEY	14-05-211-024-1098	48 SMITH	50.00
LYONS, TILLIE	10-36-100-015-1081	50 STONE	50.00
MALUS, SHIRLEY	12-14-101-053-1011	36 BANKS	50.00
MALVIN, JACK	14-05-215-015-1136	48 SMITH	50.00
MANZIE, CAROLINE	12-14-112-025-1043	36 BANKS	50.00
MARANTZ, IRENE	14-05-407-017-1143	48 SMITH	50.00
MARCOVITZ, SADIE	14-05-406-022-1067	48 SMITH	50.00
MARCUS, JULIUS	14-05-211-016-1077	48 SMITH	50.00
MARGOLIS, IDA	10-36-100-015-1086	50 STONE	50.00
MARS, MALINE A.	14-08-203-016-1116	48 SMITH	50.00
MARTEN, ANN	14-08-203-001-0000	48 SMITH	50.00
MASLOW PANNI J.	14-08-408-029-0000	48 SMITH	50.00
MATIN, RUBIN	10-36-119-003-1036	50 STONE	50.00
MC CARTHY, VIRGINIA	14-08-203-001-0000	48 SMITH	50.00
MCWHORTER, CARL	14-05-406-022-1014	48 SMITH	50.00
MEDOW, BESSIE	10-36-120-003-1212	50 STONE	50.00
MEHLER, MARGARET E.	14-08-203-015-1084	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
MELBER, LISELOTTE	14-08-203-016-1283	48 SMITH	50.00
MEYERS, ISABELLE	10-36-120-003-1180	50 STONE	50.00
MILELLO, BETTY H.	12-14-112-025-1033	36 BANKS	50.00
MILLER, IRMA M.	14-08-203-001-0000	48 SMITH	50.00
MILLER, MILDRED	10-36-100-015-1064	50 STONE	50.00
MILLER, SYLVIA	10-36-117-015-1016	50 STONE	50.00
MILLER, WILLIAM	14-05-211-021-1021	48 SMITH	50.00
MILLS, ALAN P.	14-05-215-015-1321	48 SMITH	50.00
MILLS, JOHN A.	25-11-300-017-0000	08 DIXON	50.00
MONFORD, CLEVELYNNE	25-11-300-030-0000	08 DIXON	50.00
MOORE, DOROTHY	13-24-402-024-0000	47 SCHULTER	50.00
MOSS, AL	10-36-118-005-1073	50 STONE	50.00
MOSS, MIRIAM	14-08-203-017-1422	48 SMITH	50.00
MUSKAL, JOSEPH	14-05-403-019-1096	48 SMITH	50.00
NABEDRICH, MAE	10-36-100-015-1061	50 STONE	50.00
NAKAZAWA, T.G.	14-05-211-021-1066	48 SMITH	50.00
NASH, DORIS A.	14-08-203-016-1051	48 SMITH	50.00
NATHAN, DANIEL	10-36-311-041-1001	50 STONE	50.00
NATKIN TILLIE	14-08-408-029-0000	48 SMITH	50.00
NAUMES, WILLIAM M.	12-24-100-111-1036	36 BANKS	50.00
NEUHAUSER, DORIS	11-31-400-051-1062	50 STONE	50.00
NORRIS, LILLIAN	10-36-100-011-1126	50 STONE	50.00
NUETZEL, MARJORIE E.	14-05-215-017-1106	48 SMITH	50.00
NYCZ, EUGENIA G.	12-14-112-025-1107	36 BANKS	50.00
O'DONOGHUE, CATHLEEN E.	14-05-215-015-1111	48 SMITH	50.00
O'MEARA, JUNE F.	12-14-112-025-1034	36 BANKS	50.00
OSBERG, HAROLD	14-06-110-087-1011	50 STONE	50.00
PADNOS, IRVIN & ANITA	14-08-203-015-1155	48 SMITH	50.00
PALUMBO, ROSE T.	12-14-112-025-1063	36 BANKS	50.00
PASOLD, LUCILLE C.	12-14-112-025-1159	36 BANKS	50.00
PASSIN, RUTH	14-05-407-017-1152	48 SMITH	50.00
PASTORINO, MARIE A.	12-24-100-111-1040	36 BANKS	50.00
PEREZ, EURICO	14-05-215-015-1022	48 SMITH	50.00
PERLMAN, ALBERT	10-36-119-003-1101	50 STONE	50.00
PERRY, FLORENCE E.	14-05-407-016-1170	48 SMITH	50.00
PETRIE, DOROTHY B.	25-18-206-044-0000	19 RUGAI	50.00
PETTINEO, RITA & SAM	11-31-124-021-1005	50 STONE	50.00
PHILLIPS, BERTHA S.	12-24-100-111-1031	36 BANKS	50.00
PICK, AL	14-05-407-016-1033	48 SMITH	50.00
PIERCE, KEITH	14-05-407-017-1300	48 SMITH	50.00
PIMPERL, STEVEN	14-05-211-021-1038	48 SMITH	50.00
PLENN, BEATRICE	14-05-211-024-1019	48 SMITH	50.00
PODOLSKY, ANNA	13-02-220-049-8002	50 STONE	50.00
POLLACK, MARY	14-05-215-015-1016	48 SMITH	50.00
POLLS, JOSEPH	11-30-307-212-1025	50 STONE	50.00
POPESCU, SOFIA	13-24-402-024-0000	47 SCHULTER	50.00
PYLE, EVELYN N.	25-18-206-044-0000	19 RUGAI	50.00
RANDELL, GOLDIE	13-01-115-031-1002	50 STONE	50.00
RECKLES, MAURICE	10-36-120-003-1045	50 STONE	50.00
REED, ODOLIA E.	13-24-402-024-0000	47 SCHULTER	50.00
REITZMAN, ETHEL	10-36-210-040-0000	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
REXINIS, THEANO T.	10-36-100-011-1038	50 STONE	50.00
RICH, IRWIN	14-05-211-016-1095	48 SMITH	50.00
RICHARDS, SABINA M.	14-05-403-019-1025	48 SMITH	50.00
RIMLAND, ANNE	14-05-211-024-1015	48 SMITH	50.00
ROGOFF, ANN	10-36-120-003-1022	50 STONE	50.00
ROSENBERG, MARILYN	14-05-403-021-1098	48 SMITH	50.00
ROTH, BERNICE	10-36-100-011-1177	50 STONE	50.00
ROZIER, HARRIETT	14-05-407-017-1217	48 SMITH	50.00
RUBIN, FLORA	14-08-203-016-1118	48 SMITH	50.00
RUBINOW, SOLOMON	10-36-117-015-1014	50 STONE	50.00
RUBINSTEIN, GEORGE A.	14-05-211-021-1089	48 SMITH	50.00
RUBY, IRWIN & BERNICE	14-05-407-017-1013	48 SMITH	50.00
RUHNKE, EDWARD J.	10-36-119-003-1088	50 STONE	50.00
SACKS, BENJAMIN, J.	10-36-100-011-1114	50 STONE	50.00
SADOWSKY, MAURICE	14-08-408-029-0000	48 SMITH	50.00
SAMUELS, JEAN	25-11-300-017-0000	08 DIXON	50.00
SANDERS, JOSEPH H.	10-36-119-003-1060	50 STONE	50.00
SATIN, HAZEL ETTA	14-08-408-029-0000	48 SMITH	50.00
SCHAALMAN, HERMAN E.	14-05-211-016-1060	48 SMITH	50.00
SCHIFF, ALVIN	10-36-100-011-1041	50 STONE	50.00
SCHLAGGAR, TILLIE	10-36-118-005-1196	50 STONE	50.00
SCHLICHTER, ESTELLA D.	11-32-200-034-1014	49 MOORE	50.00
SCHMIDT, MARIAN V.	14-05-211-021-1050	48 SMITH	50.00
SCHNEIDER, GERTRUDE	10-36-100-015-1006	50 STONE	50.00
SCHNITMANN, MAX	10-36-320-049-0000	50 STONE	50.00
SCHRIAR, SEYMOUR	14-05-211-021-1113	48 SMITH	50.00
SCHULTZ, CLAIRE F.	10-36-117-015-1004	50 STONE	50.00
SCHWARTZ, FRYMA	10-36-100-011-1024	50 STONE	50.00
SCHWARTZ, SYLVE E.	14-08-203-016-1170	48 SMITH	50.00
SEGAL, EVELYN	14-05-407-017-1225	48 SMITH	50.00
SEGUIN, EDWARD	25-19-300-044-1012	19 RUGAI	50.00
SENESCU, LOUIS	14-05-211-016-1084	48 SMITH	50.00
SERLIN, ROBERT	14-05-407-015-1068	48 SMITH	50.00
SEROTA, MARVIN	10-36-120-003-1175	50 STONE	50.00
SHAPIRO SAMUELS, LENA	10-36-119-003-1009	50 STONE	50.00
SHAPIRO, GERALD	10-36-118-005-1048	50 STONE	50.00
SHARRARD, CHARLES	14-05-407-015-1012	48 SMITH	50.00
SHERIDAN, EILEEN C.	14-08-203-001-0000	48 SMITH	50.00
SHERMAN, JOSEPH	14-05-211-016-1018	48 SMITH	50.00
SHERMAN, SUZANNE M.	10-36-118-005-1202	50 STONE	50.00
SHOGER, SHIRLEY	10-36-118-005-1094	50 STONE	50.00
SHORTINO, AGNES M.	14-05-211-021-1114	48 SMITH	50.00
SIFFERT, RAYMOND	14-05-215-017-1429	48 SMITH	50.00
SILVERMAN, MORRIS	11-31-303-025-0000	50 STONE	50.00
SILVERSTEIN, EVELYN	10-36-100-011-1221	50 STONE	50.00
SINGER, ROSEMOND	14-05-211-016-1053	48 SMITH	50.00
SIOTA, ALICIA	14-05-407-016-1024	48 SMITH	50.00
SKOLNICK, RUTH	10-36-120-003-1094	50 STONE	50.00
SKOLNIK, SONIA	10-36-118-005-1165	50 STONE	50.00
SLOBODA, EDWARD F.	12-24-100-111-1016	36 BANKS	50.00
SLORAN, EVELYNE	10-36-120-003-1150	50 STONE	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
SLUTZKY, IRVING	10-36-100-011-1156	50 STONE	50.00
SLUTZKY, MARY	14-05-211-024-1153	48 SMITH	50.00
SMITH, ETHEL	14-05-215-017-1098	48 SMITH	50.00
SMOLINSKY, SEYMOUR	10-36-120-003-1188	50 STONE	50.00
SOLOMON, ALICE	14-05-211-024-1254	48 SMITH	50.00
SOLOVEY, OLGA	12-14-112-025-1134	36 BANKS	50.00
SPAK, BERNARD R.	10-36-100-011-1250	50 STONE	50.00
SPINER, RUTH	10-36-100-011-1056	50 STONE	50.00
ST. JOHN, MARY	13-24-402-024-0000	47 SCHULTER	50.00
STEIN, ALICE	14-05-211-022-1039	48 SMITH	50.00
STENSON, VIRGILIN	14-08-203-015-1126	48 SMITH	50.00
STERN, HENNY	14-05-403-021-1021	48 SMITH	50.00
STETSON, EVERETT C.	14-08-203-001-0000	48 SMITH	50.00
STIEFEL, MORRIS	10-36-118-005-1241	50 STONE	50.00
STOLL, ELSIE	14-08-203-001-0000	48 SMITH	50.00
STOLLER LILLIAN A.	14-08-408-029-0000	48 SMITH	50.00
STORMONT, BEVERLY B.	14-08-203-017-1143	48 SMITH	50.00
STRAUS, BONNIE	10-36-119-003-1046	50 STONE	50.00
STROPE, LILLIAN	12-14-112-025-1175	36 BANKS	50.00
SUGAR, ROSALIE	10-36-100-011-1007	50 STONE	50.00
SWIRSKY, ABEL D.	14-05-211-016-1035	48 SMITH	50.00
SWITZER, ELAINE A.	14-05-403-019-1079	48 SMITH	50.00
SZYGOWSKI, JULIUS	14-08-203-001-0000	48 SMITH	50.00
TAAFFE, JOHN H.	14-08-203-001-0000	48 SMITH	50.00
TANAKA, YOSHI	14-05-403-019-1010	48 SMITH	50.00
TARJAN CONSTANCE R.	14-08-203-001-0000	48 SMITH	50.00
TIMLIN VALERIE	14-08-203-001-0000	48 SMITH	50.00
TIONGSON, PERFECTO I.	13-24-402-024-0000	47 SCHULTER	50.00
TOKOWITZ, WILLIAM	10-36-120-003-1154	50 STONE	50.00
TRABISH, BELLE	14-05-407-016-1156	48 SMITH	50.00
TUCHON, JACK	14-08-203-015-1130	48 SMITH	50.00
TUZZIO, SAMUEL S.	12-14-112-025-1081	36 BANKS	50.00
VALDES, ARTURO	13-24-402-024-0000	47 SCHULTER	50.00
VANDEMARK, JEAN S.	14-08-203-001-0000	48 SMITH	50.00
VARGAS, GLORIA G.	14-08-203-017-1372	48 SMITH	50.00
VAZQUEZ, ROSA	13-24-402-024-0000	47 SCHULTER	50.00
VICKER, GOLDIE S.	10-36-118-005-1017	50 STONE	50.00
VIEIRA, ELIZABETH	14-05-407-015-1087	48 SMITH	50.00
VOGT, ELSIE	12-14-112-025-1026	36 BANKS	50.00
WALKER, JOHN H.	20-23-410-027-0000	05 BLOOM	50.00
WALLACK, NATHAN	14-05-211-016-1015	48 SMITH	50.00
WALSH, CLARENCE	13-24-402-024-0000	47 SCHULTER	50.00
WALSH, VIVIAN L.	13-24-402-024-0000	47 SCHULTER	50.00
WASHINGTON, FRED L.	25-11-300-017-0000	08 DIXON	50.00
WATERS, DON	10-36-100-015-1073	50 STONE	50.00
WEIN, EDWARD	10-36-205-003-0000	50 STONE	50.00
WEINBERG, DOROTHY	10-36-120-003-1209	50 STONE	50.00
WEINER, CHARLES	10-36-400-040-0000	50 STONE	50.00
WEINSTEIN, PHILIP	10-36-120-003-1010	50 STONE	50.00
WEINTRAUB, BESSIE	14-05-211-021-1102	48 SMITH	50.00
WEISMAN, MARIE C.	14-05-407-017-1029	48 SMITH	50.00

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NAME	PIN NUMBER	ALDERMAN	AMOUNT
WEISS, HYMAN R.	14-05-215-015-1260	48 SMITH	50.00
WENGER, ANNETTE M.	14-05-407-017-1464	48 SMITH	50.00
WEST, MILDRED	14-08-203-015-1043	48 SMITH	50.00
WEXLER, DORA	14-05-211-021-1064	48 SMITH	50.00
WHELAN, KENNETH	14-08-203-017-1003	48 SMITH	50.00
WILLOUGHBY, WILLIAM D.	14-08-203-001-0000	48 SMITH	50.00
WILSON, BIRDIE J.	14-08-203-016-1132	48 SMITH	50.00
WINCZD, MARION JAN	19-08-427-011-1004	13 MADRZYK	50.00
WOLK, HOWARD	14-05-215-015-1198	48 SMITH	50.00
WOLKOFF, TOBY R.	10-36-100-011-1083	50 STONE	50.00
WRIGHT, IDA M.	10-36-118-005-1247	50 STONE	50.00
ZANOTTI, MARTHA K.	12-14-112-025-1088	36 BANKS	50.00
ZAZULA, LOUISE	12-14-112-025-1113	41 DOHERTY	50.00
ZINBLER, HARRY	11-31-303-024-0000	50 STONE	50.00
ZIMMERMAN HERBERT M.	14-08-203-017-1594	48 SMITH	50.00
ZUKOWSKI, JOSEPHINE	13-24-402-024-0000	47 SCHULTER	50.00
		* TOTAL AMOUNT	21,200.00

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on September 16, 1992 and on subsequent dates, sundry claims as follows:

A & M Express, Inc.

Bartucci, Carmine

Bennett, Derrick W.

Bohm, Michelle and Allstate Insurance Company

Bolden, Will and Allstate Insurance Company

Brown, James

Cosentino, Susan and Illinois Farmers Insurance Company

Creighton, John G.

Daugherty, Chetzi Michelle

Edwards, Elaine Patricia

Ferraro, Louise

Fuentes, Francisco

Goldstein, Karen Paula

Gonzales, Jorge O.

Gosrisirikul, Chuchai and Prudential Insurance Company

Hall, Kennett and Ronetta

Herron-Wilson, Eleanor M.

Jones, J. R.

Langdon, Pamela

Koutsky, Kenneth and Locke, Wielslawa

Madkins, Lawrence

McKinney, Wardell

McMillan, Michael

Michigan Mutual Insurance Company

Momin, Mohammed A.

Morgan, Jane H. and Citizens Insurance Company of America

Okoniewski, Thomas J.

The Peoples Gas Light and Coke Company (4)

Ramirez, Steven Paul and Allstate Insurance Company

Richardson, Alphonso and Standard Mutual Insurance Company

Saint Alphonsus Church

Stefan, Robert and Allstate Insurance Company

Swartz-Walker, Heather

Tapia, Jesus and American Ambassador Casualty Company

Thomas, Claudine

Underwood, Reba

Waclaw, Marian

Zanas, Lawrence and State Farm Insurance Company

86th ARCOM United States Army Reserve,

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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers 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, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) applications for City of Chicago charitable solicitation (tag day) permits:

A. American Legion -- Department of Illinois Poppy Day
May 26 and 27, 1994 -- citywide; and

B. Morgan Park High School
March 25 and 26, 1994 -- south side
April 8 and 9, 1994 -- south side,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed 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.*

Action Deferred -- AMENDMENT OF TITLE 4, CHAPTER 280, SECTION 420 OF MUNICIPAL CODE OF CHICAGO BY AUTHORIZING CABLE ADMINISTRATOR TO PROVIDE FOR CONSIDERATION OF PUBLIC INPUT REGARDING RATE PROCEEDINGS, ADOPT AND ADMINISTER RATE REGULATIONS AND ENSURE ENFORCEMENT OF FEDERAL LAW RELATED THERETO.

The Committee on Finance submitted the following report which was, on motion of Aldermen Burke, Buchanan, Miller and Schulter, *Deferred* and ordered published:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapter 4-280 of the Municipal Code of the City of Chicago concerning cable regulations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

The following is said ordinance transmitted with the foregoing committee report:

WHEREAS, The Cable Television Consumer Protection and Competition Act of 1992 ("Cable Act of 1992") provides that the rates for the provision of basic cable service shall be subject to enforcement by local franchising authorities in accordance with regulations prescribed by the Federal Communications Commission ("F.C.C."); and

WHEREAS, The F.C.C. has adopted regulations to implement the rate regulation provisions of the Cable Act of 1992; and

WHEREAS, The F.C.C. regulations require that franchising authorities adopt procedural regulations allowing for public participation in rate enforcement proceedings; and

WHEREAS, The Cable Administrator should adopt appropriate regulations, consistent with the requirements set forth in federal law, to allow public participation in cable rate enforcement and to ensure that the rate regulation scheme established by federal law is fairly and effectively applied; now, therefore,

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

SECTION 1. Section 4-280-420 of the Municipal Code of Chicago is hereby amended by adding the language in italics, as follows:

* * * * *

B. The duties of the cable administrator shall be as directed by the mayor, including, but not limited to:

* * * * *

4. (a) Adopting regulations and taking other necessary actions to provide a reasonable opportunity for consideration of the views of interested parties in rate proceedings; (b) adopting and administering regulations with respect to the enforcement of rates that are consistent with the regulations prescribed by the Federal Communications Commission; and (c) taking all other necessary steps, consistent with federal law, to ensure that cable rate regulations set forth in federal law are effectively implemented and enforced.

SECTION 2. This ordinance shall become effective immediately upon its passage.

Action Deferred -- AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO WASTEWATER TRANSMISSION REVENUE BONDS, SERIES 1994.

The Committee on Finance submitted the following report which was, on motion of Alderman Shaw and Alderman Jones, *Deferred* and ordered published:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Wastewater Transmission Revenue Bonds, Series 1994, in the amount of $90,000,000, 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.

The following is said ordinance transmitted with the foregoing committee report:

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

Article I.

Definitions And Findings.

SECTION 1.1 Definitions. As used in this Ordinance, the following terms shall have the following meanings, unless the context clearly indicates a different meaning:

"Bond Debt Service Requirement" means, for any Fiscal Year, the principal of and interest on Bonds required to be paid in that Fiscal Year. With respect to any Bonds for which any interest is payable by appreciation in principal amount, the Bond Debt Service Requirement for a Fiscal Year includes all appreciated principal payable in that Fiscal Year but does not include the increase in principal that occurs in that Fiscal Year but is not payable in that Fiscal Year. Any Bonds required to be redeemed pursuant to a mandatory sinking fund redemption shall be treated for these purposes as being due on the date they are required to be redeemed and not on their stated maturity dates.

"Bond Debt Service Reserve Account" means the separate account of that name in the Sewer Revenue Fund described in Section 4.4 of this Ordinance.

"Bond Debt Service Reserve Account Credit Instrument" means a non-cancellable insurance policy, a non-cancellable surety bond or an

irrevocable letter of credit that may be delivered to the City in lieu of or in partial substitution for cash or securities required to be on deposit in 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 that, at the time of issuance of the insurance policy or surety bond, has been assigned a credit rating that 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 that 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 for which the the Bond Debt Service Reserve Account may be used or for deposit in that Account and shall be irrevocable during its term.

"Bond Debt Service Reserve Account Credit Instrument Coverage" means, with respect to any Bond Debt Service Reserve Account Credit Instrument on any date of determination, the amount available to pay principal of and interest on the Bonds under that Bond Debt Service Reserve Account Credit Instrument.

"Bond Debt Service Reserve Requirement" means, as of any date of computation, an amount equal to the sum of (i) with respect to the Series 1994 Bonds, an amount equal to the lesser of (a) the highest future Bond Debt Service Requirement of all Series 1994 Bonds in any Fiscal Year including the Fiscal Year in which the date of computation falls; (b) 10 percent of the original principal amount of the Series 1994 Bonds (less any original issue discount); or (c) 125 percent of average annual Bond Debt Service Requirement on the Series 1994 Bonds; and, (ii) with respect to any series of Parity Bonds, such amounts as shall be established by the ordinance authorizing that series of Parity Bonds, not to exceed the lesser of (a) 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; (b) 10 percent of the original principal amount of that series of Parity Bonds (less any original issue discount); or (c) 125 percent 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.

"Bond Principal and Interest Account" means the separate account of that name in the Sewer Revenue Fund described in Section 4.4 of this Ordinance.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the City and the Initial Purchasers authorized by Section 2.12(b) of this Ordinance.

"Bond Registrar" means the bond registrar and paying agent for the Series 1994 Bonds that shall be selected by the Comptroller pursuant to Article II of this Ordinance, or any successor to it in those capacities appointed by the Comptroller and any co-Bond Registrar separately appointed by the Comptroller.

"Bonds" means the Series 1994 Bonds, the Series 1993 Bonds and all Parity Bonds.

"City" means the City of Chicago, Illinois.

"City Council" means the City Council of the City.

"Clerk" means the City Clerk of the City.

"Compound Accreted Value" means, with respect to any Bond, any interest on which is payable by appreciation in its principal amount, as of any date of calculation, its original principal amount plus the appreciation in its principal amount to that date.

"Comptroller" means the City Comptroller of the City.

"Construction Accounts" means the Construction Account: Series 1994 Bonds and the various accounts established for construction purposes by the ordinances authorizing the Series 1990 Bonds, the Senior Lien Bonds or any Parity Bonds and any account established to pay Costs of Issuance of Bonds.

"Construction Accounts: Series 1994 Bonds" means the separate account of that name in the Sewer Revenue Fund described in Section 3.3 of this Ordinance.

"Costs of Issuance" means, with respect to any series of Bonds, all fees and costs incurred by the City relating to the issuance of the series of Bonds, including, without limitation, printing costs, authenticating agent's initial fees and charges, bond registrar's fees and charges, paying agent's fees and charges, trustee's fees and charges, financial advisory fees, engineering fees, legal fees, accounting fees, the costs related to any agreements or other arrangements entered into pursuant to Section 2.13 of this Ordinance; the cost of any premiums for municipal bond insurance to insure the series of Bonds, the cost of providing any Bond Debt Service Reserve Account Credit Instrument or other credit facilities with respect to the series of Bonds, and the cost of any related services with respect to the series of Bonds.

"Depository" means any bank, trust company, national banking association, savings bank or other banking association, having capital stock, surplus and undivided earnings of $20,000,000 or more, selected by

the Comptroller as a depository of moneys and securities held in the Construction Account: Series 1994 Bonds, the Bond Principal and Interest Account, the Bond Debt Service Reserve Account and the Rebate Account under the provisions of this Ordinance.

"Determination Certificate" means the certificate of the Comptroller filed with the Office of the Clerk addressed to the City Council, as provided in Section 2.12(e) of this Ordinance.

"Fiscal Year" means the period beginning January 1 and ending December 31 of any year.

"Government Obligations" means securities that are obligations described in clauses (a) and (b) of the definition of Permitted Investments in this Section 1.1.

"Gross Revenues" means all income and receipts from any source that under generally accepted accounting principles are properly recognized as being derived from the operation of the Sewer System, including without limitation (a) charges imposed for sewer service and usage, (b) charges imposed for inspections and permits for connection to the Sewer System, (c) grants (excluding grants received for capital projects), and (d) Investment Earnings.

"Independent Consulting Engineer" means any engineer or firm of engineers of national reputation selected by the City and generally recognized to be well qualified in engineering matters relating to municipal sewer systems.

"Initial Purchasers" means the underwriters or the representatives of an underwriting syndicate to whom the City will sell the Series 1994 Bonds and with whom the City will enter into the Bond Purchase Agreement, including The Chicago Corporation as senior manager and such other co-managers as the Comptroller shall select.

"Investment Earnings" means interest plus net profits and less net losses derived from investments made with any portion of the Gross Revenues or any money in the Accounts in the Sewer Revenue Fund (other than the Rebate Fund) specified in Sections 4.3 and 4.4 of this Ordinance. Investment Earnings do not include interest or earnings on investments of any Construction Accounts.

"Mayor" means the Mayor of the City.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if dissolved or liquidated or no longer performing the functions of a securities rating agency for municipal bonds, "Moody's" shall mean any nationally recognized securities rating organization other than S. & P. designated by the City by notice to the Bond Registrar.

"Municipal Code" means the Municipal Code of the City, as amended.

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

"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 Sewer Rate Stabilization Account as provided in Section 4.4 of this Ordinance (other than amounts transferred to that Account from amounts received upon the issuance of any Parity Bonds) and plus the amounts withdrawn during that period from that Account.

"Operation and Maintenance Costs" means all expenses reasonably incurred by the City in connection with the operation, maintenance, renewal, replacement and repair of the Sewer System, that under generally accepted accounting principles are properly chargeable to the Sewer System and not capitalized, including, without limitation, salaries, wages, taxes, contracts for services, costs of materials and supplies, purchase of power, fuel, insurance, reasonable repairs and extensions necessary to render efficient service, the costs related to any agreements or other arrangements entered into pursuant to Section 2.13 of this Ordinance, trustee's fees, paying agents' fees, and all incidental expenses, but excluding any provision for depreciation or for interest on Senior Lien Bonds, Bonds or other obligations for borrowed money payable from Net Revenues or Net Revenues Available for Bonds.

"Ordinance" means this Ordinance as it may be modified or amended from time to time pursuant to Article VIII of this Ordinance.

"Outstanding" means, with reference in this Ordinance to any series of Bonds or Senior Lien Bonds, all of such obligations that are outstanding and unpaid, provided that such term shall not include obligations:

(a) that have been paid or redeemed in full both as to principal, redemption premium, if any, and interest; or

(b) that have matured or that have been duly called for redemption and for the payment of which moneys are on deposit with designated paying agents or trustees for such Bonds or Senior Lien Bonds, or are otherwise properly available, sufficient to pay the principal of, redemption premium, if any, and interest on such Bonds or Senior Lien Bonds; or

(c) for which the City has provided for payment by depositing in an irrevocable trust or escrow, cash or Governmental Obligations, in each

case the maturing principal of and interest on which will be sufficient to pay at maturity, or if called for redemption on the applicable redemption date, the principal of, redemption premium, if any, and interest on such Bonds or Senior Lien Bonds; or

(d) that are owned by the City.

"Parity Bonds" means obligations that may be issued after the issuance and delivery of the Series 1994 Bonds in accordance with Article VI of this Ordinance and that are payable from Net Revenues Available for Bonds on an equal and ratable basis with all other Outstanding Bonds.

"Permitted Investments" means any of the following:

(a) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America;

(b) trust receipts or other certificates of ownership evidencing an ownership interest in the principal of or interest on, or both principal of and interest on, obligations described in clause (a) of this definition, which obligations are held in trust by a bank described in clause (d) of this definition, provided that such bank holds such obligations separate and segregated from all other funds and accounts of the City and of such bank and that a perfected first security interest under the Illinois Uniform Commercial Code, or under book-entry procedures prescribed at 31 C.F.R. 306.0 et seq. or 31 C.F.R. 350.0 et seq. (or other similar book-entry procedures similarly prescribed by federal law or regulations adopted after the date of adoption of this Ordinance), has been created in such obligations for the benefit of the applicable account in the Sewer Revenue Fund or, to the extent permitted, in any irrevocable trust or escrow established to make provision for the payment and discharge of the indebtedness on any Bonds;

(c) obligations of the Federal National Mortgage Association or of any agency or instrumentality of the United States of America now existing or created after the issuance and delivery of the Series 1994 Bonds, including but not limited to the United States Postal Service, the Government National Mortgage Association and the Federal Financing Bank;

(d) negotiable or non-negotiable time deposits evidenced (i) by certificates of deposit issued by any bank, trust company, national banking association or savings and loan association that has capital of not less than $100,000,000 or (ii) by certificates of deposit that are continuously and fully insured by any agency of the United States of America;

(e) repurchase agreements with banks, described in clause (d) of this definition or with government bond dealers reporting to, trading with,

and recognized as primary dealers by a Federal Reserve Bank, provided (i) that the underlying securities are obligations described in clauses (a) or (c) of this definition and are required to be continuously maintained at a market value not less than the amount so invested, (ii) the City has received an opinion of counsel to the effect that a custodian for the City has possession of the underlying securities as collateral and has a perfected first security interest in the collateral, and (iii) the collateral is in the opinion of such counsel free and clear of claims by third parties;

(f) obligations of any state of the United States of America or any political subdivision of a state or any agency or instrumentality of a state or political subdivision that are, at the time of purchase, rated by Moody's and S. & P. respectively, in one of their two highest respective long term rating categories (if not rated by both such rating agencies then a rating by either shall be satisfactory);

(g) bonds, notes, debentures or other evidences of indebtedness issued or guaranteed by any corporation that are, at the time of purchase, rated by Moody's and S. & P., respectively, in their highest rating category (if not rated by both such rating agencies then a rating by either shall be satisfactory), for comparable types of debt obligations;

(h) repurchase agreements and investment agreements with any bank, trust company, national banking association (which may include the Bond Registrar or a Depository), insurance company or any other financial institution that at the date of the agreement has an outstanding, unsecured, uninsured and unguaranteed debt issue rated Aaa by Moody's and AAA by S. & P., or if such institution is not so rated that the agreement is secured by such securities as are described in clauses (a) through (d) above, inclusive, having a market value at all times (exclusive of accrued interest, other than accrued interest paid in connection with the purchase of such securities) at least equal to the principal amount invested pursuant to the agreement, provided that (i) a custodian for the City (which custodian is not the entity with which the City has the repurchase or investment agreement) has a perfected first security interest in the collateral and the City has received an opinion of counsel to that effect, (ii) the custodian or an agent of the custodian (which agent is not the entity with which the City has the repurchase or investment agreement) has possession of the collateral, and (iii) such obligations are in the opinion of such counsel free and clear of claims by third parties; and

(i) prime commercial paper of a corporation incorporated under the laws of any state of the United States of America, rated "MIG-1" by Moody's or "P-1" by S. & P.;

(j) certificates of deposit of national banks that are either fully collateralized at least 110 percent by marketable United States 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; and

(k) shares of a money market fund registered under the Federal Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933.

"Project Costs" means the costs of acquiring, constructing and equipping the Projects, including without limitation acquisition of necessary interest in property, engineering fees or costs of the City, restoration costs, legal fees or costs of the City and Costs of Issuance.

"Projects" means the program of improvements and extensions to the Sewer System consisting of constructing and acquiring flood relief sewers and replacement of existing sewers.

"Provider" means a company, banking institution or other financial institution that is the issuer of a Bond Debt Service Reserve Account Credit Instrument, or a reserve account credit instrument for Senior Lien Bonds.

"Rebate Account" or "Rebate Accounts" means the separate account or accounts with that title in the Sewer Revenue Fund referred to in Section 4.3 of this Ordinance for Senior Lien Bonds or Section 4.4 of this Ordinance for any series of Bonds.

"Registered Owner" means any person in whose name a Bond is registered in the registration books of the City maintained by the Bond Registrar.

"Reimbursement Agreement" means an agreement between the City and a Provider entered into with respect to a Bond Debt Service Reserve Account Credit Instrument or a reserve account credit instrument for Senior Lien Bonds and that pertains to the repayment of the Provider, with interest, if any, of amounts advanced pursuant to the Bond Debt Service Reserve Account Credit Instrument or Reserve Account Credit Instrument.

"Senior Lien Accounts" means the existing Accounts in the Sewer Revenue Fund listed in Section 4.3 of this Ordinance.

"Senior Lien Bonds" means the Series 1992 Bonds that are Outstanding from time to time following the issuance of the Series 1994 Bonds and the refunding of any of the Series 1992 Bonds.

"Series 1994 Bonds" means the Wastewater Transmission Revenue Bonds, Series 1994, of the City Authorized pursuant to this Ordinance.

"Series 1993 Bonds" means the Wastewater Transmission Revenue Bonds, Series 1993, of the City authorized by and issued pursuant to the Series 1993 Bond Ordinance.

"Series 1992 Bonds" means the Wastewater Transmission Revenue Bonds, Series 1992, of the City authorized by and issued pursuant to the Series 1992 Bond Ordinance and that are Outstanding immediately prior to the issuance of the Series 1994 Bonds.

"Series 1990 Bonds" means the Wastewater Transmission Revenue Bonds, Series 1990, of the City authorized by and issued pursuant to the Series 1990 Bond Ordinance.

"Series 1993 Bond Ordinance" means the ordinance passed by the City Council on February 10, 1993, as amended by the City Council on March 8, 1993, authorizing the issuance of the Series 1993 Bonds.

"Series 1992 Bond Ordinance" means the ordinance passed by the City Council on October 14, 1992, authorizing the issuance of the Series 1992 Bonds.

"Series 1990 Bond Ordinance" means the ordinance passed by the City Council on November 28, 1990, authorizing the issuance of the Series 1990 Bonds.

"Sewer Rate Stabilization Account" means the separate account of that name established in the Sewer Revenue Fund as provided in Section 4.4 of this Ordinance.

"Sewer Revenue Fund" means the separate fund designated the "Sewer Revenue Fund of the City of Chicago" previously established by the City pursuant to the Municipal Code and described in Sections 4.2 and 4.3 of this Ordinance.

"Sewer System" means all property, real, personal or otherwise, owned or to be owned by the City or under the control of the City and used for sewer and wastewater transmissions and any and all further extensions, improvements and additions to the Sewer System.

"S. & P." means Standard & Poor's Ratings Group, a division of McGraw-Hill, Inc., its successors and assigns, and if dissolved or liquidated or no longer performing the functions of a securities rating agency for municipal bonds, "S. & P." shall mean any nationally recognized securities rating organization other than Moody's designated by the City by notice to the Bond Registrar.

As used in this Ordinance, with respect to any Bond on which any interest is payable by appreciation in its principal amount, the term "principal" refers as of any date, to a Bond's Compound Accreted Value.

SECTION 1.2 Findings. It is found and declared as follows:

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

(b) The City has constructed and is maintaining and operating the Sewer System to meet the needs of the City's inhabitants and other users of the Sewer System. The Sewer System is operated under the supervision and control of the Department of Sewers of the City.

(c) The City has issued (i) the Outstanding Series 1992 Bonds with a claim for payment solely from the Net Revenues of the Sewer System and (ii) the Outstanding Series 1993 Bonds with a claim for payment solely from the Net Revenues Available for Bonds of the Sewer System. It is in the best interests of the City to provide for the refunding prior to maturity of all or a portion of the Outstanding Series 1992 Bonds, as determined by the Comptroller as authorized under Article II of this Ordinance.

(d) The estimated amount of the Project Costs is in excess of $65,000,000. The estimated useful life of the Projects is longer than the final maturity of the Series 1994 Bonds. It is advisable and in the best interests of the City that the City undertake and complete the Projects.

(e) The City does not have available funds in the Sewer Revenue Fund sufficient to pay all Project Costs and to refund the Outstanding Series 1992 Bonds.

(f) The Series 1993 Bonds will be issued on a basis subordinate to the Senior Lien Bonds. In accordance with the covenants of the City in the Series 1993 Bond Ordinance, concurrent with the issuance, sale and delivery of the Series 1994 Bonds, all the conditions and requirements specified in Article VI of the Series 1993 Bond Ordinance shall have been fully satisfied and complied with, and based upon such satisfaction and compliance, the Series 1994 Bonds shall have a claim for payment from Net Revenues Available for Bonds on an equal and ratable basis with all other Outstanding Bonds. Among the conditions and requirements that shall have been fully satisfied and complied with is the requirement that (i) Net Revenues Available for Bonds for the preceding Fiscal Year (as shown by the audit of the Sewer System by an independent certified public accountant for the Fiscal Year ended December 31, 1993), or (ii)(A) Net

Revenues Available for Bonds for the second preceding Fiscal Year prior to the issuance of the Series 1994 Bonds (as shown by the audit of the Sewer System by an independent certified public accountant for the Fiscal Year ended December 31, 1992), and (B) Net Revenues Available for Bonds for the Fiscal Year ended December 31, 1993 (as estimated by the Comptroller and either estimated by an Independent Consulting Engineer or 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), equal at least 115 percent of the maximum Bond Debt Service Requirement for any Fiscal Year for Bonds that will be Outstanding following the Issuance of the proposed Series 1994 Bonds.

(g) It is advisable and necessary and in the best interests of the City (i) to borrow a sum not to exceed $90,000,000 plus the amount of original issue discount as provided by the Comptroller as authorized under Article II of this Ordinance (or such lesser amount as if provided by Sections 2.11 and 2.12(a) of this Ordinance) (a) to provide funds needed to pay Project Costs, including Costs of Issuance, (b) to provide funds to refund all or a portion of the Outstanding Series 1992 Bonds, (c) to provide funds necessary for deposit into the Bond Debt Service Reserve Requirement for the Series 1994 Bonds or to purchase a Bond Debt Service Reserve Account Credit Instrument to satisfy the Bond Debt Service Reserve Requirement for the Series 1994 Bonds, and (d) to finance the amount of any discount of the Series 1994 Bonds as provided by the Comptroller as authorized under Article II of this Ordinance and (ii) in evidence of its obligation to repay that borrowing, to issue the Series 1994 Bonds in the principal amount of up to $90,000,000, plus any original issue discount.

(h) The borrowing authorized by this Ordinance and the issuance of the Series 1994 Bonds are for a proper public purpose and are in the public interest. The City has the power to borrow for the purpose set forth in this Ordinance and to issue the Series 1994 Bonds.

(i) This Ordinance is adopted pursuant to the City's constitutional home rule powers. In order for the City to be able to take advantage of market circumstances, it is urgent that this Ordinance take effect immediately upon its adoption and publication in special pamphlet form.

Article II.

The Series 1994 Bonds.

SECTION 2.1 Authorization. The City shall borrow money for the purposes specified in Section 2.2 of this Ordinance and in evidence of its obligation to repay the borrowing shall issue the Series 1994 Bonds in an aggregate principal amount not to exceed $90,000,000, plus the amount of

original issue discount as provided by the Comptroller as authorized under Article II of this Ordinance (or shall borrow and issue such lesser amount as is provided by Sections 2.11 and 2.12(a) of this Ordinance). The Series 1994 Bonds shall be designated "Waterwaste Transmission Revenue Bonds Series 1994" or such other designation as shall be set forth in the Determination Certificate. The Series 1994 Bonds shall be limited obligations of the City having a claim for payment of principal, redemption premium and interest solely from the Net Revenues Available for Bonds and from the Construction Accounts and the Accounts established as provided in Section 4.4 of this Ordinance, all on an equal and ratable basis with any other Bonds that may be Outstanding from time to time. The Series 1994 Bonds shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation as to indebtedness. Each Series 1994 Bond shall contain a statement to that effect.

SECTION 2.2 Purposes. The borrowing and issuance of the Series 1994 Bonds authorized in Section 2.1 of this Ordinance shall be for the purposes of (a) providing funds to pay Project Costs, including Costs of Issuance, (b) providing funds to refund all or a portion of the Outstanding Series 1992 Bonds, (c) providing funds to deposit in the Bond Debt Service Reserve Account or to purchase a Bond Debt Service Reserve Account Credit Instrument as provided in Section 3.1 of this Ordinance, and (d) financing the amount of any discount on the Series 1994 Bonds as provided by the Comptroller as authorized under Article II of this Ordinance.

SECTION 2.3 Date, Denominations, Numbers. The Series 1994 Bonds shall be issued as fully registered bonds without coupons in denominations of $5,000 or any integral multiple of that amount. Each Series 1994 Bond shall bear a dated date as set forth in the Determination Certificate, and shall bear interest from the later of its dated date or the most recent interest payment date to which interest has been paid or duly provided for. Series 1994 Bonds shall be numbered as provided in the Determination Certificate.

SECTION 2.4 Maturity. The principal of the Series 1994 Bonds shall be payable (either at maturity or pursuant to mandatory sinking fund redemption), on January 1 of the years and in the amounts provided in the Determination Certificate, subject to the limitation that no Series 1994 Bond shall mature later than January 1, 2024. The Series 1994 Bonds shall be issued as serial bonds or as term bonds subject to mandatory sinking fund redemption, or in any combination of serial bonds and term bonds. The maturities for the Series 1994 Bonds shall be provided in the Determination Certificate, which shall be consistent with the terms of sale of the Series 1994 Bonds in the Bond Purchase Agreement.

SECTION 2.5 Redemption, Notice Of Redemption.

(a) Redemption Terms. The Series 1994 Bonds shall be subject to redemption, in whole or in part, at the option of the City, at a price equal to their principal amount, plus accrued interest to the date of redemption if not

an interest payment date, and, subject to the remaining provisions of this Section 2.5, upon such other terms as the Comptroller shall provide in the Determination Certificate, each and all of which the Comptroller is authorized and directed to determine and approve on behalf of and in the name of the City. The Series 1994 Bonds shall be subject to optional redemption at an initial redemption premium not greater than three percent of the principal amount of the Series 1994 Bonds to be so redeemed.

(b) Mandatory Sinking Fund Redemption. Any term Series 1994 Bonds subject to mandatory sinking fund redemption shall be selected for redemption by lot by the Bond Registrar, as provided below, and shall be so redeemed at a price equal to 100 percent of the principal amount of the Series 1994 Bonds to be redeemed plus accrued interest to the date fixed for redemption if not an interest payment date. In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the Series 1994 Bonds through the purchase of Series 1994 Bonds in the open market or by tender therefor. Series 1994 Bonds shall not be purchased in the open market from moneys in the Sewer Revenue Fund at a price in excess of the principal amount of the Series 1994 Bonds plus the redemption premium applicable to the redemption of such Series 1994 Bonds on the next date on which they may be optionally redeemed and accrued and unpaid interest on the principal of the purchased Series 1994 Bonds to the date of purchase. The amount of mandatory sinking fund redemption payments due for any Series 1994 Bonds shall be reduced upon the redemption of Series 1994 Bonds other than pursuant to mandatory sinking fund redemption (or by the purchase for cancellation of Bonds from moneys otherwise to be used for such redemption not pursuant to mandatory sinking fund redemption), on or prior to the due dates of specific mandatory sinking fund payments. The total credit against mandatory sinking fund payments shall equal the amount of Bonds so redeemed or purchased. An amount equal to the aggregate principal amount of the Outstanding Bonds that have been redeemed or purchased and cancelled shall be applied to reduce the sinking fund installments due, provided that such amount shall reduce the sinking fund installments in denominations of $5,000 and integral multiples thereof. The Comptroller shall in his or her sole discretion determine the amounts and due dates of the mandatory sinking fund payments against which the redemption or purchase shall be credited, and shall notify the Bond Registrar in writing of such determination.

(c) Partial Redemption of Bonds. In the event of a redemption of less than all the Series 1994 Bonds of a maturity, the Bond Registrar shall assign to each Outstanding Series 1994 Bond of a denomination greater than $5,000 a distinctive number for each $5,000 portion of such Bond so as to distinguish each such $5,000 portion from each other portion of such Series 1994 Bond. The Bond Registrar shall select by lot, in a manner the Bond Registrar determines to be fair, from the numbers assigned to the Series 1994 Bonds as many numbers as, at $5,000 for each number, shall equal the principal amount of Series 1994 Bonds to be redeemed. The Series 1994 Bonds to be redeemed shall be the Series 1994 Bonds to which were assigned the

numbers so selected, but only so much of the principal amount of each such Series 1994 Bond of a denomination greater than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.

(d) Notice of Redemption. Notice of redemption shall be given by first class mail, postage prepaid, not less than 30 nor more than 60 days prior to the date fixed for redemption to each Registered Owner of Series 1994 Bonds to be redeemed at such Registered Owner's address as shown in the registration books kept by the Bond Registrar and by such other additional method, if any, as the City shall deem appropriate. Notice of redemption shall specify the maturities of the Series 1994 Bonds to be redeemed, the date fixed for redemption and, if less than all of the Series 1994 Bonds of any maturity are to be redeemed, the numbers of such Series 1994 Bonds to be redeemed and, in the case of Series 1994 Bonds to be redeemed in part only, the respective portions of the principal amounts of such Series 1994 Bonds to be redeemed. Failure to give such notice by mail or a defect in the notice or the mailing as to any Series 1994 Bond will not affect the validity of any proceedings for redemption as to any other Series 1994 Bond as to which notice was given properly and the failure of any Registered Owner of a Series 1994 Bond to receive the notice shall not affect the validity of the redemption.

If less than the entire principal amount of a Series 1994 Bond shall be called for redemption, the City shall execute and the Bond Registrar shall authenticate and deliver, upon surrender of such Series 1994 Bond, without charge to the Registered Owner, one or more new Series 1994 Bonds of any authorized denomination, of like maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Series 1994 Bond so surrendered. If, on the date fixed for redemption, (a) moneys in an amount equal to the redemption price of the Series 1994 Bonds to be redeemed shall be held by the Bond Registrar and are available for such redemption and (b) notice of redemption shall have been given as described above, interest on the Series 1994 Bonds so redeemed shall cease from and after the date fixed for redemption.

SECTION 2.6 Interest. The Series 1994 Bonds shall bear interest from their date until principal is paid at a rate or rates per year determined by the Comptroller and provided in the Determination Certificate, which shall be in the judgment of the Comptroller the best interest rates for which the Series 1994 Bonds can be sold in the market and which, in the aggregate, result in a net interest cost (expressed as a percentage) not in excess of 10 percent per annum computed on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 1994 Bonds shall be payable semi-annually on January 1 and July 1 in each year, with the first interest payment date to be determined by the Comptroller and set forth in the Determination Certificate.

SECTION 2.7 Places And Medium Of Payment.

(a) Interest on each Series 1994 Bond shall be paid on each interest payment date to the person in whose name the Series 1994 Bond is registered in the registration books kept by the Bond Registrar at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such interest payment date. Interest shall be paid by check or draft mailed to such Registered Owner at such Registered Owner's address as it appears in the registration books or, at the request of Registered Owners of more than $1,000,000 total principal amount of Series 1994 Bonds, by wire transfer pursuant to their instructions to a financial institution located in the continental United States.

(b) Principal of and redemption premium, if any, on any Series 1994 Bond shall be paid only upon presentation and surrender of that Series 1994 Bond for cancellation at the principal corporate trust office of the Bond Registrar. The Bond Registrar is authorized to pay the principal of and the premium, if any, on the Series 1994 Bonds as provided in this paragraph.

(c) Payment of principal of, redemption premium, if any, and interest on the Series 1994 Bonds shall be made in lawful money of the United States of America.

SECTION 2.8 Transfers and Exchanges of Bonds. The City shall cause books for the registration and transfer of Series 1994 Bonds to be maintained at the principal corporate trust office of the Bond Registrar.

Any Series 1994 Bond may be transferred only upon surrender of such Series 1994 Bond to the Bond Registrar, upon which the City shall execute and the Bond Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 1994 Bonds of any authorized denomination, of like maturity and aggregate principal amount as the Series 1994 Bond surrendered.

At the option of the Registered Owner, any Series 1994 Bond may be exchanged for another Series 1994 Bond or Bonds of any authorized denomination, of like maturity and aggregate principal amount, upon surrender of the Series 1994 Bond to be exchanged to the Bond Registrar. Upon such surrender for exchange, the City shall execute and the Bond Registrar shall authenticate and deliver the Series 1994 Bonds that the Registered Owner making the exchange is entitled to receive.

Every Series 1994 Bond presented or surrendered for transfer or exchange shall (if so required by the Bond Registrar) be duly endorsed, or shall be accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by the Registered Owner of the Bond or such Registered Owner's duly authorized representative.

In all cases in which Series 1994 Bonds are to be transferred or exchanged, the Bond Registrar may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed and to reimburse it for any expenses incurred in connection with such transfer or exchange. The Bond Registrar shall not be required to transfer or exchange any Series 1994 Bond during a period beginning at the opening of business on the fifteenth day next preceding any date of selection of Series 1994 Bonds to be redeemed and ending at the close of business on the day on which notice of redemption is given or after notice selecting such Series 1994 Bond for redemption has been given.

The Series 1994 Bonds may be deposited with a fiscal agent in New York, New York, or such other agent as the Bond Registrar may designate, for transmission to the Bond Registrar for purposes of exchange or transfer.

The City and any agent of the City may deem and treat the person in whose name any Series 1994 Bond is registered as the absolute owner of such Series 1994 Bond for the purpose of receiving payment of or on account of the principal of, redemption premium, if any, and interest on such Series 1994 Bond, and for all other purposes. Neither the City nor any agent of the City shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 1994 Bond to the extent of the sum or sums paid.

SECTION 2.9 Lost, Stolen, Mutilated Or Destroyed Bonds. If any Series 1994 Bond becomes mutilated or is lost, stolen or destroyed, the City may execute and the Bond Registrar shall authenticate and deliver a new Series 1994 Bond of the same date of issue, maturity date, principal amount and interest rate per annum as the Series 1994 Bond mutilated, lost, stolen or destroyed, provided that (a) in the case of a mutilated Series 1994 Bond, the Series 1994 Bond is first surrendered to the City, (b) in the case of any lost, stolen or destroyed Series 1994 Bond, there is first furnished both evidence of loss, theft or destruction and an indemnity satisfactory to the City and the Bond Registrar, (c) all other reasonable requirements of the City are complied with, and (d) expenses in connection with the transaction are paid by the Registered Owner of such Series 1994 Bonds. Any new Series 1994 Bonds issued pursuant to this section in substitution for Series 1994 Bonds alleged to have been destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City whether or not the Series 1994 Bonds alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Series 1994 Bonds in any moneys or securities held by the City or the Bond Registrar for the benefit of such Registered Owners.

SECTION 2.10 Form, Execution Of Bonds.

(a) Each Series 1994 Bond and the Bond Registrar's Certificate of Authentication to be endorsed on such Series 1994 Bond shall be in substantially the form included as Exhibit A to this Ordinance, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance.

(b) Each Series 1994 Bond shall be executed by the manual or facsimile signatures of the Mayor and the Comptroller, shall be attested by the manual or facsimile signature of the Clerk, shall have the corporate seal of the City affixed, impressed or printed on such Series 1994 Bond and shall be authenticated by the manual signature of the Bond Registrar. If any officer of the City whose manual or facsimile signature appears on any Series 1994 Bond shall cease to be such officer before the delivery of such Series 1994 Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, as if such officer had remained in office until delivery.

(c) The Mayor, Comptroller and Clerk (if they have not already done so) are authorized to file with the Illinois Secretary of State their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended. The use of their facsimile signatures to execute the Series 1994 Bonds is authorized by this Ordinance, and their facsimile signatures are hereby adopted as their respective manual signatures, without further action on the part of such officers. Each Series 1994 Bond so executed shall be as effective as if manually executed.

(d) No Series 1994 Bond shall be valid for any purpose unless and until a certificate of authentication of the Series 1994 Bond substantially in the form set forth in the form of Series 1994 Bonds included as Exhibit A to this Ordinance shall have been duly executed by the Bond Registrar with respect to that Series 1994 Bond. The executed certificate of authentication upon any such Series 1994 Bond shall be conclusive evidence that such Series 1994 Bond has been authenticated and delivered under this Ordinance. The Bond Registrar's certificate of authentication on any Series 1994 Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Bond Registrar. It shall not be necessary that the same officer or signatory sign the certificate of authentication on each of the Series 1994 Bonds. The Bond Registrar is authorized and directed to cause Series 1994 Bonds executed by the City to be authenticated at the request of the City in accordance with the provisions of this Ordinance.

SECTION 2.11 Determination by Comptroller as to Projects and Refunding of Outstanding Series 1992 Bonds. Upon the determination by the Comptroller made at the time of sale of the Series 1994 Bonds and set forth in the Determination Certificate, the amount of money that the City shall borrow and in respect of which the City shall issue the Series 1994

Bonds may be reduced to an amount so that the amounts so borrowed and available to pay Project Costs do not exceed the amount that the Comptroller determines will be encumbered or used to pay Project Costs during the three-year period following the issuance and delivery of the Series 1994 Bonds (or such other period selected by the Comptroller an contained in a certificate signed by the Comptroller and delivered on the date of delivery of the Series 1994 Bonds) because moneys will be available from other sources to pay such Project Costs. Prior to the time of sale of the Series 1994 Bonds, the Comptroller shall determine whether or not to proceed with the refunding of all or a portion of the Outstanding Series 1992 Bonds, and such determination shall be set forth in the Determination Certificate. If the Comptroller for any reason determines not to proceed with the refunding of all or a portion of the Outstanding Series 1992 Bonds, the amount of money that the City shall borrow and in respect of which the City shall issue the Series 1994 Bonds shall be accordingly reduced.

SECTION 2.12 Sale Of Series 1994 Bonds.

(a) The Comptroller is authorized to execute on behalf of the City a contract for the sale by the City of the Series 1994 Bonds pursuant to a negotiated sale. The purchase price shall not be less than 98 percent of the original principal amount of the Series 1994 Bonds plus any accrued interest on the Series 1994 Bonds from their date to the date of their delivery and less any original issue discount on the Series 1994 Bonds, and on such terms as the Comptroller may deem to be in the best interests of the City as provided in this Ordinance. Such terms include, without limitation, the aggregate principal amount of the Series 1994 Bonds, the amount of any original issue discount, the maturities of the Series 1994 Bonds, the issuance of the Series 1994 Bonds as serial bonds, as term bonds subject to mandatory sinking fund redemption, or in any combination of serial bonds and term bonds, the numbering of the Series 1994 Bonds, the interest rate or rates for the Series 1994 Bonds, the redemption terms applicable to the Series 1994 Bonds, all as provided in and subject to the limitations expressed in this Article II. The Comptroller may in the Determination Certificate make such changes to the terms of the Series 1994 Bonds from those provided in this Ordinance as he or she shall determine but that shall result in the Series 1994 Bonds having substantially the terms and being in substantially the form provided by this Ordinance. The Comptroller also is authorized to select the Bond Registrar. The Comptroller is further authorized to take the actions and execute and deliver the documents and instruments specified in this Ordinance. The Series 1994 Bonds shall be then duly prepared and executed in the form and manner provided in this Ordinance and delivered to the Initial Purchasers in accordance with the terms of sale.

(b) The Comptroller is authorized to execute on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, a Bond Purchase Agreement for the sale by the City to the Initial Purchasers of the Series 1994 Bonds pursuant to a negotiated sale on such terms as the Comptroller may deem to be in the best interests of the City as provided in this Ordinance. The Bond Purchase Agreement shall be in substantially the form previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Series 1994 Bonds and such other revisions in text as the Comptroller shall determine are desirable or necessary in connection with the sale of the Series 1994 Bonds.

(c) The City shall cause there to be prepared and delivered to prospective purchasers of the Series 1994 Bonds a Preliminary Official Statement, as shall be approved by the Comptroller, that shall be in substantially the forms previously used for similar financings of the City with appropriate revisions to reflect the terms and provisions of the Series 1994 Bonds and to describe accurately the current condition of the Sewer System and the parties to the financing. Upon sale of the Series 1994 Bonds, the Comptroller is authorized to cause a final Official Statement to be prepared, executed and (i) delivered to the Initial Purchasers and (ii) filed with the Office of the Clerk directed to the City Council.

(d) Upon a finding by the Comptroller that the purchase of municipal bond insurance for the Series 1994 Bonds is likely to facilitate the marketing and sale of the Series 1994 Bonds and permit completion of such sale in a timely fashion, and that such insurance is available at an acceptable premium, the Comptroller is authorized to cause the City to purchase a policy of municipal bond insurance for the Series 1994 Bonds, payable from amounts received upon the sale of the Series 1994 Bonds or from available funds in the Sewer Revenue Fund, and to execute any related agreements with the provider of such municipal bond insurance. Such policy shall be provided by a bond insurance company or association approved by the Comptroller. In addition, upon a finding by the Comptroller that the purchase of a Bond Debt Service Reserve Account Credit Instrument is appropriate, and that such Bond Debt Service Reserve Account Credit Instrument is available at an acceptable cost, the Comptroller is authorized to cause the City to obtain a Bond Debt Service Reserve Account Credit Instrument to satisfy the Bond Debt Service Reserve Requirement for the Series 1994 Bonds, the cost of which shall be payable from amounts received upon the sale of the Series 1994 Bonds or from available funds in the Sewer Revenue Fund, and to execute a Reimbursement Agreement and any related agreements with the Provider of such Bond Debt Service Reserve Account Credit Instrument. The Comptroller may on behalf of the City make necessary covenants with respect to any municipal bond insurance or Bond Debt Service Reserve Account Credit Instrument consistent with this Ordinance.

(e) Subsequent to such sale, the Comptroller shall file in the Office of the Clerk directed to the City Council (i) a Determination Certificate setting forth the terms of sale of the Series 1994 Bonds, the interest rate or rates for the Series 1994 Bonds, the identity of the Bond Registrar, and setting forth the amount of any original issue discount, any arrangements made for municipal bond insurance or a Bond Debt Service Reserve Account Credit Instrument, and the determination made pursuant to Section 2.11 of this Ordinance with respect to the amount to be borrowed for Project Costs and the refunding of the Outstanding Series 1992 Bonds, (ii) an executed copy of the Bond Purchase Agreement, reflecting concurrence of the Chairman of the Committee on Finance of the City Council, in the determinations made by the Comptroller as to the terms of sale of the Series 1994 Bonds, and (iii) the final Official Statement of the City as provided in Section 2.12(c) of this Ordinance.

(f) The Series 1994 Bonds may be issued in either certificated or book-entry form as determined by the Comptroller. In connection with the issuance of any Series 1994 Bonds issued in book-entry form, the Comptroller is authorized to select the book-entry depository and to execute and deliver a representation letter to the book-entry depository.

SECTION 2.13 Interest Rate Agreement. The Mayor or the Comptroller is hereby authorized to execute and deliver from time to time one or more agreements with counterparties selected by the Comptroller, the purpose of which is to reduce the City's interest cost with respect to the Series 1994 Bonds, or to reduce the City's exposure to fluctuations in the interest rate or rates payable on the Series 1994 Bonds or to insure, protect or preserve its investments from any loss (including, without limitation, loss caused by fluctuations in interest rates, markets or in securities). The stated aggregate notional amount under all such agreements authorized hereunder shall not exceed the principal amount of Series 1994 Bonds issued hereunder (net of offsetting transactions entered into by the City). Any such agreement to the extent practicable shall be in substantially the form of the Local Currency -- Single Jurisdiction version of the 1992 I.S.D.A. Master Agreement accompanied by the United States Municipal Counterparty Schedule published by the International Swap Dealers Association, and in appropriate confirmations of transactions governed by that agreement, with such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof as shall be approved by the officer of the City executing the same, his or her execution to constitute conclusive evidence of this City Council's approval of such insertions, completions and modifications thereof. Amounts payable by the City under any such agreement shall constitute an Operation and Maintenance cost of the Sewer System. Such amounts shall not constitute an indebtedness of the City for which its full faith and credit is pledged. Nothing contained in this Section 2.13 shall limit or restrict the authority of the Mayor or the City

Comptroller to enter into similar agreements pursuant to prior or subsequent authorization of this City Council.

Article III.

Disposition Of Series 1994 Bond Proceeds.

SECTION 3.1 Bond Debt Service Reserve Account. There shall be deposited in the Bond Debt Service Reserve Account from the proceeds of the Series 1994 Bonds and such other sources as necessary any amount required upon the issuance of the Series 1994 Bonds to cause the balance in the Bond Debt Service Reserve Account to equal the Bond Debt Service Reserve Requirement or alternatively, to pay the costs of any Bond Debt Service Reserve Account Credit Instrument. No more than 10 percent of the proceeds of the Series 1994 Bonds shall be deposited in the Bond Debt Service Reserve Account.

SECTION 3.2 Accrued Interest. Accrued interest on Series 1994 Bonds shall be deposited to the credit of the Bond Principal and Interest Account.

SECTION 3.3 Construction Account: Establishment; Deposit Of Funds; Uses.

(a) The City shall establish a separate account in the Sewer Revenue Fund designated the "Construction Account: Series 1994 Bonds".

(b) The proceeds of sale of the Series 1994 Bonds remaining after the deposits required by Sections 3.1, 3.2 and 3.4 of this Ordinance have been made shall be deposited to the credit of the Construction Account: Series 1994 Bonds. This account shall be held in a separate account by a Depository. Funds in the Construction Account: Series 1994 Bonds shall be invested by the Depository at the direction of the Comptroller in Permitted investments, provided that such investments shall be scheduled to mature before needed to pay Project Costs, including Costs of Issuance. All interest received on or profits derived from such investments shall remain in the Construction Account: Series 1994 Bonds.

(c) Disbursements shall be made from the Construction Account: Series 1994 Bonds from time to time for the purpose of paying Project Costs, including Costs of Issuance. The money received from the sale of the Series 1994 Bonds and set aside in the Construction Account: Series 1994 Bonds shall be used to provide funds for all or any part of the Projects. The Projects for which disbursements may be made from the Construction Account: Series 1994 Bonds may be amended from time to time by the Budget Director to provide for the efficient operation of the Sewer System.

Within 60 days after completion of the Projects and the payment of all Project Costs, any funds remaining in the Construction Account: Series 1994 Bonds shall be transmitted by the Depository to the City for transfer to the Bond Debt Service Reserve Account, or, if such account is fully funded, to the Sewer Rate Stabilization Account, provided that no such transfers shall be made to the Debt Service Reserve Account if (a) the sum of (i) the proceeds of the Series 1994 Bonds previously deposited in the Bond Debt Service Reserve Account other than from the Construction Account: Series 1994 Bonds and (ii) the total amount of funds previously transferred and to be transferred from the Construction Account: Series 1994 Bonds to the Bond Debt Service Reserve Account exceeds (b) 10 percent of the proceeds of the Series 1994 Bonds.

SECTION 3.4 Escrow for Refunded Series 1992 Bonds. If the Comptroller determines to proceed with the refunding of all or a portion of the Outstanding Series 1992 Bonds pursuant to Article II, the City shall establish an escrow account (the "Escrow Account") for the defeasance of the Series 1992 Bonds to be refunded with the paying agent for the Series 1992 Bonds as selected by the Comptroller, as escrow agent (the "Escrow Agent"). From the amounts received upon the sale of the Series 1994 Bonds, the City shall make an irrevocable deposit into the Escrow Account of an amount sufficient to purchase investment obligations and to deposit cash that shall be sufficient to defease the Series 1992 Bonds to be refunded, as provided in the Series 1992 Bond Ordinance. The City shall enter into an escrow agreement (the "Escrow Agreement") with the Escrow Agent in a form as shall be determined by the Comptroller. The Comptroller is authorized to execute the Escrow Agreement on behalf of the City. The City shall, by entering into the Escrowing Agreement, irrevocably determine to call for redemption each such Series 1992 Bond to be refunded at its earliest optional redemption date. In connection with the execution and delivery of the Escrow Agreement, the Comptroller is hereby authorized to execute and deliver, or to direct the Escrow Agent to execute and deliver, agreements providing for the investment or reinvestment of funds held in the Escrow Account.

Article IV.

Sewer Revenue Fund And Accounts.

SECTION 4.1 Revenue Obligation. The Series 1994 Bonds shall have a claim for payment together with any Outstanding Bonds solely from the Net Revenues Available for Bonds, the Construction Accounts and the Accounts of the Sewer Revenue Fund as provided in Section 4.4 of this Ordinance. The Series 1994 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 1994 Bond shall contain a statement to that

effect. The claim for payment of the Bonds from accounts of the Sewer Revenue Fund and from Net Revenues Available for Bonds shall be junior to the claim of the Senior Lien Bonds.

SECTION 4.2 Sewer Revenue Fund. There has been created and there exists a separate fund of the City designated the Sewer Revenue Fund into which the Gross Revenues of the Sewer System are and shall be deposited as collected. The Sewer Revenue Fund shall continue as a separate fund of the City. The Sewer Revenue Fund shall constitute a trust fund and has been and is irrevocably pledged to the Registered Owners of the 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 ordinances authorizing the Senior Lien Bonds, this Ordinance and the ordinances authorizing the issuance of Bonds. The Sewer Revenue Fund shall be used only as provided in the ordinances authorizing the Senior Lien Bonds, this Ordinance and the ordinances authorizing Bonds for (a) paying Operation and Maintenance Costs, (b) paying the principal of, redemption premium, if any, and interest on Senior Lien Bonds and 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 Sewer Revenue Fund described in Sections 4.3 and 4.4 of this Ordinance and all other reserve funds or accounts that 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 that are not necessary to satisfy these requirements may be used for any lawful purpose of the Sewer System. A lien on and security interest in the Net Revenues Available for Bonds and the various Accounts of the Sewer Revenue Fund established as provided in Section 4.4 of this Ordinance and in the Construction Accounts is granted to the Registered Owners of the Bonds Outstanding from time to time, subject to amounts in the various Accounts being deposited, credited and expended as provided in this Ordinance. This pledge and grant of a lien and security interest is effective immediately upon the issuance of the Series 1994 Bonds without the requirement of any further act or filing and is superior to the claims of any other persons whether or not they have notice of this pledge or grant, except that the pledge of and grant of 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 the money in the Sewer Revenue Fund (except the Senior Lien Accounts (other than the Depreciation, Improvement and Extension Account and the Contingencies and Construction Reserve Account), the Accounts to which reference is made in paragraphs (a) through (c) of Section 4.4 of this Ordinance and the Construction Accounts) with other money, funds and accounts of the City. Any advance by the City to the Sewer Revenue Fund from other funds of the City shall have a claim for reimbursement only from amounts in the Sewer Revenue Fund not required for deposit in the Senior Lien Accounts or the various Accounts specified in paragraphs (a) through (d) of Section 4.4 of this Ordinance.

SECTION 4.3 Sewer Revenue Fund Accounts. There have been created and there exist separate Senior Lien Accounts in the Sewer Revenue Fund designated the "Operation and Maintenance Account", the "Debt Service Account", the "Debt Service Reserve Account", the "Depreciation, Improvement and Extension Account" and the "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. To the extent not required to make deposits in the Senior Lien Accounts, any funds deposited in the "Contingencies and Construction Reserve Account" shall be used to make deposits in the Accounts described in Section 4.4 of this Ordinance.

SECTION 4.4. Application of Net Revenues Available For Bonds. There have been created and there exist in the Sewer Revenue Fund, the following separate accounts: the Bond Principal and Interest Account, the Bond Debt Service Reserve Account, the Sewer 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 Sewer 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 4.4.

(a) Bond Principal and Interest Account. Not later than ten 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 1994 Bonds, with accrued interest received upon delivery of the Series 1994 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) At the time of the delivery of the Series 1994 Bonds, sufficient funds from the proceeds of sale of the Series 1994 Bonds shall be transferred to the Bond Debt Service Reserve Account, together with any Bond Debt Service Reserve Account Credit Instrument purchased as provided in this Ordinance, to establish a balance in that Account at least equal to the Bond Debt Service Reserve Requirement with respect to the Series 1994 Bonds. Amounts in the Bond Debt Service Reserve Account shall be deposited in a separate account with a Depository. Whenever the balance in the Bond Debt Service Reserve Account is less

than the Bond Debt Service Reserve Requirement for the Bonds, except as permitted pursuant to Section 6.1(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 Bond Debt Service Reserve Account at least equal to the Bond Debt Service Reserve Requirement for the Bonds.

Except as may be required to be credited to the Rebate Fund and except for amounts in excess of the Bond Debt Service Reserve Requirement (which excess amounts may be transferred to any account of the Sewer Revenue Fund), funds in the Bond Debt Service Reserve Account and any bond Debt Service Reserve Account Credit Instruments in that Account shall be used to pay principal of, redemption premium, if any, and interest on the Bonds 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 Sewer Rate Stabilization Account have first been applied to that purpose).

(ii) All or any part of the Bond Debt Service Reserve Requirement may be met by deposit in the Bond Debt Service Reserve Account of one or more Bond Debt Service Reserve Account Credit Instruments. A Bond Service Reserve Account Credit Instrument shall, for purposes of determining the value of the amounts on deposit in the Bond Debt Service Reserve Account, be valued at the Bond Debt Service Reserve Account Credit Instrument Coverage for the Bond Debt Service 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, 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 that 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 Account Credit Instrument and the terms of the related ordinance, the City has the right and duty to draw upon the Bond Debt Service Reserve Account Credit Instrument prior to its termination for deposit in the Bond Debt Service Reserve Account (if and to the extent a substitute Bond Debt Service Reserve Account Credit Instrument is not deposited in the Bond Debt Service Reserve Account) all or part of its Bond Debt Service Reserve Account Credit Instrument Coverage, then the reduction shall be in an amount equal to the difference between (A) the Bond Debt Service Reserve Requirement and (B) the sum of the amounts on deposit in the Bond Debt Service Reserve Account and the amount that the City may draw under the Instrument prior to its termination for deposit in the Bond Debt Service

Reserve Account. Any amounts in the Bond Debt Service Reserve Account that 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 or to make payments due under a Reimbursement Agreement, but only if after such payment, the value of the Bond Debt Service Reserve Account shall not be less than the Bond Debt Service Reserve Requirement. The City pledges and grants a lien on and security interest in the amounts on deposit in the Bond Debt Service Reserve Account to any Provider with respect 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 Registered Owners of the Outstanding Bonds.

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

(c) Rebate Accounts. There shall be transferred from the Sewer Revenue 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 5.8 of this Ordinance. The Rebate Account with respect to the Series 1994 Bonds shall be held by a Depository. Any other such Rebate Account shall be deposited in a separate bank account in a bank or banks designated by the Comptroller 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 States of America.

(d) Sewer Rate Stabilization Account. In any year the City may withdraw any amounts from the Sewer Rate Stabilization Account and use those amounts for paying any expenses or obligations of the Sewer 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 Bond Debt Service Reserve Account, the costs related to any agreements or other arrangements entered into pursuant to Section 2.13 of this Ordinance, or any cost of repairs, replacements, renewals, improvements, equipment or extensions to the Sewer System. The Sewer 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 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 Bond Debt Service Reserve Account or any Rebate Account for Bonds may be transferred to the Sewer Rate Stabilization Account at any time upon the direction of the Comptroller.

SECTION 4.5 Deficiencies; Excess. In the event of a deficiency in any Fiscal Year in the Bond Principal and Interest Account, 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 Sewer Revenue 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 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 Sewer Revenue 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 Sewer System are past due. Any funds that remain in the Sewer Revenue Fund at the end of any Fiscal Year shall be retained in the Sewer Revenue Fund and shall be available for appropriation for any proper purpose of the Sewer System.

SECTION 4.6 Investments. Funds in the Accounts established as provided in Section 4.4 shall be invested in Permitted Investments. All amounts in the Bond Debt Service Reserve Account and each Rebate Account for Bonds shall be invested in Permitted Investments that are held separate and distinct from those of any other Funds or Account. Investments 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 4.6 shall be credited to the Sewer Revenue Fund and shall be considered Gross Revenues provided 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.

Article V.

General Covenants.

The City covenants and agrees with the Registered Owners of the Series 1994 Bonds as follows:

SECTION 5. 1 Maintenance and Continued Operation of Sewer System. The City will maintain the Sewer System in good repair and working order, will continuously operate it on a Fiscal Year basis, and will punctually perform all duties with respect to the Sewer System required by the Constitution and laws of the State of Illinois.

So long as the Series 1994 Bonds are Outstanding, the City will continue to operate the Sewer System as a revenue-producing system so as to produce Gross Revenues sufficient to satisfy the covenants of this Ordinance.

SECTION 5.2 Sewer Rates. The City will establish, maintain and collect at all times fees, charges and rates for the use and service of the Sewer System sufficient at all times to (a) pay Operation and Maintenance Costs and (b) produce Net Revenues Available for Bonds sufficient to pay the principal (at maturity or pursuant to mandatory sinking fund redemption) of and applicable redemption premium and interest on all Bonds then Outstanding from time to time and to establish and maintain the Senior Lien Accounts, the Bond Principal and Interest Account and 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 115 percent 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 5.2. 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 to be 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 prepare or cause to be prepared a rate study for the Sewer System identifying the rate changes necessary to comply with the rate covenant and the Office of the Budget and Management of the City and the 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 Registered Owner of Bonds upon request.

SECTION 5.3 Repairs; Replacements; Additions; Betterments. The City from time to time will make all necessary and proper repairs, replacements, additions and betterments to the Sewer System so that the Sewer System may at all times be operated efficiently, economically and properly. When any necessary equipment or facility shall have been worn out, destroyed or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the Sewer System shall be at all times fully maintained.

SECTION 5.4 Control and Operation of Sewer System. The City will establish such rules and regulations for the control and operation of the Sewer System as are necessary for the safe, lawful, efficient and economical operation of the Sewer System.

SECTION 5.5 Books and Records. The City will make and keep proper books, records and accounts (separate and apart from all other books, records and accounts of the City) in which correct and complete entries shall be made of all transactions relating to the Sewer System. Within 180 days following the close of each Fiscal Year, the City will cause the financial statements of the Sewer System to be audited by independent certified public accountants. Such audited financial statements shall be available for inspection by the Registered Owners. The financial statements shall, without limiting the generality of the foregoing, include the following:

(a) A statement of revenue and expenses of the Sewer System for each Fiscal Year.

(b) A balance sheet as of the end of such Fiscal Year, including the amounts in each of the funds and accounts of the Sewer Revenue Fund.

(c) A statement of changes in cash flows of the Sewer System for such Fiscal Year.

(d) The amounts, maturities, interest rates and redemption provisions of all Outstanding Senior Lien Bonds and Bonds.

All expenses of the audit required by this provision shall be regarded and paid as an Operation and Maintenance Cost.

The accountants who audit such financial statements shall also prepare a separate compliance letter regarding the manner in which the City has complied with the financial covenants of this Ordinance, which compliance letter may be prepared on a different basis than that of the financial statements. A copy of the financial statements shall be provided to any Registered Owner upon request.

SECTION 5.6 Sewer System Dispositions or Encumbrances. The City will not sell, lease, loan or mortgage or in any manner dispose of or encumber the Sewer System (subject to the right of the City to issue Parity Bonds as provided in this Ordinance, to issue bonds payable from the Net Revenues Available for Bonds of the Sewer System on a basis subordinate to the Bonds, and to dispose of real or personal property that is no longer useful or necessary to the operation of the Sewer System).

SECTION 5.7 No Arbitrage. The City will not direct or permit any action that (or fail to take any action the failure of which) would cause any Series 1994 Bond to be an "arbitrage bond" within the meaning of the Internal Revenue Code of 1986, as amended, and the regulations under that Code as promulgated and as amended from time to time and as applicable to the Series 1994 Bonds.

SECTION 5.8 Special Tax Covenant. The covenants and agreements of the City set forth in this Section 5.8 shall apply as long as any of the Series 1994 Bonds continue to bear interest (whether or not they are Outstanding Bonds within the meaning of this Ordinance) and shall also apply after the Series 1994 Bonds cease to bear interest but within such subsequent period as shall be required for the City to comply with the covenants of this Section 5.8. At the discretion of the Comptroller, the Comptroller may execute an agreement or certificate in the name of and on behalf of the City to ensure compliance with the requirements of this Section 5.8.

(a) The City (i) will take all actions that are necessary to be taken (and avoid taking any action that it is necessary to avoid being taken) so that interest on the Series 1994 Bonds will not be or become subject to federal income taxation under present law, and (ii) will take all actions reasonably within its power to take that are necessary to be taken (and avoid taking any actions that are reasonably within its power to avoid taking and that it is necessary to avoid) so that interest on the Series 1994 Bonds will not be or become includable in gross income for federal income tax purposes under the federal income tax laws as in effect from time to time.

(b) The City will, without limitation, (i) to the extent required by the Internal Revenue Code of 1986, as amended, restrict the yield on investments of amounts received upon the sale of the Series 1994 Bonds and other amounts, and (ii) timely rebate to the United States of America certain amounts that may be received as interest or other investment earnings on Accounts of the Sewer Revenue Fund, all as shall be necessary to comply with this Section. The City shall also make or cause to be made identifiable investments of amounts allocable to the Series 1994 Bonds as shall be necessary or appropriate to be able to ascertain the amounts that may be required so to be rebated to the United States of America. The City shall from time to time determine the amounts in Accounts of the

Sewer Revenue Fund that shall be subject so to be rebated and those amounts from time to time shall be held by the City in the Rebate Fund for the Series 1994 Bonds and shall be rebated to the United States of America in the amounts and at the times as required. Such amounts so subject from time to time so to be rebated shall not be available for the other purposes for which the Sewer Revenue Fund and its Accounts and accounts established by this Ordinance may be applied, and, for purposes of computing the balance in the Sewer Revenue Fund and such various Accounts shall be disregarded. At the time of delivery of the Series 1994 Bonds, and from time to time after their delivery, the City shall provide instructions to appropriate officials as to the restrictions to be made on the yield and segregation of investments and as to the calculations and rebate of amounts to the United States of America, as are required for the City to comply with this Section 5.8.

(c) The City will not take any of the following actions without in each such event obtaining the opinion of nationally recognized bond counsel (which may represent the City from time to time in other matters) that such action will not contravene any covenant of this Ordinance and will not make compliance with those covenants impossible: (i) defease or refund any Bonds; (ii) sell, lease or otherwise dispose of any material portion of the Sewer System; (iii) enter into or amend any short-term or long-term contract for sewer service by the City other than pursuant to general rates charged to the general public; or (iv) enter into or amend any contract or arrangement for persons other than its employees to manage the Sewer System.

(d) The provisions of this Section 5.8 shall not be interpreted to impose upon the City any obligation to redeem or to purchase any Series 1994 Bonds, other than with proceeds or other amounts available under this Ordinance.

Article VI.

Issuance Of Additional Bonds.

SECTION 6.1 Parity Bonds. As long as there are any Outstanding Series 1994 Bonds, no Bonds, notes or other obligations of any kind that are payable from Net Revenues or any Accounts of the Sewer Revenue Fund with a claim senior to that of Bonds shall be issued. As long as there are any Outstanding Series 1994 Bonds, no bonds, notes or other obligations of any kind that are payable from Net Revenues Available for Bonds or any Accounts of the Sewer Revenue Fund on an equal and ratable basis with the Series 1994 Bonds shall be issued, except Parity Bonds that may be issued for the purpose of paying the cost of repairs, replacements, renewals, improvements, equipment or extensions to the Sewer System, funding

capitalized interest and reserve funds for Bonds or particular series of Bonds, funding working capital for the Sewer System, refunding Outstanding Senior Lien Bonds, Bonds or obligations payable from revenues of the Sewer 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 Bond Debt Reserve Account shall have been transferred in full up to the date of the 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 Bond Debt Service Reserve Account so that the balance in the Bond Debt Service Reserve Account is at least equal to the Bond Debt Service Reserve Requirement, or (ii) equal monthly transfers to the Bond Debt Service Reserve Account during a period not exceeding 60 months following the delivery of such Parity Bonds sufficient to cause the balance in the Bond Debt Service Reserve Account to be an amount at least equal to the Bond Debt Service Reserve Requirement; 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 115 percent of the maximum annual Bond Debt Service Requirement for Bonds that 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 Senior Lien Bonds that have been refunded or that 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 Sewer System from the rates in effect for such last completed Fiscal Year, which increase is in effect at the time of the issuance of any such Parity Bonds, Net Revenues 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 certification of an Independent Consulting Engineer or an independent certified public accountant employed for that purpose.

If during the first six months of a Fiscal Year, an audit of the Sewer System for the preceding Fiscal Year by an independent certified public 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 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 115 percent of the maximum Bond Debt Service Requirement for any Fiscal Year for Bonds that 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 6.1:

(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 on 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 as Bonds).

SECTION 6.2 Subordinate Obligations. Other obligations, including bonds, may be issued payable from Net Revenues Available for Bonds on a basis subordinate to the Outstanding Bonds.

Article VII.

Defeasance.

SECTION 7.1 Defeasance.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of the Series 1994 Bonds then Outstanding, the principal, redemption premium, if any, and interest to become due on the Series 1994 Bonds, at the times and in the manner stipulated in this Ordinance and in the Series 1994 Bonds, then the covenants, agreements and other obligations of the City to the Registered Owners of the Series 1994 Bonds shall be discharged and satisfied. In such event, the Bond Registrar shall pay over or deliver to the City all moneys or securities held by it pursuant to this Ordinance that are no longer required for the payment or redemption of Series 1994 Bonds not already then surrendered for such payment or redemption.

(b) Series 1994 Bonds for the payment or redemption of which money shall have been set aside and shall be held in trust by the Bond Registrar (through deposit by the City of funds for such payment or redemption or otherwise), whether at or prior to the maturity or the redemption date of such Series 1994 Bonds, shall be deemed to have been paid within the meaning of and with the effect expressed in paragraph (a) of this Section 7.1. All Series 1994 Bonds shall, prior to their maturity or redemption date, be deemed to have been paid within the meaning of and with the effect expressed in paragraph (a) of this Section 7.1 if:

(i) there shall have been deposited with the Bond Registrar either money in an amount that shall be sufficient, or Government Obligations the principal of and interest on which when due will provide money that, without reinvestment, when added to the money, if any, deposited with the Bond Registrar at the same time, shall be sufficient to pay the principal of those Series 1994 Bonds at maturity, or on sinking fund installment dates for term Series 1994 Bonds, or the principal, redemption premium, if any, and interest due and to become due on those Series 1994 Bonds on and prior to the redemption date or maturity date (or sinking fund installment dates for term Series 1994 Bonds) of the Series 1994 Bonds, as the case may be;

(ii) in case any of the Series 1994 Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Bond Registrar irrevocable instructions to give any required notice of redemption as provided in Article II of this Ordinance, which instructions the Bond Registrar has accepted in writing; and

(iii) the City shall receive an opinion of nationally recognized bond counsel to the effect that the defeasance of the Series 1994 Bonds shall not cause interest on the Series 1994 Bonds to be included in "gross income" of the owners thereof for federal income tax purposes.

(c) Neither Government Obligations nor moneys deposited with the Bond Registrar pursuant to this Section nor principal or interest payments of any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal (at maturity or pursuant to mandatory sinking fund redemption), redemption premium, if any, and interest on those Series 1994 Bonds, provided that any cash received from such principal or interest payments on such Government Obligations, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in principal amounts sufficient to pay when due the principal, redemption premium, if any, and interest to become due on those Series 1994 Bonds on and prior to such redemption date or maturity date of the Series 1994 Bonds, as the case may be.

SECTION 7.2 Unclaimed Moneys. Anything in this Ordinance to the contrary notwithstanding, any moneys held by the Bond Registrar in trust for the payment and discharge of any of the Series 1994 Bonds that remain unclaimed for two years after the date of deposit of such moneys if deposited with the Bond Registrar after the date when the Series 1994 Bonds became due and payable shall, at the written request of the City, be repaid by the Bond Registrar to the City, as its absolute property and free from trust, and the Bond Registrar shall then be released and discharged with respect to such amounts and the Registered Owners of the Series 1994 Bonds shall look only to the City for the payment of such Series 1994 Bonds, provided that before being required to make any such payment to the City, the Bond Registrar shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in a daily newspaper of general circulation in the City of Chicago and in *The Bond Buyer,* published in the City of New York, State of New York, or if that journal ceases publication, then in a financial newspaper of general circulation in the City of New York, a notice that the moneys remain unclaimed and that, after a date named in the notice, which date shall be not less than 30 days after the date of the first publication of the notice, the balance of such moneys then unclaimed will be returned to the City.

Article VIII.

Amendment Of The Ordinance.

SECTION 8.1 Amendment of the Ordinance. Subject to Sections 8.2 and 8.3 of this Ordinance, the City may amend or modify this Ordinance from time to time and may modify the rights and obligations of the City and of the Registered Owners of the Series 1994 Bonds by adopting a supplemental ordinance to this Ordinance. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter or impair the obligation of the City to pay the principal of, redemption premium, if any, or interest on any Series 1994 Bond without the express consent of the Registered Owner of such Series 1994 Bond, nor permit the creation by the City of any mortgage, pledge, lien or security interest on the Sewer System, or upon the Net Revenues Available for Bonds or other moneys pledged or held pursuant to this Ordinance, other than those contemplated by this Ordinance, including Section 8.2, nor permit the preference or priority of any Bond over any other Bonds, nor reduce the percentages of Series 1994 Bonds required for the written consent to an amendment or modification of this Ordinance, nor modify any of the rights or obligations of the Bond Registrar without the written consent of the Bond Registrar.

SECTION 8.2 Amendments without Written Consent. The City may amend or modify this Ordinance from time to time for any one or more of the following purposes without obtaining the prior written consent of any of the Registered Owners of the Series 1994 Bonds:

(a) to add additional covenants and agreements of the City for the purpose of further securing the payment of the Series 1994 Bonds, provided that such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the City contained in this Ordinance;

(b) to prescribe further limitations and restrictions upon the issuance of Parity Bonds and the incurring of obligations by the City that are not contrary to or inconsistent with the limitations and restrictions on such issuance or incurring of obligations in effect prior to the adoption of such supplemental ordinance;

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

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

(e) to take any further action necessary or desirable for the collection and application of Net Revenues Available for Bonds sufficient to pay the Series 1994 Bonds as to principal at maturity or on mandatory sinking fund installment dates and to pay interest on the Series 1994 Bonds as it falls due;

(f) to correct any ambiguity or defect or inconsistent provisions in this Ordinance or to insert such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable, provided that any such amendments or modifications are not contrary to or inconsistent with this Ordinance as in effect prior to the adoption of any such supplemental ordinance, and provided further that any such amendments or modifications are not adverse to the interests of the Registered Owners of the Series 1993 Bonds.

SECTION 8.3 Amendments by Two-Thirds Consent of Registered Owners. The City may amend or modify this Ordinance from time to time for any purpose other than one or more of the purposes not prohibited in Section 8.1 and not authorized by Section 8.2 of this Ordinance only pursuant to the consent of Registered Owners of 66⅔ percent in principal amount of all Outstanding Series 1994 Bonds by written instrument.

SECTION 8.4 Method of Obtaining Written Consent of Registered Owners. The City may at any time adopt a supplemental ordinance amending the provisions of the Series 1994 Bonds or of this Ordinance, to the extent that such an amendment is permitted by the provisions of Section 8.3 of this Ordinance, to take effect when and as provided in this Section. A copy of such supplemental ordinance, together with a written consent form, shall be mailed by the City to Registered Owners of the Series 1994 Bonds, first class mail, postage prepaid, at the address appearing for such Registered Owner upon the registration books maintained by the Bond Registrar. Failure to mail copies of such supplemental ordinance and written consent form as to any Registered Owner shall not affect the validity of the supplemental ordinance when assented to as provided in this Article VIII.

A supplemental ordinance adopted in accordance with this Section shall not be effective unless and until there shall have been filed with the City the written consents of the Registered Owners of percentages in principal amount of Outstanding Series 1994 Bonds specified in Section 8.3 of this Ordinance as provided in this paragraph. Each such consent shall be effective only if accompanied by proof of ownership of the Series 1994 Bonds for which such consent is given, which proof shall be such as the City may prescribe from time to time. Any such consent shall be binding upon the Registered Owner of the Series 1994 Bonds giving such consent and on any subsequent Registered Owner (whether or not such subsequent Registered Owner has notice of the consent) unless such consent is revoked in writing by the Registered Owner giving such consent or a subsequent Registered Owner by filing a notice of revocation with the City prior to the first date

when the notice provided for in the next sentence of this paragraph has been given. After the Registered Owners of the required percentages of Series 1994 Bonds shall have filed their consents to the supplemental ordinance, the City shall mail a notice to the Registered Owners of the Series 1994 Bonds, in the manner provided in the first paragraph of this Section for the mailing of the supplemental ordinance and request for consent, stating in substance that the supplemental ordinance has been consented to by the Registered Owners of the required percentages of Series 1994 Bonds and will be effective as provided in this Section. A certificate of the City reciting compliance with the provisions of this Section shall be filed with the Trustee and shall be proof of the matters stated until the contrary is proved, and the supplemental ordinance shall be deemed conclusively binding upon the City and the Registered Owners of all Series 1994 Bonds at the expiration of sixty (60) days after the filing with the City of the certificate, except if a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding commenced within such sixty (60) day period.

SECTION 8.5 Endorsement of Series 1994 Bonds. Series 1994 Bonds authenticated and delivered after the effective date of any action taken by the Registered Owners of Series 1994 Bonds as provided in this article may bear a notation by endorsement or otherwise in form approved by the City as to such action, and in that case upon demand of the Registered Owner of any Series 1994 Bond Outstanding at such effective date and presentation of his or her Series 1994 Bond for that purpose at the office of the City or at such additional offices as the City may select and designate for that purpose, a suitable notation shall be made on such Series 1994 Bond. If the City shall so determine, new Series 1994 Bonds so modified as to conform to such Registered Owners' action shall be prepared, authenticated and delivered, and upon demand of the Registered Owner of any Series 1994 Bond then Outstanding shall be exchanged in the City of Chicago, without cost to any Registered Owner, for any Outstanding Series 1994 Bonds, upon surrender of such Series 1994 Bond.

Article IX.

General Provisions.

SECTION 9.1 Authority. This Ordinance is adopted pursuant to the powers of the City as a home rule unit under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois. The appropriate officers of the City are authorized to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this Ordinance and the Series 1994 Bonds, including, but not limited to, the exercise following the delivery date of any of the Series

1994 Bonds of any power or authority delegated to such official of the City under this Ordinance with respect to the Series 1994 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 9.2 Authorized Signatures. The Mayor and the Comptroller may each designate another to act as their respective proxies and to affix their respective signatures to the Series 1994 Bonds, whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or the Comptroller pursuant to this Ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Comptroller, respectively. A written signature of the Mayor or of the Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of Proceedings of the City Council and filed with the Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor, in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Comptroller is so affixed to an instrument, certificate or document at the direction of the Comptroller, the same, in all respects, shall be binding on the City as if signed by the Comptroller in person.

SECTION 9.3 Conflict. To the extent that any ordinance, resolution, provision of the Municipal Code, rule or order, is in conflict with or is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 9.4 Severability. If any section, paragraph, clause or provision of this Ordinance, the Bond Purchase Agreement, or the Official Statement described in Section 2.12(c) of this Ordinance, including without limitation any provision of this Ordinance relating to the entering into of any one or more of such documents, shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9.5 Registered Owner Remedy. Any Registered Owner of a Series 1994 Bond may proceed by civil action to compel performance of all duties required by this Ordinance, including the establishment and collection of sufficient fees, charges and rates for services supplied by the Sewer System, and the application of the Gross Revenues as provided by this Ordinance.

SECTION 9.6 Contract. The provisions of this Ordinance shall constitute a contract between the City and the Registered Owners of the Series 1994 Bonds, and no changes, additions or alterations of any kind shall be made to that contract except as provided in this Ordinance, including Article VIII, so long as the Series 1994 Bonds are Outstanding.

SECTION 9.7 Appropriation. The provisions of this Ordinance constitute an appropriation of the amounts received upon the sale of the Series 1994 Bonds for the purposes specified in Section 2.2 of this Ordinance and an appropriation of the Net Revenues Available for Bonds, including the Investment Earnings on Accounts as provided herein, for deposit in the various accounts in this Ordinance and for payment of principal of, redemption premium, if any, and interest on the Series 1994 Bonds as provided in this Ordinance.

SECTION 9.8 Headings. Any headings preceding the texts of the several articles and sections of this Ordinance shall be solely for convenience of reference and shall not constitute a part of this Ordinance nor shall they affect its meaning, construction or effect.

SECTION 9.9 Publication; Effectiveness. This Ordinance shall be published in special pamphlet form by the Clerk, by causing to be printed at least 25 copies of this Ordinance, which copies are to be made available at his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance. This Ordinance shall be in full force and effect from and after its adoption, approval by the Mayor and such publication.

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

Exhibit "A".

The Series 1994 Bonds, the Certificate of Authentication and the Form of Assignment to be printed on each of the Series 1994 Bonds, shall be substantially in the form set forth in this Exhibit A with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of Bond Counsel and any statement of Bond insurance) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Series 1994 Bonds as evidenced by their execution thereof. Any portion of the text of any Series 1994 Bonds

may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Series 1994 Bonds.

The definitive Series 1994 Bonds shall be printed, lithographed, typewritten or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing such Series 1994 Bonds as evidenced by their execution thereof, but any temporary Series 1994 Bond may be typewritten or photocopied or otherwise reproduced.

Form Of Series 1994 Bonds.

Registered No.

United States Of America

State Of Illinois

City Of Chicago

Wastewater Transmission Revenue Bond,

Series 1994.

Interest Rate Per Year: _____ C.U.S.I.P.: _____

Maturity Date: January 1, _____

Date Of This Bond: _____

Interest Payment Dates: January 1 and July 1

Registered Owner: _____

Principal Amount:

The City of Chicago (the "City") hereby acknowledges itself to owe and, for value received promises to pay to the Registered Owner named above or registered assigns (such Registered Owner or assigns being referred to herein as the "Registered Owner", upon presentation and surrender hereof, in lawful money of the United States of America, the Principal Amount stated above on the Maturity Date stated above, with interest (computed on

the basis of a 360-day year consisting of twelve 30-day months) from the most recent Interest Payment Date identified above to which interest has been paid or duly provided for or, if no interest has been paid, from the date of this bond stated above, at the Interest Rate stated above per annum, payable semiannually on January 1 and July 1, with the first Interest Payment Date being _____ 1, 199__, until the date on which this bond becomes due, whether at maturity or by acceleration or redemption. The principal or redemption price of this bond is payable at the corporate trust office of _____, _____, _____, as bond registrar and paying agent (the "Bond Registrar"). Interest is payable by check or draft mailed by the Bond Registrar to the Registered Owner to this bond, determined as of the close of business on the applicable record date, at its address as shown on the registration books maintained by the Bond Registrar, or by wire transfer, as provided in the Bond Ordinance (as defined below). The record date for payment of interest is the 15th day of the month preceding the date on which the interest is to be paid.

This bond is one of a duly authorized issue of bonds of the City designated "Wastewater Transmission Revenue Bonds, Series 1994", issued in the aggregate principal amount of $_____ (the "Bonds"). The Bonds are issued under and pursuant to an ordinance duly adopted by the City Council of the City on _____, _____ (the "Bond Ordinance"). The Bonds are authorized for the purpose of providing funds (1) for the payment of the costs of constructing extensions and improvements to the City's Sewer System, including costs of issuance of the Bonds, [(2)] [to refund certain outstanding wastewater transmission revenue bonds of the City], [(3)] [to pay costs of acquiring a municipal bond insurance policy and a bond debt service reserve account credit instrument], and [(4)] [to provide for discount on the Bonds].

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

satisfied or that are not necessary to satisfy these requirements may be used for any lawful purpose of the Sewer System.

No official, officer, member of the City Council, agent or employee of the City shall be liable personally on this Bond by reason of the issuance of this Bond.

[insert any statement of bond insurance]

Reference is made to the Bond Ordinance for a description of the funds pledged and to the rights, limitations of rights, duties, obligations and immunities of the City, the Bond Registrar and the Registered Owners of the Bonds. The Ordinance may be amended to the extent and in the manner provided therein.

[The following six paragraphs, including the tables, are applicable if any of the Bonds are subject to redemption, in whole or in part, prior to maturity at the option of the City, or are sold as term bonds subject to mandatory sinking fund redemption.]

[The Bonds due on or after January 1, ____ are subject to redemption prior to maturity at the option of the City, in whole on any date on or after January 1, ____ or in part on January 1, ____ or on any interest payment date after that date, at the redemption price set forth in the table below, expressed as a percentage of the principal amount to be redeemed, plus accrued interest to the date fixed for redemption.]

Date Of Redemption	Redemption Price
_____ to and including _____	_____%
_____ to and including _____	_____%
_____ to and thereafter	_____%

The Bonds maturing on January 1, ____ and January 1, ____ are subject to mandatory sinking fund redemption in part at a redemption price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to the redemption date if not an Interest Payment Date, on January 1 in the years and in the amounts set forth below.]

Bonds Maturing _____

Year	Amount	Year	Amount
	$		$

Bonds Maturing _____

Year	Amount	Year	Amount
	$		$

[The amount of mandatory sinking fund redemption payments set forth above shall be reduced upon the redemption of Bonds, other than pursuant to mandatory sinking fund redemption (or by the purchase for cancellation of Bonds from moneys otherwise to be used for such redemption not pursuant to mandatory sinking fund redemption), on or prior to the due dates of specific mandatory sinking fund payments. The total credit against mandatory sinking fund payments shall equal the amount of Bonds so redeemed or purchased. The Comptroller shall in his or her sole discretion determine the amounts and due dates of the mandatory sinking fund payments against which the redemption or purchase shall be credited, and shall notify the Bond Registrar in writing of such determination.]

[In the event of a redemption of less than all the Bonds of a maturity, the Bond Registrar shall assign to each outstanding Bond of a denomination greater than $5,000 a distinctive number for each $5,000 portion of such Bond so as to distinguish each such $5,000 portion from each other portion of such Bond. The Bond Registrar shall select by lot, in a manner the Bond Registrar determines to be fair, from the numbers assigned to the Bonds, as many numbers as, at $5,000 for each number, shall equal the principal amount of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected, but only so much of the principal amount of each such Bond of a denomination of greater than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.]

[Notice of redemption shall be given by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to each Registered Owner of Bonds to be redeemed or purchased at such Registered Owner's address as shown in the registration books maintained by the Bond Registrar. Failure to give such notice by mail

or a defect in the notice or the mailing as to any Bond will not affect the validity of any proceedings for redemption as to any other Bond as to which notice was given properly and the failure of any Registered Owners of a Bond to receive the notice shall not affect the validity of the redemption.]

[If less than the entire principal amount of a Bond shall be called for redemption, the City shall execute and the Bond Registrar shall authenticate and deliver, upon surrender of such Bond, without charge to the Registered Owner thereof, one or more new Bonds of any authorized denomination, of the same maturity and aggregate principal amount as the unredeemed balance of the principal amount of the Bond so surrendered. Any Bonds, or portions thereof that have been duly selected for redemption shall be deemed to be paid and shall cease to bear interest on the specified redemption date, if moneys sufficient to pay such Bonds are held by the Bond Registrar for the benefit of the Registered Owners.]

The Registered Owner may transfer or exchange this Bond in accordance with the Bond Ordinance. The Bond Registrar may exchange Bonds in accordance with the Bond Ordinance. The Bond Registrar may require a Registered Owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Bond Ordinance. The Bonds may be exchanged for other Bonds at the principal office of the Bond Registrar upon the terms set forth in the Bond Ordinance.

The Bonds are issuable only in fully registered form in the denomination of $5,000 or any multiple thereof.

The City and the Bond Registrar may treat the Registered Owner as the absolute owner of this Bond for all purposes, notwithstanding any notice to the contrary.

It is certified and recited that all acts, conditions and things required to exist, to have happened and to have been performed precedent to and in connection with the issuance of this Bond exist, have happened and have been performed.

This bond will not be valid until the Certificate of Authentication has been signed by the Bond Registrar.

In Witness Of This Obligation, The City of Chicago, by its City Council, has caused this Bond to be signed by the manual or facsimile signatures of the Mayor and the City Comptroller, attested by the manual or facsimile signature of the City Clerk, and its corporate seal to be affixed, impressed or printed on this Bond, all as of _____.

City of Chicago, Illinois

_____
Mayor

_____
City Comptroller

_____
City Clerk

[Seal]

Certificate Of Authentication.

This bond is one of the Bonds described in the Bond Ordinance.

_____, _____

_____.
as Bond Registrar

By: _____
Authorized Signature

Assignment.

For value received the undersigned sells, assigns and transfers this bond to

_____

(Name and Address of Assignee)

_____

(Social Security or Other Identifying Numbers of Assignee)

and irrevocably appoints _____ attorney-in-fact to transfer it on the books kept for registration of the bond, with full power of substitution.

Note: The signature to this assignment must correspond with the name as written on the face of the bond without alteration or enlargement or other change.

Date: _____

Signature Guaranteed:

_____

Bank, Trust Company or Firm

By: _____

Authorized Signature

Action Deferred -- AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO, CHICAGO MIDWAY AIRPORT REVENUE BONDS, SERIES 1994.

The Committee on Finance submitted the following report which was, on motion of the Alderman Shaw and Alderman Jones, *Deferred* and ordered published:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago, Chicago Midway Airport Revenue Bonds, Series 1994, in an amount not to exceed $85,000,000, 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.

The following is said ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

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

WHEREAS, The City has determined to authorize the issuance of its Chicago Midway Airport Revenue Bonds, Series 1994 (hereinafter referred to as the "1994 Bonds") in one or more series for the purpose of paying the

cost of improvements to the Airport and certain other purposes as described herein; and

WHEREAS, The City has determined to issue the 1994 Bonds pursuant to a Master Indenture of Trust Securing Chicago Midway Airport Revenue Bonds (the "Master Indenture") and one or more Supplemental Indentures Securing Chicago Midway Airport Revenue Bonds (each a "Supplemental Indenture"); and

WHEREAS, The City proposes to issue and sell the 1994 Bonds in the manner hereinafter authorized in one or more series in an aggregate amount not to exceed $85,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1994 Bonds (not to exceed ten percent (10%) of the principal amount thereof); now, therefore,

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

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

(a) that the improvements to the Airport to be financed by the City involved numerous expenditures over an extended period of time;

(b) that the City's ability to issue 1994 Bonds from time to time without further action by this City Council at various times, in various principal amounts and with various interest rates, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for the Airport upon the most favorable terms available; and

(c) that the delegations of authority that are contained in this Ordinance, including the authority to make the specific determinations described in clause (b) above, are necessary and desirable because this City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Mayor or the City Comptroller to determine to sell one or more series of 1994 Bonds as and to the extend such officers determine that such sale or sales is desirable and in the best financial interest of the City.

SECTION 2. Definitions.

(a) Terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned in the Master Indenture. In addition, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Airport Use Agreement" means a Chicago Midway Airport Airport Use Agreement and Facilities Lease between the City and an airline party, other than a Month-to-Month Airport Use Agreement.

"First Supplemental Indenture" means the First Supplemental Indenture Securing Chicago Midway Airport Revenue Bonds, 1994 Series A, from the City to the Trustee relating to the initial series of 1994 Bonds, in the form attached hereto as Exhibit C together with such modifications and completions as may be approved by the officers of the City executing the First Supplemental Indenture.

"Master Indenture" means the Master Indenture of Trust Securing Chicago Midway Airport Revenue Bonds, in the form attached hereto as Exhibit B together with such modifications and completions as may be approved by the officers of the City executing the Master Indenture.

"Month-to-Month Airport Use Agreement" means a Chicago Midway Airport Airport Use Agreement and Facilities Lease between the City and an airline party, which has a month-to-month term, in the form attached hereto as Exhibit D.

"Short Term Airport Use Agreement" means a Chicago Midway Airport Airport Use Agreement and Facilities Lease between the City and an airline party, which has a term ending December 31, 1995.

"Supplemental Indenture" means a supplemental indenture authorizing a series of 1994 Bonds, substantially in the form of the First Supplemental Indenture.

SECTION 3. Authorization of 1994 Bonds. The 1994 Bonds are hereby authorized to be issued in an aggregate principal amount of not to exceed $85,000,000 plus an amount equal to the amount of any original issue discount used in the marketing of the 1994 Bonds (not to exceed 10% of the principal amount thereof) pursuant to the Master Indenture and one or more Supplemental Indentures for the purposes specified in Section 4.

(b) The 1994 Bonds shall mature not later than January 1, 2025, and shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable on January 1 and July 1 in each year at a rate or rates not in excess of 10% per annum, computed on the basis of a 360-day year consisting of twelve 30-day months.

(c) The 1994 Bonds shall be entitled "Chicago Midway Airport Revenue Bonds, 1994 Series A" and may be issued in one or more separate series, appropriately designated to indicate the order of their issuance. Each 1994 Bond shall be issued in fully registered form and in the denominations set

forth in the related Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Master Indenture and the related Supplemental Indenture.

(d) Principal of and premium, if any, on the 1994 Bonds shall be payable at the principal corporate trust office of the Trustee as provided in the Master Indenture and related Supplemental Indenture. Payment of interest on the 1994 Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the Trustee mailed to the registered owner at his or her 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 by wire transfer as further provided in the Master Indenture and related Supplemental Indenture.

(e) Subject to the limitations set forth in this section, authority is hereby delegated to either the Mayor or the City Comptroller to determine the aggregate principal amount of 1994 Bonds to be issued, the date or dates thereof, the maturities thereof, any provisions for optional redemption thereof (which optional redemption shall be at Redemption Prices not exceeding 103% of the principal amount of the 1994 Bonds to be so redeemed), the schedule of Sinking Fund Payments to be applied to the mandatory redemption thereof (which mandatory redemption shall be at the redemption price equal to the principal amount of each 1994 Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof.

SECTION 4. Purposes. Pursuant to Section 203 of the Master Indenture, the 1994 Bonds are to be issued for the following purposes, as determined by the City Comptroller at the time of the sale of the 1994 Bonds:

(a) the purchase and cancellation of the 1991 Notes;

(b) the payment, or the reimbursement for the payment, of all or a portion of the costs of the Airport Projects listed in Exhibit A attached hereto and any Airport Project related thereto;

(c) the payment, or the reimbursement for the payment, of the costs of architectural, engineering, implementation and management and supervisory services;

(d) the deposit of moneys into a Debt Service Reserve Fund, Capitalized Interest Account and such other funds and accounts as are provided for in the Master Indenture or any Supplemental Indenture; and

(e) the payment of the Costs of Issuance of the 1994 Bonds.

The proceeds of each series of 1994 Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer delivered in connection with the issuance of such series pursuant to the Master Indenture and the related Supplemental Indenture.

SECTION 5. Pledge of Revenues. The 1994 Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Revenues and by other specified sources pledged under the Master Indenture and the related Supplemental Indenture, and shall be valid claims of the registered owners thereof only against the funds and assets and other money held by the Master Trustee with respect thereto and against such Revenues. The 1994 Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois.

SECTION 6. Approval of Master Indenture. The form of Master Indenture attached hereto as Exhibit B is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized to execute and deliver the Master Indenture in substantially the form of the Master Indenture attached hereto for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. The Master Indenture as executed and delivered by the City may contain such changes or revisions consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

SECTION 7. Approval of Supplemental Indentures. The form of First Supplemental Indenture attached hereto as Exhibit C is hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized, with respect to each series of 1994 Bonds, to execute and deliver a Supplemental Indenture in substantially the form of the First Supplemental Indenture attached hereto for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof. Each such Supplemental Indenture as executed and delivered by the City may contain such changes or revisions consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all changes or revisions therein.

SECTION 8. Funds and Accounts. The Funds and Accounts established under the Master Indenture are hereby approved in all respects by this City Council. The City Comptroller is authorized to establish and maintain such other funds and accounts as may be needed for the efficient operation of the Airport.

SECTION 9. Use of Passenger Facility Charge Proceeds. The City Comptroller is hereby authorized to use and apply Passenger Facility Charge proceeds received by the City (a) to pay or to provide for the payment of principal of, premium, if any, and interest on the 1994 Bonds, (b) to pay or to reimburse the City for the payment of all or a portion of the costs of Airports Projects, or (c) any combination of (a) and (b).

SECTION 10. Sale Of 1994 Bonds.

(a) Subject to the limitations contained in this Ordinance, authority is hereby delegated to the Mayor or the City Comptroller to sell the 1994 Bonds to Smith Barney Shearson, Inc., as representatives of a group of underwriters to be designated by the City Comptroller, pursuant to one or more contracts of purchase with respect to the 1994 Bonds between the City and such underwriters; provided that the aggregate purchase price of the 1994 Bonds shall not be less than 98% of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment therefor.

(b) The Mayor or the City Comptroller, with the concurrence of the Chairman of the Committee on Finance of the City Council, is hereby authorized and directed to execute and deliver one or more contracts of purchase in substantially the form of the contracts of purchase used in connection with the previous sales of airport revenue bonds by the City, together with such changes and revisions consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in this Ordinance, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of such changes and modifications.

(c) To evidence the exercise of the authority delegated to the Mayor or the City Comptroller by this Ordinance, the Mayor or the City Comptroller, as the case may be, is hereby directed to execute and file with the City Clerk in connection with the sale of 1994 Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Contemporaneously with the filing of such certificate, the Mayor or City Comptroller shall also file with the City Clerk one copy of each official statement and executed contract of purchase in connection with the 1994 Bonds. Each filing shall be made as soon as practicable subsequent to the execution of the contract of purchase. The City Clerk shall direct copies of such filings to the City Council.

(d) The City Comptroller is hereby authorized to cause to be prepared the form of preliminary official statement describing the 1994 Bonds. The preliminary official statement shall be in substantially the form of the

official statements used in connection with previous sales of airport revenue bonds by the City, together with such changes and revisions as shall be approved by the City Comptroller. The distribution of the preliminary official statement to prospective purchasers and the use thereof by the underwriters in connection with the offering of the 1994 Bonds are hereby authorized and approved. The Mayor or the City Comptroller is hereby authorized to permit the distribution of the final official statement, in substantially the form of said preliminary official statement, with such changes, omissions, insertions and revisions thereto and completions thereof as the Mayor or the City Comptroller shall deem advisable, and the Mayor or the City Comptroller is authorized to execute and deliver such final official statement to the underwriters in the name and on behalf of the City, the execution of such final official statement to constitute conclusive evidence of this City Council's approval of such changes and completions.

(e) If determined by the City Comptroller to be in the best financial interest of the City, the City Comptroller is authorized to procure one or more municipal bond insurance policies covering all or a portion of the 1994 Bonds and to procure one or more debt service reserve fund surety bonds for deposit into the Debt Service Reserve Fund established under the Master Indenture.

(f) The City Comptroller is authorized to designate a securities depository to act as securities depository with respect to the 1994 Bonds.

SECTION 11. Execution and Delivery of 1994 Bonds. Pursuant to the Master Indenture, the Mayor shall execute the 1994 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 1994 Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The 1994 Bonds shall, upon such execution on behalf of the City, 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 1994 Bonds to or upon the order of the underwriters pursuant to the contract of purchase.

SECTION 12. Refunding of 1991 Notes. The City hereby determines to refund the 1991 Notes by purchasing and canceling the 1991 Notes pursuant to the terms and provisions of that certain Indenture of Trust dated as of July 31, 1991, from the City to Independence Bank of Chicago (the "1991 Indenture"). The City Comptroller is hereby authorized to take such action and execute such instruments as may be necessary to effect the purchase and cancellation of the 1991 Notes in accordance with the terms and provisions of the 1991 Indenture.

SECTION 13. Tax Directives. The City shall, by delivery of a Certificate, direct the Trustee (a) to make specific transfers from any

Capitalized Interest Account or any other Account in the Construction Fund to another Account in the Construction Fund or to the Debt Service Fund or (b) to limit or restrict the investment yield on all or any part of amounts on deposit in any Fund or Account in accordance with instructions set forth in such Certificate. Any such direction shall be based upon a determination by the City (which determination may be made in reliance upon an opinion of Bond Counsel) that such transfer or transfers or such limitation or restriction on investment yield is necessary to assure compliance with Section 712 of the Master Indenture. The City further covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 712 of the Master Indenture.

SECTION 14. Public Hearing. The Chairman of the Committee on Finance of the City Council is hereby authorized and directed to cause the publication of notice for and the holding of the public hearing required under Section 147(f) of the Code in connection with the proposed issuance of the 1994 Bonds. The City Council hereby directs that no 1994 Bonds shall be issued unless and until the requirements of said Section 147(f), including particularly the approval requirement following such public hearing, have been fully satisfied and that no contract, agreement or commitment to issue 1994 Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this Ordinance are hereby ratified and confirmed.

SECTION 15. Airport Use Agreements: Delegation of Authority. The Commissioner of the Department of Aviation ("Commissioner") is hereby authorized for and on behalf of the City to change the "Effective Date" described in any Airport Use Agreement, which is in substantially the form authorized and approved by the City Council on August 4, 1993, Council Journal of Proceedings, pages 36496 -- 36632 and executed by the City and the airline party thereto during the years 1993 and 1994, to January 1, 1994 from July 1, 1993, or to July 1, 1993 from January 1, 1994, as applicable, after review by the Commissioner of the fiscal year 1993 financial results of the Airport. The Commissioner is further authorized to modify, in his discretion, the security deposit requirements set forth in any Airport Use Agreement.

SECTION 16. Execution of Month-to-Month Airport Use Agreements: Delegation of Authority. The form of Month-to-Month Airport Use Agreement in substantially the form attached hereto as Exhibit D is hereby authorized and approved. From the date hereof through November 30, 2002, the Mayor is hereby authorized to execute and the City Clerk to attest, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, Month-to-Month Airport Use Agreements with such airlines as the Commissioner shall designate in writing to such officers of the City. Such Month-to-Month Airport Use Agreements shall be effective as of the first day of the month following the

execution by the City. The Month-to-Month Airport Use Agreements may contain such changes consistent with the purposes and intent of this ordinance as shall be approved by the officers executing the same, the execution or acceptance thereof by such officers to constitute conclusive evidence of this City Council's approval of any and all changes and revisions therein. The Commissioner is further authorized to modify, in his discretion, the security deposit requirements set forth in any Month-to-Month Airport Use Agreement. The Commissioner is further authorized to execute such other documents on behalf of the City and take such actions as may be necessary to implement this Ordinance, subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality.

SECTION 17. Execution of Short Term Airport Use Agreements; Delegation of Authority. From the date hereof through December 31, 1994, upon recommendation of the Commissioner, the Mayor is hereby authorized to execute and the City Clerk to attest, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, Short Term Airport Use Agreements, in substantially the form approved by the City Council on August 4, 1993 except with respect to provisions relating to the term of such Short Term Airport Use Agreement, with those airline parties which presently have an existing Airport Use Agreement and Terminal Facilities Lease dated December 2, 1985, which Short Term Airport Use Agreements shall be effective as of January 1, 1994, except as the effective date may be modified pursuant to Section 15 of this Ordinance. It is further authorized that such Short Term Airport Use Agreement shall provide that one hundred and twenty days prior to the expiration of the Short Term Airport Use Agreement, an airline party may request, subject to the approval of the Commissioner, that such Short Term Airport Use Agreement be converted to an Airport Use Agreement with a term ending December 31, 2002. The Short Term Airport Use Agreement shall further provide that in the event that the Short Term Airport Use Agreement is not converted to an Airport Use Agreement or the airline party does not request an extension, such Short Term Airport Use Agreement shall automatically convert to a Month-to-Month Airport Use Agreement. The Commissioner is further authorized to execute such other documents on behalf of the City and take such actions as may be necessary to implements this Ordinance, subject to the approval of the City Comptroller and of the Corporation Counsel as to form and legality.

SECTION 18. Performance Provisions. The Mayor, the City Comptroller and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the Master Indenture and any Supplemental Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance, the Master Indenture and any Supplemental Indenture, including but not limited to, the exercise following the delivery date of any of the 1994 Bonds of any power or authority delegated to such official of the City under this Ordinance with

respect to the 1994 Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Mayor, the City Comptroller, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance, the Master Indenture and any Supplemental Indenture or to evidence said authority.

SECTION 19. Proxies. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each 1994 Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance and the Master Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with 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 20. Severability. It is the intention of this City Council that, if any article, section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such article, section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 21. Prior Inconsistent Ordinances. If any provision of this Ordinance is in conflict with or inconsistent with any Ordinance or resolution or parts of any Ordinance or resolution or proceedings of the City in effect as of the date hereof, the provisions of this Ordinance shall supersede any conflicting or inconsistent provision to the extent of such conflict or inconsistency.

SECTION 22. Effective Date. This Ordinance shall take effect immediately upon its enactment.

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

Exhibit "A".

Schedule Of Airport Projects.

Project Number	Description
AF-10	Taxiway Edge Lighting Phase II/Airfield Guidance Signage
AF-11	Airfield Drainage No. 6 -- South Triangle
AF-16	Service Road/Northwest Corner
AF-20	Runway 4L/22R Rehabilitation
AF-22a	Airfield Lighting -- Electrical Vault Upgrade
AF-29	Obstruction Removal for 22L
AF-B01	East Ramp Hold Pad/Detention Basin
AF-B02	Runway Broom Vehicle (Sweeper)
AF-B03	Airfield Snow/Ice Removal Sander
AF-B04	Rescue and Fire Fighting A.R.F.F. Vehicle
AF-B07	Runway 22L Ext./Hold Pad Const./Bullseye
AF-B08	Runway 13C/31C Rehabilitation
AF-B05	Security Control/Detection System
NP-01	Blast/Noise Barrier/Northeast Corner
NP-04	Blast/Noise Barrier/East Side
NP-05	Permanent Noise Monitoring -- M.D.W.

Project Number	Description
NP-06	Noise Complaint System -- M.D.W.
NP-07	School Sound Insulation -- M.D.W.
NP-08	Citizen Participation Program -- M.D.W.
NP-09A	Hush House -- Study
TA-01	Interior Terminal Floor Tile Replace
TA-03	New Public Restrooms/Nurse Station
TA-04	Overhead Door Replacements
TA-05	Ceiling/Lighting Replacements
TA-06	Public Restroom Renovation
TA-11	Air Handling Units Replacements
TA-12	Terminal Public Address System
TA-13	Fireline Loop/Term Sprinkler System
TA-14	Terminal Elevators for Handicap Access
TA-16	Airport Master Utility Study
TA-18	Energy Management Study
TA-21	Terminal Facia Replacement
TA-22a	Term/Concourse Pipe Cross Connect
TA-28	Lobby Heaters
TA-30	Interior Terminal Signage Study
TA-30a	Interior Terminal Signage Installation
SF-06a	Property Acquisition -- Parcel No. 54
SF-06b	Property Acquisition -- Parcel No. 58

Project Number	Description
SF-06c	Property Acquisition -- Parcel No. 63
SF-12	Airport Maintenance Complex
SF-17	Property Acquisition -- Parcel No. 47
SF-18	Property Acquisition -- Parcel No. 60
SF-19	Demolition Parcel No. 49 -- Carlton Hotel
SF-B09	Entrance Road Relocations for 22 M.L.S.

Project Component Number	Description
PL-B06	Airport Master Planning Services
AF-12	Apron Replacement at Gates
AF-21	West Ramp Service Road
AF-24	Runway 13L/31R Rehabilitation
AF-25	Taxiway 13C/31C
AF-30	Taxiway 4L/22R
NP-02	Blast/Noise Barrier/Southwest Corner
NP-03	Blast/Noise Barrier/Northwest Corner
NP-09B	Hush House -- M.D.W.
TA-22B	Term/Concourse Emergency Power System
TA-31	Landside Pavement Replacement

Project Component Number	Description
AF-26	Cathodic Protection Study
AF-10	Taxiway Edge Lights/Airfield Guidance
AF-29	Obstruction Removal for Runway 22L
GA-05	Parking -- Long Term/Project I
GA-06	Parking -- Lot C Expansion
GA-07	Parking -- Main Lot Rehabilitation
GA-08	Parking -- Long Term/Project II
GA-09	Parking -- Long Term/Project III
SF-04	General Aviation Parking (Apron)
SF-13	West Hangar (55th Street) Upgrade
SF-14a	Fuel Facility Study
ST-16	Underground Fuel Tanks -- Removal
TA-02	Administration and Security Office Relocation
TA-07	Terminal Painting
TA-08	Terminal Public Area Furniture
TA-29	Drinking Fountains; New and Replace

Exhibit "B".

City Of Chicago

To

American National Bank And Trust Company Of Chicago

As Trustee.

Master Indenture Of Trust Securing

Chicago Midway Airport Revenue Bonds.

Dated As Of [March 1,] 1994.

This Master Indenture of Trust, dated as of [March 1,] 1994, from the City of Chicago (the "City"), a municipal corporation and home ruled unit of local government duly organized and existing under the laws of the State of Illinois, to American National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America, with its principal corporate trust office located at 33 North LaSalle Street, Chicago, Illinois.

Witnesseth:

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

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

Whereas, The City has heretofore determined to improve the Airport and to issue Bonds (as hereinafter defined), payable solely from Revenues (as hereinafter defined), to pay the cost of improvements to the Airport, including the funding of necessary reserves; and

Whereas, The execution and delivery of this Indenture has been duly and validly authorized by an ordinance duly adopted by the City Council of the City;

Now, Therefore, This Master Indenture Of Trust Witnesseth:

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the purchasers thereof, one dollar duly paid to the City by the Trustee at or before the execution and delivery of these presents and of other good and valuable considerations, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all Bonds Outstanding from time to time, according to their tenor and effect, and to secure the observance and performance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever:

Granting Clause First.

All right, title and interest of the City in and to the Revenues (as hereinafter defined) to the extent provided in Section 204.

Granting Clause Second.

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

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

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

Provided, However, That if the City, its successors or assigns, shall well and truly pay or cause to be paid the principal of all of the Bonds and the interest and premium, if any, due or to become due thereon, at the times and in the manner mentioned in the Bonds, according to the intent and meaning thereof, or shall provide, as permitted by Section 1401, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions hereof to the extent provided herein, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

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

Article I.

Definitions And Interpretation.

Section 101. Definitions.

The following terms, for all purposes of this Indenture, and of any indenture amendatory or supplemental hereto, and of any certificate, opinion or other document herein mentioned, shall have the meanings herein specified unless the context clearly indicates otherwise:

"Accounts" means the special accounts created and established pursuant to Articles IV and V.

"Aggregate Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Debt Service with respect to such Bond Year or other specified 12-month period and to the Bonds of all Series.

"Airport" means Chicago Midway Airport, together with any additions thereto, or improvements or modifications thereof, hereafter made.

"Airport Project" means any Capital Project or any cost or expense paid or incurred in connection with or related to the Airport whether or not of a capital nature and whether or not related to facilities situated at the Airport, including but not limited to, amounts needed to satisfy any judgment and the cost of any noise mitigation programs.

"Annual Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period and to Bonds of a particular Series, an amount of money equal to the sum of (a) all interest payable during such Bond Year or other specified 12-month period on all Bonds of said Series Outstanding on said date of computation, except interest payable from the proceeds of sale of Bonds deposited in the Debt Service Fund or in a Capitalized Interest Account and (b) all Principal Installments payable during such Bond Year or other specified 12-month period with respect to all Bonds of said Series Outstanding on said date of computation, all calculated on the assumption that Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with this Indenture and the Supplemental Indenture creating such Series of Principal Installments payable at or after said date of computation.

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

"Bond Counsel" means a firm of attorneys having expertise in the field of law relating to municipal, state and public agency financing, selected by the City and satisfactory to the Trustee.

"Bondholder" or "holder" or "registered owner" or words of similar import, when used with reference to a Bond, means any person who shall be the registered owner of any Outstanding Bond or Bonds.

"Bond Insurance Policy" means a municipal bond insurance policy issued by a Bond Insurer, which guarantees payment of principal of and interest on a Bond or Bonds.

"Bond Insurer" means, with respect to any Series of Bonds, the insurance company that has insured the payment of the principal of and interest on all or any portion of such Series and any successor thereto.

"Bonds" means any of the Bonds of the City authenticated and delivered under and pursuant to Article II of this Indenture.

"Bond Year" means a 12-month period commencing on January 2 of each calendar year and ending on January 1 of the next succeeding calendar year.

"Capital Appreciation Bond" means a Bond bearing interest that is compounded on an initial date and semiannually thereafter, and is payable at maturity.

"Capitalized Interest" means any amount included in the proceeds of any Series of Bonds for the payment of interest on Bonds.

"Capitalized Interest Account" means an Account maintained in the Construction Fund for the deposit of the portion, if any, of the proceeds of any Series of Bonds representing Capitalized Interest.

"Capital Project" means a capital improvement at or related to the Airport, or the acquisition of land beyond the then-current boundaries of the Airport.

"Certificate" means an instrument of the City in writing signed by an Authorized Officer. Any such instrument in writing and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed so as to form a single instrument. Any Certificate may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or representation of counsel, accountants, or engineers, respectively, unless the officer signing such Certificate knows, or in the exercise of reasonable care should have known, that the opinion or representation with respect to the matters upon which such Certificate may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel or accountant or other persons, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture, but different officers, counsel, accountants or other persons may certify to different facts, respectively.

"City" means 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 Council" means the City Council of the City, or any succeeding governing or legislative body of the City.

"Code" means the Internal Revenue Code of 1986, as from time to time supplemented and amended. References to the Code and to sections of the Code shall include relevant final, temporary or proposed Regulations as in effect from time to time and, with reference to any Series, as applicable to obligations issued on the date of issuance of such Series.

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

"Completion Bonds" means any Bonds issued for the purpose of defraying additional costs of an Airport Project or Projects financed by Bonds.

"Construction Fund" means the Construction Fund created by Section 401.

"Consulting Engineer" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airports and aviation facilities, entitled to practice and practicing as such under the laws of the State of Illinois, who, in the case of any individual, shall not be an officer or employee of the City.

"Costs of Issuance" means any item of expense payable or reimbursable, directly or indirectly, by the City and related to the authorization, offering, sale, issuance and delivery of Bonds, including but not limited to travel and other expenses of any officer or employee of the City in connection with the authorization, offering, sale, issuance and delivery of such Bonds, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and disbursements, fees and disbursements of the Independent Airport Consultant, Independent Accountant and the Consulting Engineer, fees and disbursements of other consultants and professionals, cost of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, application fees and premiums on municipal bond insurance and credit facility charges.

"Counsel's Opinion" means a written opinion of counsel selected by the City (who may be the Corporation Counsel for the City).

"Current Interest Bond" means a Bond bearing interest on an initial date and semiannually or more frequently thereafter.

"Debt Service Fund" means the Debt Service Fund created by Section 501.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created by Section 501.

"Debt Service Reserve Fund Deposit" means, with respect to the proceeds of sale of a Series of Bonds, an amount equal to the lesser of (i) the amount necessary to increase the total sum held in the Debt Service Reserve Fund (including any Reserve Fund Assets) to the Debt Service

Reserve Fund Requirement, computed as of the time immediately following the delivery of such Series, and (ii) an amount equal to ten percent of the original principal amount of such Series.

"Debt Service Reserve Fund Requirement" means an amount of money and Reserve Fund Assets equal to the lessor of (i) the maximum amount of Aggregate Debt Service for the then current or any future Bond Year, (ii) 125% of average Aggregate Debt Service, and (iii) 10% of the original principal amount of all Series of Bonds then Outstanding.

"Defeasance Obligation" means direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged, Refcorp interest strips, CATS, TIGRS, STRPS, or non-callable defeased municipal bonds rated AAA by Standard & Poor's Corporation or Aaa by Moody's Investors Service.

"Event of Default" means an Event of Default under Section 1201.

"F.A.A." means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"Federal Obligation" means any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America.

"Fiscal Year" means January 1 through December 31 of any year, or such other fiscal year as the City may adopt for the Airport.

"Funds" means the special funds created and established pursuant to Articles IV and V.

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

"Indenture" means this Master Indenture of Trust as originally executed and delivered by the City and the Trustee and as the same may be amended or supplemented by Supplemental Indentures executed and delivered by the City and the Trustee in accordance with Article IX.

"Independent Accountant" means a certified public accountant selected by the City and licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be an officer or employee of the City, (b)

shall be satisfactory to the Trustee and (c) may be the accountant that regularly audits the books of the City or the Airport.

"Independent Airport Consultant" means a consultant, other than the Consulting Engineer, selected by the City, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be an officer or employee of the City.

"Insured Bond" means any Bond with respect to which the payment of principal and interest is guaranteed under a Bond Insurance Policy.

"Interest Payment Date" means any date on which interest on a Series of Bonds is payable as established in the Supplemental Indenture creating such Series.

"Junior Lien Obligations" means any bonds, notes or evidences of indebtedness, other than Bonds and Special Facility Revenue Bonds, issued by the City as permitted by Section 705.

"Junior Lien Obligation Debt Service Fund" means the Junior Lien Obligation Debt Service Fund created by Section 501.

"Net Revenues" means, for any Fiscal Year, Revenues minus Operation and Maintenance Expenses.

"1991 Notes" means the City of Chicago Chicago Midway Airport Bond Anticipation Notes, Series 1991.

"O. & M. Fund" means the O. & M. Fund required to be created pursuant to Section 501.

"Operation and Maintenance Expense Projection" means, for any Fiscal Year, the projected Operation and Maintenance Expenses for such Fiscal Year.

"Operation and Maintenance Expenses" means, for any Fiscal Year, the costs incurred by the City in operating and maintaining the Airport during the Fiscal Year, either directly or indirectly, including, without limitation (but exclusive of such expenses as may be capitalized in connection with an Airport Project):

(a) the following costs and expenses incurred by the City for employees of the City employed at the Airport, or doing work involving the Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health,

accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) cost of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by the City or purchased by the City and furnished by independent contractors at or for the Airport;

(e) costs of rentals of real property and costs of rental equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the Airport or its operations;

(g) the amount of any judgment or settlement arising as a result of the City's ownership, operation and maintenance of the Airport payable by the City during said Fiscal Year, including, without limitation, the amount of any judgment or settlement arising as a result of claims, actions, proceedings or suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, property damage, personal injury or similar claims, actions, proceedings or suits based upon the environmental impacts, including, without limitation, those resulting from the use of the Airport for the landing and taking off of aircraft;

(h) costs incurred in collecting and attempting to collect any sums due the City in connection with the operation of the Airport;

(i) costs of advertising at or for the Airport;

(j) compensation paid or credited to persons or firms appointed or engaged, from time to time, to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing, consulting or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the Airport or any of its structures or facilities;

(k) any other cost incurred or allocated to the Airport necessary to comply with any valid rule, regulation, policy or order of any Federal, state or local government, agency or court; and

(l) all other direct and indirect expenses, whether similar or dissimilar, which arise out of the City's ownership, operation or maintenance of the Airport, including any taxes payable by the City which may be lawfully imposed upon the Airport by entities other than the City.

"Other Available Moneys" means, for any Fiscal Year, the amount [determined by the City Comptroller to be] transferred for such Fiscal Year from sources other than Revenues to the Revenue Fund or the Debt Service Fund.

"Outstanding", when used the reference to the Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Indenture except:

(a) Bonds cancelled by the Trustee at or prior to such date or theretofore delivered to the Trustee for cancellation;

(b) Bonds (or portions of Bonds) for the payment or redemption of which there shall be held in trust and set aside for such payment or redemption (whether at, prior to or after the maturity or redemption date) moneys or Defeasance Obligations the principal of and interest on which when due or payable will provide moneys, together with the moneys, if any, deposited with the Trustee at the same time, in an amount sufficient to pay the principal or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, and, if such Bonds are to be redeemed, for which notice of such redemption shall have been given as provided in Article VI or provisions satisfactory to the Trustee shall have been made for the giving of such notice;

(c) Bonds for the transfer or exchange of, in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Indenture; and

(d) Bonds deemed to have been paid as provided in Section 1401.

"Passenger Facility Charge" means the passenger facility charge as authorized under Section 1113(e) of the Federal Aviation Act of 1958, as amended by Section 9110 of the Omnibus Budget Reconciliation Act of 1990 (Public Law 101-508), and as approved by the F.A.A. from time to time with respect to the Airport.

"Principal Installment" means, as of any particular date of computation and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with this Indenture and the Supplemental Indenture creating such Series of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Bonds, plus (b) the amount of any Sinking Fund Payments payable on said future date for the retirement of any Outstanding Bonds of such Series, and said future date shall, for all purposes hereof, be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Producer Price Index" means the Producer Price Index/All Commodities published by the United States Department of Labor (January, 1993 = 100) as adjusted by the City pursuant to the Airport Use Agreements, or any comparable index substituted therefor by the City.

"Project Account" means a separate Account established in the Construction Fund with respect to any particular Airport Project or Projects.

"Qualified Collateral" means:

(a) Federal Obligations;

(b) Direct and general obligations of any State of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successors; and

(c) 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.

["Qualified Investments" means:

(a) Federal Obligations;

(b) Deposits in interest-bearing deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, including the Trustee, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to [110%] of the amount of such deposits, marked to market monthly, and which Qualified Collateral shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such deposits;

(c) Direct and general obligations of any State of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successors;

(d) 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, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of the United States of America;

(e) Repurchase agreements extending not beyond [30] calendar days with banks which are members of the Federal Reserve System or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York that are secured by Federal Obligations having a current market value at least equal to 103% of the amount of the repurchase agreement, marked to market weekly, and which Federal Obligations shall have been deposited in trust by such banks or dealers with the trust department of the Trustee or with a Federal Reserve Bank or branch, or with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such repurchase agreements; and

(f) 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.]

"Record Date" means the date established as the record date with respect to an Interest Payment Date for a Series of Bonds in the Supplemental Indenture creating such Series.

"Redemption Price", when used with respect to a Bond, means the principal amount of such Bond plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of the Bonds or the Supplemental Indenture creating such Series of Bonds, or such other redemption price as may be specified in such Bonds or Supplemental Indenture.

"Refunding Bonds" means all Bonds, whether issued in one or more Series, authenticated and delivered on original issuance for the purpose of the refunding of Bonds of any Series and all Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Indenture and the Supplemental Indenture creating such Series of Bonds.

"Regulations" means the Income Tax Regulations (26 C.R.F. Part 1) promulgated under and pursuant to the Code.

"Reserve Fund Assets" means (a) any irrevocable and unconditional letter of credit issued by a bank for the account of the City and for the benefit of the Trustee on behalf of the Bondholders, provided that such bank maintains an office, agency or branch in the United States of America and, provided further that, as of the date of issuance of such letter of credit, such bank is rated in one of the two highest rating categories by Moody's Investors Service or Standard & Poor's Corporation or (b) any irrevocable and unconditional municipal bond insurance policy or surety bond issued by any insurance company licensed to conduct an insurance business in any state of the United States of America or by a service corporation acting on behalf of one or more such insurance companies; provided that, as of the time of issuance of such insurance policy or surety bond, such insurance company or companies are rated in the highest rating category by Moody's Investors Service or Standard & Poor's Corporation.

"Revenue Fund" means the Revenue Fund required to be created pursuant to Section 501.

"Revenues" mean, for any Fiscal Year, except to the extent hereinafter excluded, all revenues, payments, proceeds, fees, charges, rent and all other income of any nature, including investment income on moneys held under this Indenture or on other funds of the Airport, derived directly or indirectly by or for the City for such Fiscal Year for the use of, and for the

services and facilities furnished by, or from the operation or ownership of, or with respect to the Airport, and any proceeds of business interruption insurance and any other insurance proceeds which are deemed to be revenues in accordance with generally accepted accounting principles; provided, however, the following shall not be included in Revenues:

(a) the proceeds of any passenger Facility Charge or similar charge levied by or on behalf of the City (and investment income thereon);

(b) any grants, gifts, bequests, contributions or donations, including any such funds provided by any person or entity, including an airline, doing business at the Airport;

(c) the proceeds from the sale, transfer or other disposition of title by the City to all or any part of the Airport;

(d) the proceeds of any taxes collected at the Airport;

(e) the proceeds of any condemnation award or insurance received by the City except condemnation awards and insurance proceeds which are deemed to be revenues in accordance with generally accepted accounting principles;

(f) the proceeds of any court or arbitration award or settlement in lieu thereof received by the City except (i) awards or settlements which are deemed to be revenues in accordance with generally accepted accounting principles or (ii) awards or settlements which constitute reimbursements for costs previously incurred as Operation and Maintenance Expenses;

(g) amounts derived by the City with respect to debt service on Special Facility Revenue Bonds;

(h) the proceeds of any bonds or other indebtedness of the City;

(i) payments to the City of the principal of and interest, if any, on any loan made by the City for Airport purposes from [any of the funds created pursuant to or required by any Bond Ordinance];

(j) investment income on moneys held in the Construction Fund, the Special Project Fund, the Emergency Reserve Fund and the Airport Development Fund; and

(k) any other amounts which are not deemed to be revenues in accordance with generally accepted accounting principals or which are restricted as to their use.

"Series" means all of the Bonds authenticated and delivered on original issuance pursuant to a Supplemental Indenture and designated as a Series therein.

"Sinking Fund Payment" means, as of any particular date of determination and with respect to the Outstanding Bonds of any Series, the amount required by a Supplemental Indenture creating such Series to be paid in any event by the City on a single future date for the retirement of Bonds of such Series which mature after said future date, but does not include any amount payable by the City by reason only of the maturity of a Bond.

"Special Facility Improvement" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, as has been or is to be constructed, installed, equipped or acquired with the proceeds of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both.

"Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of the City, which bonds, notes or other evidences of indebtedness are not payable from Revenues or any other moneys or securities held under this Indenture, and for which the City has no taxing obligation.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Master Indenture of Trust, executed and delivered by the City and the Trustee in accordance with Article X.

"Trust Estate" means the trust estate granted in the granting clauses hereof.

"Trustee" means American National Bank and Trust Company of Chicago, Chicago, Illinois, as trustee hereunder, or its successor hereinafter appointed in the manner provided in this Indenture.

Section 102. Interpretation.

In this Indenture, unless the context otherwise requires:

(i) The terms "hereby", "hereof", "hereto", "hereunder", "herein" and any similar terms used herein refer to this Indenture, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this Indenture;

(ii) The term "principal" when used in connection with the Capital Appreciation Bond shall mean as of a particular date, the original principal amount of such Capital Appreciation Bond as of its date of issuance plus interest accreted thereon to such particular date;

(iii) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(iv) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(v) Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond;

(vi) Any percentage of Bonds, for purposes of this Indenture, shall be computed on the basis of the unpaid principal amount of Bonds Outstanding at the time the computation is made or is required to be made hereunder;

(vii) Any headings preceding the text of the several Articles and Sections of this Indenture, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect; and

(viii) Articles and Sections mentioned by number only are the respective Articles and Sections of this Indenture so numbered.

Section 103. Variable Interest Rates.

For the purpose of determining Annual Debt Service, interest on variable rate indebtedness, including any variable rate Bond, shall be calculated at the highest of: (i) the actual rate on the date of calculation, or if the indebtedness is not yet outstanding, the initial rate (if established and binding), (ii) if the indebtedness has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii) (1) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Code, the most recently published Bond Buyer 25 Bond Revenue Index (or comparable index if no longer published) plus fifty basis points, or (2) if interest is not so excludable, the interest rate on Federal Obligations with comparable maturities plus fifty basis points.

Section 104. Tender Option Bonds.

The City may issue Bonds subject to tender at the option of the Bondholder if the payment of the purchase price of tendered Bonds is to be provided

pursuant to a letter of credit or standby liquidity agreement with a bank or liquidity provider with obligations rated in one of the three highest short-term rating categories assigned by either Moody's Investors Service or Standard & Poor's Corporation. The City may enter into a reimbursement agreement with each such bank or liquidity provider. The City's repayment obligation under such reimbursement agreement may be on a parity with the Bonds, may be included as "Debt Service" under this Indenture and may be made payable from the Debt Service Fund if the payments due under the reimbursement agreement, calculated based on the highest permitted interest rate and the most accelerated repayment schedule possible under such reimbursement agreement, result in a schedule of payments, such that if such payments constituted debt service on a Series of Bonds, such Series of Bonds, if issued on the date of delivery of such reimbursement agreement, could have satisfied the requirements of Section 206.

Section 105. Severability Of Invalid Provisions.

If any one or more of the covenants or agreements provided in this Indenture on the part of the City or the Trustee to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Indenture or of the Bonds.

Section 106. Successors And Assigns.

Whenever in this Indenture the City is named or referred to, it shall and shall be deemed to include its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the City contained in this Indenture shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provision of this Indenture.

Section 107. Parties Interested Herein.

Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Trustee, any Bond Insurer, and the holders of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation thereof. All the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the City

shall be for the sole and exclusive benefit of the City, the Trustee, any Bond Insurer, and the holders of the Bonds.

Article II.

Authorization, Obligation And Issuance Of Bonds.

Section 201. Authorization For Indenture.

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

Section 202. Indenture To Constitute Contract.

In consideration of the purchase and acceptance of Bonds by those who shall hold the same from time to time, the provisions of this Indenture and any Supplemental Indenture shall be a part of the contract of the City with the holders of Bonds and shall be deemed to be and shall constitute a contract between the City, the Trustee and the holder from time to time of the Bonds.

Section 203. Authorization Of Bonds.

In order to provide sufficient funds for the financing or refinancing of Airport Projects, Bonds are hereby authorized to be issued from time to time in one or more series as hereinafter provided, without limitation as to amount except as may be limited by law, for the purpose of (a) the payment, or the reimbursement for the payment of, the costs of one or more Airport Projects, (b) the refunding of any Bonds or other obligations issued to finance or refinance one or more Airport Projects, including, but not limited to, the refunding of the 1991 Notes, any Special Facility Revenue Bonds and any Junior Lien Obligations, or (c) the funding of the Debt Service Reserve Fund and any other Fund or Account as specified in this Indenture or the

Supplemental Indenture under which such Bonds are issued; including, in each case, payment of Costs of Issuance.

Section 204. Source Of Payment; Pledge Of Revenues And Other Moneys.

The Bonds shall be legal, valid and binding limited obligations of the City payable solely from Revenues and certain other moneys and securities held by the Trustee under the provisions of this Indenture and any Supplemental Indenture. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and 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, premium, if any, or interest on the Bonds. A pledge of the Revenues and of all moneys and securities held or set aside or to be held or set aside by the Trustee under this Indenture or any Supplemental Indenture is hereby made, and the same are hereby pledged, to secure the payment of the principal and Redemption Price of, and interest on, the Bonds, subject only to the provisions of this Indenture or any Supplemental Indenture requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this Indenture or such Supplemental Indenture. This pledge shall be valid and binding from and after the date of issuance of any Bonds hereunder; the Revenues so pledged and then or thereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act; and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

Section 205. Issuance And Delivery Of Bonds.

Each Series of Bonds shall be created by a Supplemental Indenture which shall prescribe expressly or by reference with respect to such Series:

(a) the authorized principal amount and Series designation of such Bonds;

(b) the purpose or purposes for which such Series is being issued;

(c) the manner in which the proceeds of the Bonds of such Series are to be applied;

(d) the date or dates, and the maturity date or dates, of the Bonds of such Series, or the manner of determining such dates;

(e) the interest rate or rates to be borne by the Bonds of such Series or the manner of determining such rate or rates, and the Interest Payment Dates of such Series;

(f) the manner of dating, numbering and lettering the Bonds of such Series;

(g) the place or places of payment of the principal and Redemption Price, if any, of, and interest on, the Bonds of such Series or the manner of designating the same;

(h) the Redemption Price or Prices, if any, of, and the redemption terms for the Bonds of such Series, or the manner of determining such Price or Prices and terms;

(i) the amount and due date of each Sinking Fund Payment, if any, for Bonds of like maturity of such Series, or the manner of determining such amounts and dates;

(j) provisions as to registration of the Bonds of such Series;

(k) the form and text of the Bonds of such Series and provision for the Trustee's authentication thereof by certificate or otherwise; and

(l) any other provisions deemed advisable by the City as shall not conflict with the provisions hereof.

Section 206. Conditions Precedent To Delivery Of Any Series.

Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) A copy of an ordinance adopted by the City Council, certified by the City Clerk, authorizing the execution and delivery of the Supplemental Indenture referred to in Section 205;

(b) A Counsel's Opinion to the effect that (i) the City had the right and power to adopt the ordinance referred to in (a) above; (ii) the ordinance has been duly and lawfully adopted by the City Council, is in full force and effect and is valid and binding upon the City and is enforceable in accordance with its terms; (iii) this Indenture and such Supplemental Indenture have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and are enforceable in accordance with their terms; (iv) this Indenture and the Supplemental Indenture create the valid pledge of Revenues, moneys and securities which they purport to create; and (v) upon the execution, authentication and delivery thereof, the Bonds of such

Series will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, this Indenture and such Supplemental Indenture;

(c) A written order as to the delivery of such Series, executed by an Authorized Officer stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of such Series (ii) that no Event of Default has occurred and is continuing under this Indenture and fixing and determining all terms and provisions of the Bonds of such Series not fixed or determined by this Indenture or the Supplemental Indenture referred to in Section 205;

(d) A copy of the Supplemental Indenture referred to in Section 205;

(e) A Certificate stating:

(i) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in the Debt Service Reserve Fund, which amount shall not be less than the Debt Service Reserve Fund Deposit;

(ii) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in a Capitalized Interest Account;

(iii) The amount of the proceeds of such Series to be paid to the Trustee for deposit in one or more Project Accounts; and

(iv) The purpose or purposes for which the balance, if any, of the proceeds of such Series is to be used;

(f) except in the case of Completion Bonds and Refunding Bonds, either (i) a certificate of an Independent Airport Consultant stating that, based upon reasonable assumptions set forth therein, Revenues and Other Available Moneys are projected to be not less than that required to satisfy the rate covenant set forth in Section 704 (disregarding any Bonds that have been paid or discharged or will be paid or discharged immediately after the issuance of the Series of Bonds proposed to be issued) for each of the next three Fiscal Years following the issuance of such Bonds or, if later, for each Fiscal Year from the issuance of such Bonds through the two Fiscal years immediately following completion of the projects or projects financed by such Bonds; or (ii) a certificate of an Independent Accountant stating that Revenues and Other Available Moneys in the most recent completed Fiscal Year for which audited financial statements have been prepared were not less than that required to enable the City to satisfy the rate covenant set forth in Section 704 assuming for such purpose that Aggregate Debt Service for the Bond Year commencing during such Fiscal Year includes the maximum Annual Debt Service on the Bonds proposed to be issued.

(g) in the case of Completion Bonds, a Certificate stating (i) that the Series of Bonds proposed to be issued are being issued to finance the costs of one or more Airport Projects initially financed in whole or in part by one or more Series of Bonds, and (ii) that the additional cost of the Airport Projects being financed by such Series of Bonds does not exceed 15% of the aggregate cost thereof previously financed by one or more Series of Bonds. Prior to the delivery of any Completion Bonds, the City shall file with the Trustee a certificate of a Consulting Engineer (i) stating that the Airport Projects have not materially changed from their description in the Supplemental Indenture or Indentures creating the Series of Bonds initially issued to finance the cost of such Airport Projects, (ii) estimating the revised aggregate cost of the Airport Projects, (iii) stating that the revised aggregate cost of such Airport Projects cannot be paid with moneys available in the Construction Fund, and (iv) stating that, in the opinion of the Consulting Engineer, the issuance of Completion Bonds is necessary to provide funds to complete the Airport Projects.

(h) A Certificate stating that any required approval for the issuance of such Series has been obtained.

(i) Such further documents and moneys as are required by the provisions of Article X or any Supplemental Indenture.

Section 207. Conditions Precedent To Delivery Of Any Series Of Refunding Bonds.

All Refunding Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) The documents referred to in subsections (a), (b), (c), (d), (e) and (h) of Section 206;

(b) If a redemption of Bonds is to be effected, irrevocable instructions to the Trustee to give due notice of redemption of all the Bonds to be refunded and the redemption date or dates, if any, upon which such Bonds are to be redeemed;

(c) If a redemption of Bonds is to be effected and the redemption is scheduled to occur subsequent to the next succeeding 45 days, irrevocable instructions to the Trustee to publish as provided in Article VI notice of redemption of such Bonds on a specified date prior to their redemption date;

(d) A Certificate of an Independent Accountant stating the amount of either (i) moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued) in an amount sufficient to pay the Bonds to

be refunded at the applicable Redemption Price of the Bonds to be refunded together with accrued interest on such Bonds to the redemption date or dates, or (ii) Defeasance Obligations the principal of, and interest on, which when due (without reinvestment thereof), together with the moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued), if any, which must be contemporaneously deposited with the Trustee, to be sufficient to pay when due the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the redemption date or dates or the date or dates of maturity thereof; and

(e) Such further documents and moneys as are required by the provisions of Article X or any Supplemental Indenture.

Section 208. Application Of Proceeds Of Bonds.

The proceeds, including accrued interest, of any Series shall be deposited with the Trustee and shall be applied by the Trustee in accordance with the Certificate delivered to the Trustee pursuant to Section 206(e).

Article III.

General Terms And Provisions Of Bonds.

Section 301. Title Of Bonds.

Each Bond shall be entitled "Chicago Midway Airport Revenue Bond" or such other title as may be specified in, and shall bear such additional letter or number Series designation as shall be determined in the Supplemental Indenture authorizing such Bonds.

The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the City prior to the authentication and delivery thereof.

Section 302. Place And Medium Of Payment.

The principal and the Redemption Price of Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the principal corporate trust office of the Trustee. Interest on Current Interest Bonds shall be payable on each Interest

Payment Date to the registered owners of record thereof appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee, as of the close of business on the applicable Record Date. Interest on Current Interest Bonds shall be paid by wire transfer pursuant to an agreement by and between the City and the registered owners, or otherwise by check or draft mailed to such registered owners at their addressed appearing on the registration books.

Section 303. Transfer, Exchange And Registry.

The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein. The City shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of Bonds, and upon presentation thereof for such purpose at said principal corporate trust office, the City shall register or cause to be registered therein, and permit to be transferred thereon, any Bond qualified under this Indenture for registration or transfer, in every case subject to such reasonable regulations as it or the Trustee may prescribe and upon payment of a charge sufficient to reimburse the City and the Trustee for any tax or other governmental charge to be paid by them in connection therewith. The Trustee is hereby appointed the agency of the City and registrar for the registration and transfer of Bonds.

Each Bond shall be transferable only upon the registration books, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such Bond, the City shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee, of the same aggregate principal amount, Series, maturity and interest rate as the surrendered Bond. Bonds, upon surrender thereof at the principal corporate trust office of the Trustee, with a written instrument satisfactory to the Trustee, duly executed by the registered owner or his attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount of Bonds of the same Series, maturity and interest rate and of authorized denominations or maturity amounts.

The Trustee shall not be required to transfer or exchange any Bond after notice of redemption of all or a portion thereof has been mailed. The Trustee shall not be required to transfer or exchange any Bond during a period of ten days next preceding the date of the first mailing of any notice of any proposed redemption which could designate for redemption all or a portion of such Bond.

Section 304. Ownership Of Bonds And Effect Of Registration.

The City and the Trustee may treat and consider the person in whose name any Bond shall be registered upon the books of the City as the holder and absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal or Redemption Price thereof or interest thereon and for all other purposes whatsoever; and payment of, or on account of, the principal or Redemption Price of or interest on such Bond shall be made only to, or upon the order of, such registered owner thereof, but such registration may be changed as herein provided. All payments made as in this Section provided shall be valid and effectual to satisfy and discharge the liability upon the several Bonds to the extent of the sum or sums so paid.

Section 305. Bonds Mutilated, Destroyed, Stolen Or Lost.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond of like Series, maturity, principal or maturity amount and interest rate as the Bond, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond, destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the City and the Trustee that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the City and the Trustee with indemnity satisfactory to them and complying with the Illinois Bond Replacement Act and such other reasonable regulations as the City and the Trustee may prescribe and paying such expenses as the City and Trustee may incur in connection therewith. All Bonds so surrendered to the Trustee shall be cancelled by it.

Section 306. Cancellation And Destruction.

All Bonds paid or redeemed, either at or before maturity shall be delivered to the Trustee when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. Bonds so canceled may at any time be cremated or otherwise destroyed by the Trustee, who shall execute a certificate of cremation or destruction in duplicate by the signature of one of its authorized officers describing the Bonds so cremated or otherwise destroyed, and one executed certificate shall be filed with the City and the other executed certificate shall be retained by the Trustee.

Section 307. Execution.

The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor and its corporate seal, or a facsimile thereof, shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Clerk. In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bonds shall cease to hold such office before authentication and delivery of the Bonds by the Trustee, such Bonds shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bonds had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the City by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not have held such office.

Section 308. Authentication.

The Bonds shall bear thereon a certificate of authentication executed manually by the Trustee. No Bond shall be entitled to any right or benefit under this Indenture or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered under this Indenture and that the holder thereof is entitled to the benefits hereof.

Article IV.

Construction Fund.

Section 401. Deposits Into Construction Fund.

(a) The Construction Fund is hereby created. Pending application as provided in this Article, moneys in the Construction Fund shall be held in trust by the Trustee and shall be subject to the pledge contained in Section 204 in favor of the holders of Bonds.

(b) The City shall deposit with the Trustee from the proceeds of any Series the amount specified in the Certificate referred to in Section 206(e) for deposit into one or more Project Accounts and Capitalized Interest Accounts in the Construction Fund.

(c) The City may also deposit with the Trustee Passenger Facility Charge proceeds or Government Grants-in-Aid for or with respect to any Airport Project funded or to be funded in part from the proceeds of Bonds. The Trustee shall be accountable only for moneys actually so deposited. All such Passenger Facility Charge proceeds and Government Grants-in-Aid shall be deposited by the Trustee in the Construction Fund and credited to a Project Account created therefor.

(d) Interest accruing on, and any profit resulting from the investment of, moneys in any Project Account or Capitalized Interest Account shall be credited to such Account.

Section 402. Costs Of Airport Projects.

For the purposes of this Indenture the costs of Airport Projects shall include to the extent applicable:

(a) Obligations incurred for labor and to contractors, builders and materialmen in connection with the construction, installation and acquisition of the Airport Projects or any part thereof, and obligations incurred for the installation and acquisition of machinery and equipment;

(b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) The amount of any damages incident to or consequent upon the construction, installation and acquisition of the Airport Projects;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Trustee during construction, installation and acquisition of Airport Projects, and premiums on insurance, if any, in connection with such Airport Projects during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such Airport Projects or the issuance of Bonds therefor;

(g) Costs of Issuance;

(h) Any cost properly chargeable to such Airport Projects prior to and during construction, installation and acquisition;

(i) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of such Airport Projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of such Airport Projects and the cost thereof;

(j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of Airport Projects and the cost thereof;

(k) Rebates or other similar payments due the United States of America under Section 148 of the Code with respect to the Bonds; and

(l) All other items of cost and expense not elsewhere in this section specified, incident to the construction, installation and acquisition of Airport Projects and the financing thereof, including the payment of interest on Bonds from amounts in any Capitalized Interest Account.

Section 403. Disbursements From Construction Fund.

(a) All disbursements from the Construction Fund (except for disbursements from any Capitalized Interest Account) shall be made in accordance with requisitions signed by an Authorized Officer, as to the following:

(i) Item number of the payment;

(ii) The amount to be paid and the Project Account within the Construction Fund to which the item is to be charged;

(iii) The Airport Project and purpose, by general classification, for which payment is to be made;

(iv) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against such Project Account in the Construction Fund and is due and has not been included in any prior requisition which has been paid; and

(v) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City.

(b) Disbursements from the Construction Fund may be made directly to the firm or corporation to whom payment is due or to the City in reimbursement for payments made or to be made by the City.

(c) Upon receipt of any such orders the Trustee shall make payments from the appropriate Project Account in the Construction Fund and the Trustee shall make disbursements in accordance with the directions from the City Comptroller. The moneys held in the Construction Fund shall be invested in accordance with the requirements of Section 505.

(d) At the direction of the City expressed in a Certificate filed with the Trustee, moneys on deposit in each Capitalized Interest Account shall be disbursed for any of the purposes stated in Section 405(a). Such Certificate shall set forth the disbursements to be made from such Capitalized Interest Account, including scheduled transfers to the Debt Service Fund. In the absence of such direction, moneys in each Capitalized Interest Account shall be transferred to the Debt Service Fund on the business day of the Trustee immediately preceding each Interest Payment Date for the payment of interest on Bonds of the Series with respect to which such Capitalized Interest Account is maintained.

Section 404. Completion Certificate.

Promptly after the completion of the construction, installation and acquisition of a Capital Project, the City will deliver to the Trustee a Certificate stating the date of such completion.

Section 405. Permitted Transfers.

(a) Moneys in any Project Account may be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this Section for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts to pay the costs of other Airport Projects, (ii) to make transfers into the Debt Service Reserve Fund to make up any deficiency therein, (iii) to make transfers to the Debt Service Fund, or (iv) to

redeem Bonds in accordance with the provisions of this Indenture and the Supplemental Indenture creating such Bonds.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

(i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

(ii) a Counsel's Opinion stating that in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in this Indenture or any Supplemental Indenture; and

(iii) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect any exemption from federal income taxes of interest on any Bonds theretofore issued.

(c) At the direction of the City expressed in a Certificate filed with the Trustee, moneys in any Capitalized Interest Account may be withdrawn and, pursuant to Section 1401, deposited in trust to pay or provide for the payment of Bonds of the Series with respect to which such Capitalized Interest Account is maintained; provided that immediately after such withdrawal there shall be held in such Capitalized Interest Account either moneys in an amount which shall be sufficient, or Qualified Investments the principal of and interest on which when due (without reinvestment thereof) together with the moneys held in such Capitalized Interest Account, shall be sufficient, to provide for the payment when due of the interest to accrue on all Bonds of such Series which remain Outstanding on or prior to the date to which interest on such Series was originally capitalized.

Article V.

Revenues And Funds.

Section 501. Creation Of Funds And Accounts.

The following Funds are hereby created to be held and administered by the Trustee:

(a) The Revenue Fund;

(b) The Debt Service Fund;

(c) The Debt Service Reserve Fund; and

(d) The Junior Lien Obligation Debt Service Fund.

The City agrees to establish an O. & M. Fund for the purpose of paying Operation and Maintenance Expenses. The City shall also establish and maintain such other Funds and Accounts as the City is required to establish and maintain or deems necessary or advisable to establish and maintain with respect to the Airport, which in any event shall include the Funds and Accounts referred to in Section 503.

The Trustee shall, at the written request of the City, establish such additional Accounts within any of the Funds established under this Indenture, and subaccounts within any of the Accounts established under this Indenture, as shall be specified in such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from such Funds, Accounts and subaccounts; but the establishment of any such additional Accounts or subaccounts shall not alter or modify any of the requirements of this Indenture with respect to the deposit or use of moneys in any Fund or Account established hereunder. In addition, the Trustee shall, at the written request of the City, establish additional Accounts within the Junior Lien Obligation Debt Service Fund for the purpose of segregating amounts available to pay the principal of, premium, if any, and interest on separate series of Junior Lien Obligations and for the purpose of establishing the priority of one or more such Accounts over one or more other such Accounts. Nothing herein shall require the City to designate the Trustee as trustee for any Junior Lien Obligations.

Any moneys and securities held in any Fund or Account created under this Section shall be held in trust by the Trustee, as provided in this Indenture, and shall be applied, used and withdrawn only for the purposes authorized in this Indenture. All moneys and securities held by the City in any Fund or Account established for or with respect to the Airport shall be accounted for and held separate and apart from all other moneys and securities of the City, and, until applied, used and withdrawn, shall be held in trust by the City for the purposes for which such Funds and Accounts were established.

Section 502. Deposit Of Revenues.

[Contemporaneously with the initial issuance of Bonds under this Indenture, all amounts held in the Revenue Fund shall be deposited by the City in the Revenue Fund.] Thereafter, all Revenues shall be collected by the City and applied by the City as follows:

(a) Revenues received by the City each month shall first be applied to deposit promptly into the O. & M. Fund an amount equal to one-twelfth of

the Operation and Maintenance Expense Projection for the current Fiscal Year.

(b) Revenues thereafter received by the City each month shall be promptly deposited to the credit of the Revenue Fund.

Section 503. Disbursement From Revenue Fund.

The moneys in the Revenue Fund shall be disbursed and applied by the Trustee as required to make the following deposits on the dates and in the amounts provided:

(a) On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth:

First: The Trustee shall deposit into the Debt Service Fund the amount, if any, needed to increase the amount in the Debt Service Fund so that it equals the amount of money obtained by aggregating the several sums, computed with respect to the Outstanding Bonds of each Series, of (i) any unpaid interest due on Bonds at or before such date, (ii) the Principal Installments of Bonds matured and unpaid at or before said date, (iii) all interests on Bonds accrued and not paid through the end of the current month, other than compound interest accreted to a Capital Appreciation Bond which shall be deemed to accrue in the 12 months immediately prior to the maturity of such Capital Appreciation Bond, less any portion of such interest payable from a Capitalized Interest Account, and (iv) that portion of each Principal Installment with respect to Bonds next payable after said date that would have accrued to the end of the current month if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Series or, if there shall be no preceding due date or such preceding due date is more than one year prior to the next Principal Installment due date then, from a date one year prior to such next Principal Installment due date or from the date of issuance of the Bonds of such Series, whichever date is later.

Second: The Trustee shall transfer to the City for deposit into the O. & M. Reserve Account an amount equal to one-twelfth of the O. & M. Reserve Account Deposit Requirement, which requirement shall be $3,500,000 for the Fiscal Year ending December 1, 1994; $1,500,000 for the Fiscal Year ending December 1, 1955; and for each Fiscal Year thereafter, the amount required to increase the amount in the O. & M. Reserve Account to an amount equal to one-sixth of the Operation and Maintenance Expense Projection for such Fiscal Year.

Third: The Trustee shall transfer to the City for deposit into the Working Capital Account an amount equal to one-twelfth of the Working Capital Account Deposit Requirement, which requirement

shall be $250,000 for the Fiscal Year ending December 31, 1994; and thereafter for each Fiscal Year shall be the lesser of (i) $500,000 adjusted by multiplying the amount of the Working Capital Deposit Requirement for the prior Fiscal Year by a factor of one plus the percentage increase, if any, in the Producer Price Index during the most recently ended 12-month period for which the Producer Price Index is available, and (ii) the amount required to increase the amount held in the Working Capital Account to an amount equal to 15% of Operation and Maintenance Expense Projection for such Fiscal Year.

(b) On the business day of the Trustee immediately preceding the first and the 182nd day of a Fiscal Year, the Trustee shall make the following deposits in the manner and order of priority set forth:

First: The Trustee shall deposit into the Debt Service Reserve Fund the amount, if any, necessary to increase the amount on deposit therein to an amount equal to the Debt Service Reserve Fund Requirement.

Second: The Trustee shall deposit in to the Junior Lien Obligation Debt Service Fund an amount, if any, equal to the amount required by any resolution or ordinance authorizing the issuance of Junior Lien Obligations to be deposited therein on such date and without priority, one over the other, to any Accounts within the Junior Lien Obligation Debt Service Fund, as specified by a Certificate filed with the Trustee.

Third: The Trustee shall transfer to the City for deposit into the Repair and Replacement Fund an amount equal to one-half of the Repair and Replacement Fund Deposit Requirement, which requirement shall be $250,000 for the Fiscal Year ending December 31, 1994; $500,000 for the Fiscal Year ending December 31, 1995; $750,000 for the Fiscal Year ending December 31, 1996; and thereafter for each Fiscal Year means $1,000,000 adjusted for each Fiscal Year by multiplying the amount of the Repair and Replacement Fund Deposit Requirement Fund Deposit Requirement for the prior Fiscal Year by a factor of one plus the percentage increase, if any, in the Producer Price Index during the most recently ended 12-month period for which the Producer Price Index is available.

Fourth: The Trustee shall transfer to the City for deposit into the Emergency Reserve Fund an amount equal to one-half of the Emergency Reserve Fund Deposit Requirement, which requirement shall be the amount required to be deposited in the Emergency Reserve Fund so that the amount held therein will equal $250,000 for the Fiscal Year ending December 31, 1994 and for each Fiscal Year thereafter, the required balance for the prior Fiscal Year plus the percentage increase, if any, in the Producer Price Index during the most recently ended 12-month period for which the Producer Price Index is available.

Fifth: The Trustee shall transfer to the City for deposit into the Special Project Fund the amount specified by a Certificate filed with the Trustee.

Sixth: The Trustee shall transfer to the City for deposit into the Airport Development Fund the amount specified by a Certificate filed with the Trustee.

(c) If at the time deposits are required to be made under paragraphs (a) or (b) of this section, the moneys held in the Revenue fund are insufficient to make any required deposit, the deposit shall be made up on the next applicable deposit date from amounts in the Revenue Fund after required deposits into all other Funds and Accounts enjoying a higher priority shall have been made in full.

(d) Notwithstanding any other provision of this Indenture or any Supplemental Indenture, at the end of each Fiscal Year amounts on deposit in the O. & M. Fund, the Debt Service Fund, the Debt Service Reserve Fund and the Junior Lien Obligation Debt Service Fund in excess of the amount required hereunder or under any ordinance or resolution authorizing the issuance of Junior Lien Obligations to be on deposit in such Fund at the end of such Fiscal Year shall be transferred to the Revenue Fund.

Section 504. Use Of Funds.

The moneys on deposit in the Funds and Accounts listed in Section 501 shall be used for the purposes and uses specified as follows:

(a) In addition to disbursements authorized by Section 503, the City shall apply moneys in the Revenue Fund to make up any deficiency arising in the following Funds in the following order of their priority one over another and in the manner specified in Section 503: first, to the Debt Service Fund, second, to the Debt Service Reserve Fund and third, to the Junior Lien Obligation Debt Service Fund.

(b) The Trustee shall withdraw from the Debt Service Fund, (i) prior to each Interest Payment Date, an amount equal to the interest due on the Bonds on such Interest Payment Date, and apply the same to the payment of said interest when due; and (ii) prior to each Principal Installment payment date, an amount equal to the principal amount of Bonds maturing on said day, and apply the same to the payment of said principal when due.

Amounts accumulated in the Debt Service Fund or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the 45th day preceding

the payment date of a Sinking Fund Payment, to the purchase of Bonds of the Series and maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of Bonds payable from such Sinking Fund Payment on such payment date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond purchased shall not exceed the Sinking Fund Redemption Price of such Bond applicable upon its redemption on such payment date. The Trustee shall also provide for the payment out of the Debt Service Fund of the amount of accrued interest payable on any Bond purchased from moneys in the Debt Service Fund. Bonds may be purchased from any person including the City and the Trustee. Any Bonds so purchased shall be cancelled by the Trustee and the applicable Sinking Fund Redemption Price of such Bonds shall be credited against the Sinking Fund Payment for such Bond due on the next ensuing payment date.

(c) The moneys in the Debt Service Reserve Fund shall be used for the payment of the interest and Principal Installments on Bonds, whenever and to the extent moneys in the Debt Service Fund, are insufficient therefor. At the direction of the City expressed in a Certificate filed with the Trustee, moneys in the Debt Service Reserve Fund may be withdrawn and deposited in trust to pay or provide for the payment of Bonds pursuant to Section 1401; provided, however, that immediately after such withdrawal the amount on deposit in the Debt Service Reserve Fund equals or exceeds the Debt Service Reserve Fund Requirement.

The City shall maintain in the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Fund Requirement. In lieu of the deposit of money in the Debt Service Fund in satisfaction of the Debt Service Reserve Fund Requirement, the City may deposit Reserve Fund Assets with the Trustee. The Trustee shall not accept any letter of credit, insurance policy or surety bond as a Reserve Fund Asset unless it shall have been provided with an opinion of counsel of the issuer of such Reserve Fund Asset that such Reserve Fund Asset is a valid and binding obligation of such issuer enforceable in accordance with its terms and is exempt from the registration requirements of applicable Federal securities laws. Each such letter of credit shall not be terminable by the bank issuing such letter of credit on less than five years' written notice to the Trustee and the City. Each such insurance policy or surety bond shall not permit the cancellation thereof by the issuer.

In computing the value of Reserve Fund Assets, each insurance policy or surety bond shall be valued at the amount of the coverage under such insurance policy or surety bond that may be drawn upon by the Trustee on such date of valuation and each letter of credit shall be valued at the undrawn stated amount thereof that may be drawn upon by the Trustee on such date of valuation.

Any withdrawal from the Debt Service Reserve Fund shall be made from moneys or Qualified Investments held therein prior to the application of any amounts available from the use of Reserve Fund Assets. If the Trustee is required to draw upon Reserve Fund Assets to make any such withdrawal it shall do so in accordance with instructions of the City expressed in a Certificate of an Authorized Officer filed with the Trustee or, in the absence of such instructions, in such manner as it shall determine.

(d) The moneys in the Junior Lien Obligation Debt Service Fund shall be transferred by the Trustee to the appropriate trustees or paying agents under the appropriate ordinances or resolutions authorizing the issuance of Junior Lien Obligations for the purpose of paying such amounts as may be required to be paid by such resolutions or ordinances.

Section 505. General Regulations As To Investments.

(a) All moneys held in any Fund or Account established and created under or pursuant to this Indenture or any Supplemental Indenture shall be invested in Qualified Investments at the direction of an Authorized Officer.

(b) Qualified Investments purchased as an investment of moneys in any Fund or Account established and created under or pursuant to this Indenture or any Supplemental Indenture shall be deemed at all times to be a part of such Fund or Account. Qualified Investments so purchased shall be sold at the best price obtainable whenever it shall be necessary so to do in order to provide moneys to make any withdrawal or payment from such Fund or Account. For the purposes of any such investment, a Qualified Investment shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investment. Qualified Investments in which moneys held in any Fund or Account have been invested shall mature not later than the respective dates as estimated by the City or the Trustee based on information provided by the City, when the moneys held for the credit of any Fund or Account will be needed.

(c) In computing the amount in any Fund or Account, obligations maturing within the three year period next succeeding the date of computation shall be valued at amortized value, and obligations maturing more than three years following the date of computation shall be valued at the lower of amortized value or market value.

(d) For purposes of this Indenture amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount

thus calculated for each interest payment date after such purchase from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated for each interest payment date after such purchase to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each June 15 and December 15, or if such day is not a business day of the Trustee then on the business day of the Trustee immediately preceding such June 15 or December 15, and at any other time required hereunder, and on any particular date shall not include the amount of interest then earned or accrued to such date on any deposit or investment.

Article VI.

Redemption Of Bonds.

Section 601. Privilege Of Redemption And Redemption Prices.

Bonds of any Series subject to redemption prior to maturity shall be redeemable, upon notice as provided in this Article, at such times, at such Redemption Prices plus interest accrued and unpaid to the redemption date and upon such terms as may be specified in such Bonds, in this Indenture and in any Supplemental Indenture creating such Series.

Section 602. Notice Of Redemption.

When the Trustee shall be required or authorized, or shall receive notice from the City of its election to redeem Bonds, the Trustee shall in accordance with the terms and provisions of the Bonds, this Indenture and the Supplemental Indenture creating such Series, select the Bonds to be redeemed and shall give notice of the redemption of such Bonds, which notice shall state the redemption date and identify the Bonds to be redeemed and further state that on such redemption date there shall become due and payable upon each such Bond so to be redeemed the Redemption Price thereof, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable to the registered owner entitled to payment thereof upon such redemption. Such notice shall be given by mailing a copy thereof, by first class mail, postage prepaid, to the registered owner of each Bond to be redeemed at the address of such registered owner shown on the registration books, and to each Bond Insurer of an Insured Bond to be redeemed, not less than thirty nor more than sixty days prior to the redemption date. Failure to mail any such notice to the holder of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

Section 603. Redemption Otherwise Than At City's Election.

Whenever by the terms of this Indenture or the Supplemental Indenture creating any Series of Bonds, the Trustee is required to redeem Bonds otherwise than at the election or direction of the City, and subject to and in accordance with the terms of this Article and, to the extent applicable, Article V, the Trustee shall select the redemption date of the Bonds to be redeemed unless otherwise specified in the Supplemental Indenture creating such Series, and give notice of redemption in the manner prescribed in Section 602.

Section 604. City's Election To Redeem.

The City shall give written notice to the Trustee of its election to redeem Bonds and of the redemption date, which notice shall be given at least forty-five days prior to the redemption date or at such later date as shall be acceptable to the Trustee. In the event that the required notice of redemption shall have been given, the City shall, and hereby covenants that it will, prior to the redemption date, pay to the Trustee an amount in cash which, in addition to any other moneys available therefor held by the Trustee, will be sufficient to redeem at the Redemption Price thereof, plus interest accrued to the redemption date, all of the Bonds which are to be redeemed.

Section 605. Payment Of Redeemed Bonds.

Notice of redemption having been given in the manner provided in Section 602, the Bonds so called for redemption shall become due and payable on the redemption date stated in said notice at the Redemption Price applicable on said date plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney, such Bonds shall be paid at the said Redemption Price plus interest accrued and unpaid to the redemption date. If, on the redemption date, moneys for the redemption of all the Bonds to be redeemed, together with interest accrued and unpaid to the redemption date, shall be held by or on behalf of the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then from and after the redemption date the Bonds so called for redemption shall cease to bear interest and said Bonds shall no longer be considered as Outstanding hereunder. All moneys held by or on behalf of the Trustee for the redemption of particular Bonds shall be held in trust for the account of the holders of the Bonds so to be redeemed.

Section 606. Selection Of Bonds To Be Redeemed By Lot.

In the event of the redemption of less than all the Bonds of like Series and maturity the aggregate principal amount thereof to be redeemed shall be $5,000 or an integral multiple thereof and the Trustee shall assign to each Bond of such Series and maturity a distinctive number for each $5,000 principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall redeemed as shall equal $5,000 for each number assigned to it and so selected.

If there shall be drawn for redemption less than all of a Bond, the City shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the registered owner thereof, for the unredeemed balance of the Bond so surrendered, Bonds of like Series and maturity and of the denomination of $5,000 or any integral multiple thereof.

If the minimum denomination of any Series of Bonds is other than $5,000, then in lieu of $5,000 the amount of such minimum denomination shall be used by the Trustee in connection with the selection of Bonds of such Series to be redeemed by lot in accordance with this Section.

Section 607. Adjustment Of Sinking Fund Payments.

In the event of the optional redemption by the City of less than all the Bonds of like Series and maturity with respect to which Sinking Fund Payments have been established, the principal amount so redeemed shall be credited against the unsatisfied balance of future Sinking Fund Payments or the final maturity amount established with respect to such Bonds, in such amount and against such Sinking Fund Payments or the final maturity amount as shall be determined by the City in a Certificate of an Authorized Officer filed with the Trustee prior to the mailing of the notice of redemption of such Bonds or, in the absence of such determination, shall be credited against the unsatisfied balance of the applicable Sinking Fund Payments in inverse order of their payment dates.

Article VII.

Covenants Of The City.

Section 701. Equality Of Security.

All Bonds, regardless of Series, date of issuance and date of sale, shall be secured by the pledge contained in Section 204; and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of this Indenture, so long as any Bonds remain Outstanding and unpaid.

Section 702. Equality Of Bonds.

All Bonds authorized hereunder shall be on a parity and rank equally without preference, priority or distinction over any other thereof as to security, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth herein to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the holders of any and all Bonds of each Series. The City covenants that it will not issue any obligations, payable from the Revenues or any other moneys pledged herein, nor voluntarily create or cause or permit to be created any debt, lien, pledge or assignment, having priority to or being on a parity with, the Bonds.

Section 703. Punctual Payment.

The City covenants that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on, all Bonds and all Sinking Fund Payments due hereunder in strict conformity with the terms of such Bonds and of this Indenture and the Supplemental Indenture creating the Bonds of each Series, and that it will faithfully observe and perform all the conditions, covenants and requirements of this Indenture, each such Supplemental Indenture and of the Bonds issued thereunder.

Section 704. Rate Covenant.

(a) The City covenants that it will fix and establish, and revise from time to time whenever necessary, such rentals, rates and other charges for the use and operation of the Airport and for services rendered by the City in the operation thereof in order that in each Fiscal Year Revenues, together with Other Available Funds and any cash balance held in the Revenue Fund on the first day of such Fiscal Year not then required to be deposited in any Fund or Account, will be at least sufficient:

(i) to provide for the payment of Operation and Maintenance Expenses for the Fiscal Year; and

(ii) to provide for the greater of (i) the amounts needed to make the deposits required under Section 503 during such Fiscal Year into the Debt Service Fund, the O. & M. Reserve Account, the Working Capital Account, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, the Repair and Replacement Fund and the Special Project Fund, and (ii) an amount not less than 125% of the Aggregate Debt Service for the Bond Year commencing during such Fiscal Year.

(b) If during any Fiscal Year, Revenues, together with Other Available Funds and such cash balance in the Revenue Fund, are estimated to produce less than the amount required under paragraph (a) of this Section, the City shall revise pursuant to the Airport Use Agreement its rentals, fees and charges thereunder, or alter its methods of operation or take other action in such manner as is necessary to produce the amount so required in such Fiscal Year.

(c) Within 60 days after the end of each Fiscal Year, the City shall furnish to the Trustee a calculation of the coverage required under paragraph (a) of this Section certified by the City Comptroller.

(d) If the certificate specified in paragraph (c) of this Section for any year indicates that the City has not satisfied its obligations under paragraph (a) of this Section, then as soon as practicable, but in any event no later than 60 days after the receipt by the Trustee of such certificate, the City shall employ an Independent Airport Consultant to review and analyze the financial status and the administration and operation of the Airport and to submit to the City, within 60 days after employment of the Independent Airport Consultant, a written report on the same, including the action which the Independent Airport Consultant recommends should be taken by the City with respect to the revision of its rentals, fees, and charges under the Airport Use Agreement, alteration of its methods of operation or the taking of other action that is projected to result in producing the amount so required in the following twelve month period or, if less, the maximum amount deemed feasible by the Independent Airport Consultant. Promptly upon its receipt of the recommendations the City shall, after giving due consideration to the recommendations, revise pursuant to the Airport Use Agreement its rental fees, and charges thereunder or alter its methods of operation, which revisions or alterations need not comply with the Independent Airport Consultant's recommendations so long as any revisions or alterations are projected by the City to result in compliance with paragraph (a) above. The City shall transmit copies of the Independent Airport Consultant's recommendations to the Trustee and to each Bondholder who has requested the same.

(e) If at any time and as long as the City is in full compliance with the provisions of paragraphs (b), (c) and (d) of this Section 704, there shall be no Event of Default under this Indenture as a consequence of the City's failure to satisfy the covenant contained in paragraph (a) of this Section 704 during such period.

Section 705. Against Pledge Of Revenues.

The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in Section 204, other than the Bonds, and shall not create or cause to be created any lien or charge on Revenues, or on any other amounts pledged for the benefit of holders of Bonds under this Indenture; provided, however, that neither this Section nor any other provision of this Indenture shall prevent the City from (a) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Revenues to be derived on and after such date as the pledge contained in Section 204 shall be discharged and satisfied as provided in Section 1401, or (b) from issuing bonds, notes or other evidences of indebtedness (including bonds, notes or other evidences of indebtedness evidencing loans made by the City to the Airport) which are payable out of, or secured by, the pledge of amounts which may be withdrawn from the Junior Lien Obligation Debt Service Fund so long as such pledge is expressly junior and subordinate to the pledge contained in Section 204.

Section 706. Offices For Servicing Bonds.

The City shall at all times maintain one or more agencies in the City of Chicago, Illinois, or the City of New York, New York, where Bonds may be presented for payment, where Bonds may be presented for registration of transfer or exchange and where notices, demands and other documents may be served upon the City in respect of the Bonds, this Indenture or any Supplemental Indenture creating a Series of Bonds. The City hereby appoints the Trustee as agent for all of such purposes.

Section 707. Insurance.

The City shall maintain, or cause to be maintained, the following insurance with respect to the Airport (other than Special Facility Improvements) against such casualties and contingencies and in such amounts as shall reasonably be required to conform to applicable standard or customary insurance practice. Such policies of insurance shall name the City and the Trustee as co-assureds as their interests may appear. Without limiting the foregoing, the City shall maintain, or cause to be maintained, the following insurance:

(a) Insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports.

(b) Comprehensive general public liability insurance to cover injuries to persons and property arising out of the existence or operation of the Airport.

(c) Any coverage required to be maintained by any state or federal law, including worker's compensation coverage and motor vehicle liability coverage.

(d) Any coverage customarily deemed appropriate to protect the interests of the City during the construction or reconstruction of any portion of the Airport.

(e) If, at any time, the City is obligated under any other agreement then in effect with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section, then the provisions of this section shall be subject to the applicable provisions of such other agreement.

Section 708. Use Of Insurance Proceeds.

(a) If the Airport, or any portion thereof, shall be substantially damaged or destroyed by fire or other casualty, the City shall deposit with the Trustee the net proceeds of any insurance received with respect thereto, and the Trustee shall deposit such net proceeds in a special trust account or, in the case of damage to or destruction of any Capital Project then under construction, in the Project Account relating to such Capital Project. Moneys on deposit in any such special trust account or Project Account such be disbursed in the same manner, and subject to the same conditions, as provided in Section 403 with respect to disbursements from the Construction Fund.

(b) Any surplus insurance proceeds deposited in any such special trust account or Project Account shall be transferred or withdrawn from such special trust account or Project Account as specified by the City for any one or more of the following purposes: (i) to make transfers to one or more Project Accounts to pay the costs of other Airport Projects, (ii) to make transfers into the Debt Service Reserve Fund to make up any deficiency therein, (iii) to make transfers to the Debt Service Fund, or (iv) to redeem Bonds in accordance with the provisions of this Indenture and the Supplemental Indenture creating such Bonds.

Section 709. Annual Audit.

The City covenants that it will within six months after the close of each Fiscal Year or as soon thereafter as is practicable, furnish the Trustee with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such Fiscal Year. Such audit shall contain a calculation based on actual data enabling such Independent Accountant to certify that the covenant contained in Section 704 has been satisfied with respect to such Fiscal Year. The City covenants that it will cause a copy of such audit to be mailed, postage prepaid, to each Bond Insurer and to the holders of any Bonds requesting copies thereof. Such audit shall be available for inspection at reasonable times by the holders of the Bonds at the office of the City Comptroller.

Section 710. Power To Issue Bonds And Make Pledge Contained In Section 204.

The City is duly authorized under all applicable laws to issue the Bonds and to execute and deliver this Indenture and to make the pledge contained in Section 204 in the manner and to the extent provided. The Revenues and moneys and securities so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge contained in Section 204 and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The Bonds and the provisions of this Indenture are and will be valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Indenture. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 and all the rights of the Bondholders under this Indenture against all claims and demands.

Section 711. Further Assurances.

The City covenants that it will make or adopt and execute, or cause to be made, adopted and executed, any and all such further ordinances, acts, deeds, conveyances, assignments or assurances as may be reasonably required for effectuating the intention of this Indenture, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Indenture or any Supplemental Indenture.

Section 712. Tax Covenants.

The City shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any Bond to become subject to federal income taxes in addition to federal income taxes to

which interest on such Bond is subject on the date of original issuance thereof.

The City shall comply with the provisions of Section 148(f) of the Code relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

Article VIII.

Administration Of Airport.

Section 801. Management.

The City will not take, or authorize any other person to take, any action which would cause the Federal Aviation Administrator of the F.A.A., Department of Transportation, or any successor to the powers and authority of such Administrator, to suspend or revoke the Airport's airport operating certificate issued under the Federal Aviation Act of 1958, or any successor statute. The City will comply with all valid acts, rules, regulations, orders and directives of any governmental, legislative, executive, administrative or judicial body applicable to the Airport, unless the same shall be contested in good faith, necessary for the Airport to remain operational at all times.

Section 802. Operation And Maintenance Of Airport.

The City shall operate and maintain the Airport in good repair and working order and shall make such repairs thereto as shall be necessary or appropriate in the prudent management thereof to insure its economic and efficient operation at all times. The City will operate the Airport in a manner that will entitle it at all times to charge and collect rentals, fees and charges which the City is entitled to receive or as otherwise permitted by law and shall take all reasonable measures permitted by law to enforce prompt payment to it of such rentals, fees and charges when and as due. The City will, out of the O. & M. Fund, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges (including payments under Section 148 of the Code to the extent not paid from the Construction Fund) lawfully imposed upon the Airport or upon any part thereof, [or upon the Revenues,] when the same shall become due, as well as any lawful claim for labor, materials, or supplies which, if unpaid, might by law become a lien or charge upon the Airport, or which might impair the security of the Bonds.

[Section 803. Maintenance Of Powers.

The City covenants that it will at all times use its best efforts to keep the Airport open for landings and takeoffs of aircraft of any type using facilities similar to those at the Airport and to maintain the powers, functions, duties and obligations now reposed in it pursuant to law, and will not at any time voluntarily do, suffer or permit any act or thing the effect of which would be to hinder, delay or imperil either the payment of the indebtedness evidenced by any of the Bonds or the performance or observance of any of the covenants herein contained. If at any time the City is unable to keep the Airport open for airport purposes as herein provided, it will use its best efforts, to the extent permitted by law, to make such use (including use for other than airport purposes) and take such action with respect to the Airport so as to produce Revenues therefrom in accordance with proper and efficient business practices.]

Section 804. Airport Budget.

The City shall prepare prior to the beginning of each Fiscal Year an annual budget for the Airport setting forth for such Fiscal Year in reasonable detail, among other things, estimated Revenues, Other Available Moneys and Operation and Maintenance Expenses. Such Budget shall be prepared in accordance with applicable law and shall be made available to the City Council in sufficient time for it to act thereon as required by law.

Section 805. Leases And Concessions.

The City shall have the right for any term of years to let to any person, firm or corporation, or grant concessions or privileges in, any land of the Airport or any building or structure on such land for any purpose necessary or incidental to the operation of the Airport or for any purpose which does not in any way interfere with the operation of the Airport.

Section 806. Limitation On Transfer Of Airport.

The City shall not, directly or indirectly, permit the sale, conveyance, mortgage, encumbrance or other disposition of all or substantially all of the Airport or transfer of control of all or substantially all of the Airport, whether of its aviation operations, financial operations or otherwise (any of the foregoing being referred to for purposes of this Section 806 as a "transfer") unless prior thereto all of the following conditions shall have been met:

(a) such transfer shall have been approved in writing by the Mayor and the City Council at a meeting duly called for such purpose;

(b) evidence shall have been obtained in writing confirming that such transfer shall not adversely affect any credit rating on any Bonds issued by any rating agency;

(c) a certificate shall have been received from an Independent Airport Consultant, certifying that in each Bond Year and Fiscal Year, as the case may be, during the five-year period commencing after the Fiscal Year in which such transfer occurs, the City will satisfy the rate covenant set forth in Section 704;

(d) written consent to such transfer shall have been received from the holders and owners of all Bonds then Outstanding;

(e) written consent to such transfer shall have been received from the Trustee; and

(f) written consent to such transfer shall have been received from each provider of credit enhancement of all or a portion of the Bonds, including, without limitation, the provider of any municipal bond guaranty insurance policy or any surety bond issued in the connection therewith, or any letter of credit guaranteeing the payment of principal or interest on Bonds when due.

For purposes of this Section 806 the performance of this covenant shall be deemed to be material to the holders and owners of the Bonds.

Article IX.

Special Facility Improvements.

Section 901. Construction, Installation And Acquisition Of Special Facility Improvements.

The construction, installation and acquisition of Special Facility Improvements is hereby authorized under and pursuant to the terms and conditions hereinafter set forth in this Article.

Section 902. Authorization.

Before any Special Facility Improvement shall be constructed, installed or acquired, pursuant to this Article, the City Council shall adopt an ordinance or resolution describing in reasonable detail, sufficient for identification thereof, the Special Facility Improvement to be constructed, installed or acquired, and before any Special Facility Revenue Bonds are issued, the City

Council shall likewise adopt an ordinance or resolution authorizing the issuance of Special Facility Revenue Bonds to finance the cost of construction, installation, or acquisition of such Special Facility Improvement and prescribing the rights, duties, remedies, and obligations of the City and the holders, from time to time, of such Special Facility Revenue Bonds.

Section 903. Special Facility Revenue Bonds.

The Special Facility Revenue Bonds authorized by the ordinance or resolution referred to in Section 902 may be issued by the City notwithstanding the limitations, restrictions and conditions contained in this Indenture relating to the issuance of Bonds.

Article X.

Supplemental Indentures.

Section 1001. Supplemental Indentures Effective Upon Filing With The Trustee.

For any one or more of the following purposes and at any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council, which, upon the filing with the Trustee of a copy thereof certified by the City Clerk, and the execution and delivery of such Supplemental Indenture by the City and the Trustee, shall be fully effective in accordance with its terms:

(a) To close this Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(b) To add to the covenants and agreements of the City in this Indenture other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(c) To add to the limitations and restrictions in this Indenture other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(d) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Indenture, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Indenture;

(e) To authorize a Series of Bonds and, in connection therewith to specify and determine the matters and things referred to in Section 206 or Section 207, as the case may be, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;

(f) To confirm, as further assurance, the pledge under Section 204, and the subjection to any lien, claim or pledge created or to be created by, this Indenture; and

(g) To modify any of the provisions of this Indenture in any respect whatever, provided that such modification shall be, and be expressed to be, effective only after all Bonds Outstanding at the date of the adoption of such Supplemental Indenture shall cease to be Outstanding.

Section 1002. Supplemental Indentures Effective Upon Consent Of Trustee.

(a) For any one or more of the following purposes and at any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council, which, upon (i) the filing with Trustee of a copy of such ordinance certified by the City Clerk, (ii) the filing with the Trustee and the City of an instrument in writing made by the Trustee consenting thereto, and (iii) the execution and delivery of such Supplemental Indenture by the City and the Trustee, shall be fully effective in accordance with its terms:

(1) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Indenture; or

(2) To insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture as theretofore in effect.

(3) To provide additional duties of the Trustee under this Indenture.

(b) Any such Supplemental Indenture may also contain one or more of the purposes specified in Section 1001, and in that event, the consent of the Trustee required by this Section shall be applicable only to those provisions of such Supplemental Indenture as shall contain one or more of the purposes set forth in subsection (a) of this Section.

Section 1003. Supplemental Indentures Effective With Consent Of Bondholders.

At any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council, subject to consent by Bondholders in accordance with and subject to the provisions of Article XI, which Supplemental Indenture, upon the filing with the Trustee of a copy thereof certified by the City Clerk, upon compliance with the provisions of Article XI, and upon execution and delivery of such Supplemental Indenture by the City and the Trustee, shall become fully effective in accordance with its terms.

Section 1004. General Provisions.

(a) This Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article and Article XI. Nothing in this Article or Article XI contained shall affect or limit the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any ordinance, resolution, act or other instrument pursuant to the provisions of Section 711 or the right or obligation of the City to execute and deliver to the Trustee any instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustee.

(b) Any ordinance authorizing a Supplemental Indenture referred to and permitted or authorized by Sections 1001 and 1002 may be adopted by the City Council without the consent of any of the Bondholders, but such Supplemental Indenture shall be executed and delivered by the City and the Trustee and shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. Every Supplemental Indenture delivered to the Trustee for execution shall be accompanied by a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully authorized by the City Council and executed by the City in accordance with the provisions of this Indenture, and will, when executed and delivered by the Trustee, be valid and binding upon the City and enforceable in accordance with its terms.

(c) The Trustee is hereby authorized to enter into, execute and deliver any Supplemental Indenture referred to and permitted or authorized by Sections 1001, 1002 or 1003 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel (which may be a Counsel's Opinion) that such Supplemental Indenture is authorized or permitted by the provisions of this Indenture.

(d) No Supplemental Indenture shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

(e) Any Supplemental Indenture executed and delivered pursuant to Section 1002 or Article XI shall not take effect until the written consent to such modification or amendment of each Bond Insurer of an Outstanding Insured Bond shall have been filed with the Trustee.

Article XI.

Amendments.

Section 1101. Notices.

Any provision in this Article for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid only to each registered owner of Bonds then Outstanding at his address, if any, appearing upon the books of the City kept at the principal corporate trust office of the Trustee, to each Bond Insurer and to the Trustee.

Section 1102. Powers Of Amendment.

Any modification or amendment of the provisions of this Indenture or of any Supplemental Indenture or of the rights and obligations of the City and of the holders of the Bonds thereunder, in any particular, may be made by a Supplemental Indenture, with the written consent given as herein provided in Section 903 of the holders of at least a majority in principal amount of the Bonds Outstanding at the time such consent is given, but no such modification or amendment shall permit a change in the maturity or terms of redemption of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the amount of principal amount or Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto, or shall reduce the percentages or otherwise affect the description of Bonds the consent of the holders of which is required to effect any such modification or amendment.

Section 1103. Consent Of Bondholders.

The City may at any time authorize a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Trustee) together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the City to Bondholders and to each Bond Insurer (but failure to mail such copy

and request shall not affect the validity of the Supplemental Indenture when consented to as in this Section provided). Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when, (a) there shall have been filed with the Trustee (i) the written consents of the holders of a majority of Outstanding Bonds as specified in Section 902, and (ii) a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully executed and delivered by the City and the Trustee in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and will be valid and binding upon the City and enforceable in accordance with its terms upon its becoming effective as in this Section provided, and (b) a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1313. A certificate or certificates by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient under the provisions of Section 1313 shall be conclusive that the consents have been given by the holders of the Bonds described in such certificate or certificates of the Trustee. Any such consent shall be binding upon the holder of the Bonds giving such consent and upon any subsequent holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent holder thereof has notice thereof), provided that such consent may be subsequently revoked by the holder of such Bonds giving such consent or a subsequent holder thereof by filing such revocation with the Trustee, prior to the time when the written statement of the Trustee hereinafter in this Section provided for is filed. The fact that a consent has not been revoked may likewise be proved by a certificate by the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee.

At any time after the holders of a majority of Outstanding Bonds shall have filed their consents to such Supplemental Indenture, the Trustee shall make and file with the City and the Trustee a written statement that the holders of such a majority of Outstanding Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that such Supplemental Indenture (which may be referred to as a Supplemental Indenture entered into by the City and the Trustee as of a stated date, a copy of which is on file with the Trustee) has been consented to by the holders of a majority of Outstanding Bonds and will be effective as provided in this Section, shall be given by the City by mailing such notice to Bondholders and each Bond Insurer (but failure to mail such notice shall not prevent such Supplemental Indenture from becoming effective and binding as in this Section provided). The City shall file with the Trustee proof of the mailing of such notice.

A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Indenture making such modification or amendment shall be

deemed conclusively binding upon the City, the Trustee, each Bond Insurer and the holders of all Bonds at the expiration of forty days after filing with the Trustee of the proof of the mailing of such last-mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Indenture in a legal action or equitable proceeding for such purpose commenced within such forty-day period, of which decree timely notice shall have been given to the Trustee; provided, however, that the Trustee and the City during such forty-day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as they may deem expedient.

Section 1104. Modifications By Unanimous Action.

The terms and provisions of this Indenture or any Supplemental Indenture and the rights and obligations of the City and of the holders of the Bonds hereunder and thereunder may be modified or amended in any respect upon the consent of the holders of all the Bonds then Outstanding to the execution and delivery of such Supplemental Indenture, such consent to be accompanied by proof of the holding (at the date of such consent) of the Bonds with respect to which such consent is given. No notice to Bondholders shall be required. No such modification or amendment shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Section 1105. Exclusion Of Bonds.

Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the City shall furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 1106. Notation On Bonds.

Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to such action, and in that case upon demand of the holder of any Bond Outstanding at such effective date and presentation of his or her Bond for that purpose at the principal corporate trust office of the Trustee or upon any exchange or registration of transfer of

any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such exchange or registration of transfer by the Trustee as to any such action. If the City or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the City to conform to such action shall be prepared, authenticated and delivered, and upon demand of the holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same series and maturity then Outstanding, upon surrender of such Bonds.

Article XII.

Default And Remedies.

Section 1201. Events Of Default.

Each of the following events of default is hereby declared an "Event of Default":

(a) Payment of the principal or Redemption Price, if any, of any Bond shall not be made when and as the same shall become due, whether at maturity or upon call for redemption or otherwise;

(b) Payment of any installment of interest on any Bond shall not be made when the same shall become due;

(c) The City shall fail or refuse to comply with the provisions of this Indenture, or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or the Bonds, which materially affects the rights of the holders of the Bonds, and such failure, refusal or default shall continue for a period of 45 days after written notice thereof by the Trustee or the holders of not less than 25% in principal amount of the Outstanding Bonds; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45-day period, the time to cure shall be extended for such period as may be necessary to remedy the default with all due diligence; or

(d) An Event of Default shall occur and be continuing under the provisions of any Supplemental Indenture.

Section 1202. Remedies.

(a) Upon the happening and continuance of any Event of Default specified in paragraphs (a) or (b) of Section 1201, the Trustee shall proceed, or upon

the happening and continuance of any Event of Default specified in paragraphs (c) or (d) of Section 1201, the Trustee may proceed, and upon the written request of the holders of not less than 25% in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions of this Section, to protect and enforce its rights and the rights of the Bondholders by such of the following remedies as the Trustee, being advised by Counsel, shall deem most effectual to protect and enforce such rights:

(i) By mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bondholders, including the right to require the City to receive and collect Revenues adequate to carry out the covenants and agreements as to such Revenues and the pledge contained in Section 204 and to require the City to carry out any other covenant or agreement with Bondholders and to perform its duties under this Indenture;

(ii) By bringing suit upon the Bonds;

(iii) By action or suit in equity, require the City to account as if it were the trustee of an express trust for the Bondholders; or

(iv) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

(b) In the enforcement of any rights and remedies under this Indenture, the Trustee shall be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due and unpaid from the City but only out of moneys pledged as security for the Bonds for principal, Redemption Price, interest or otherwise, under any provision of this Indenture or any Supplemental Indenture or of the Bonds, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce a judgment or decree against the City for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available under this Indenture for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 1203. Priority Of Payments After Default.

(a) In the event that upon the happening and continuance of any Event of Default, the moneys held by the Trustee shall be insufficient for the payment of principal or Redemption Price, if any, and interest then due on the Bonds, such moneys (other than moneys held for the payment or

redemption of particular Bonds which have theretofore become due at maturity or by call for redemption) and any other moneys received or collected by the Trustee acting pursuant to this Article, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the holders of the Bonds and for the payment of the charges and expenses and liabilities incurred and advances made by the Trustee in the performance of its duties under this Indenture, shall, except as otherwise provided with respect to money held for the exclusive benefit of Bonds of a particular Series under the provisions of a Supplemental Indenture, be applied as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any installment, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates with interest on such Bonds from the respective dates upon which such principal or Redemption Price became due at the rate borne by the Bonds and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the Trustee, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee and the Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate for the fixing of any such date. The Trustee shall not be

required to make payment to the holder of any Bond unless such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 1204. Termination Of Proceedings.

In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

Section 1205. Bondholders' Direction Of Proceedings.

The holders of the majority in principal amount of the Bonds then Outstanding shall have the right by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, except that such direction shall not be otherwise than in accordance with law or the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

Section 1206. Limitation On Rights Of Bondholders.

(a) No holder of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law under this Indenture, or for the Protection or enforcement of any right or remedy under this Indenture or any right under law unless such holder shall have given to the Trustee written notice of the Event of Default or breach of duty on account to which such suit, action or proceeding is to be taken, and unless the holders of not less than 25% in principal amount of the Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have occurred, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Indenture or for any other remedy under this Indenture or under law. It is

understood and intended that no one or more holders of the Bonds hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right under this Indenture or under law with respect to the Bonds or this Indenture, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all holders of the Outstanding Bonds.

(b) Each holder of any Bond by his acceptance thereof shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding at least 25% in principal amount of the Bonds Outstanding, or to any suit instituted by any Bondholder for the enforcement of the payment of the principal or Redemption Price of or interest on any Bond on or after the respective due date thereof expressed in such Bond.

(c) Nothing in this Article contained shall affect or impair the right of any Bondholder to enforce the payment of the principal or Redemption Price, if any, of and interest on his Bonds, or the obligation of the City to pay the principal or Redemption Price, if any, of and interest on each Bond issued under this Indenture to the holder thereof at the time and place in said Bond expressed.

(d) Any holder of an Outstanding Insured Bond may exercise rights under paragraph (a) of this Section only upon the written consent of the Bond Insurer of such Insured Bond, provided that such consent shall not be required if the rights of such Bond Insurer have ceased and terminated as provided in paragraph (a) of Section 1404.

Section 1207. Possession Of Bonds By Trustee Not Required.

All rights of action under this Indenture or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the holders of such Bonds, subject to the provisions of this Indenture.

Section 1208. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Bondholders by this Indenture is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 1209. No Waiver Of Default.

No delay or omission by the Trustee or by any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein and every power and remedy given by this Indenture to the Trustee and the holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 1210. Notice To Bondholders.

The Trustee shall give to each Bond Insurer and to the Bondholders notice of each Event of Default under this Indenture known to the Trustee within 90 days after knowledge of the occurrence thereof, unless such Event of Default shall have been remedied or cured or necessary moneys provided before the giving of such notice; but, except in the case of default in the payment of the principal or Redemption Price, if any, of or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of each Bond Insurer and the Bondholders. Each such notice shall be given by the Trustee by mailing written notice thereof; (a) to all holders of Bonds, as the names and addresses of such holders appear upon the books for registration and transfer of Bonds as kept by the Trustee, (b) to each Bond Insurer, and (c) to such other persons as is required by law.

Article XIII.

Concerning The Trustee.

Section 1301. Trustee.

The Trustee hereunder shall be a bank, trust company or national banking association having the powers of a trust company doing business and having its principal corporate trust office in the City of Chicago, in the

State of Illinois, having a combined capital, surplus and undivided profits in excess of $100,000,000 if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

Section 1302. Responsibilities Of Trustee.

(a) The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or any Supplemental Indenture or of any Bonds issued thereunder or in respect of the security afforded by this Indenture or any Supplemental Indenture, and the Trustee shall not incur any responsibility in respect thereof. The Trustee shall, however, be responsible for its representation contained in its certificate of authentication on the Bonds. The Trustee shall not be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof except to the extent such proceeds are paid to the Trustee in its capacity as Trustee, or the application of any moneys paid to the City or others in accordance with this Indenture or any Supplemental Indenture. The Trustee shall not be under any obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any action of suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of paragraph (b) of this section, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

(b) The Trustee, prior to the occurrence of an Event of Default and after the remedy of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and each Supplemental Indenture. In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by law, this Indenture and each Supplemental Indenture, and shall use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Any provision of this Indenture and any Supplemental Indenture relating to action taken or so to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this section.

Section 1303. Funds Held In Trust And Security Therefor.

All moneys held by the Trustee, as such, at any time pursuant to the terms of this Indenture and any Supplemental Indenture shall be and hereby are assigned, transferred and set over unto the Trustee in trust for the purposes

and upon the terms and conditions of this Indenture and such Supplemental Indenture. Subject to the provisions of Section 505 as to investment of moneys held hereunder, all moneys (not including securities) held by the Trustee, as such, may be deposited by the Trustee in its banking department or with such other banks, trust companies, or national banking associations, each having its principal place of business in the City of Chicago, Illinois, as may be designated by the City and approved by the Trustee. No such funds shall be deposited with any bank, trust company or national banking association, other than the Trustee, in an amount exceeding 25% of the amount which an officer of such bank, trust company or national banking association shall certify to the Trustee and the City as the combined capital, surplus and undivided profits of such bank, trust company or national banking association. No such funds shall be deposited or remain on deposit with any bank, trust company or national banking association in excess of the amount insured by the Federal Deposit Insurance Corporation, unless (a) such bank, trust company or national banking association shall have deposited in trust with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the Trustee and the City, pledged to some other bank, trust company or national banking association, for the benefit of the City and the appropriate Fund or Account, as collateral security for the moneys deposited, Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to [110%] of the amount of such moneys, or (b) in lieu of such collateral security as to all of any part of such moneys, there shall have been deposited in trust with the trust department of the Trustee, for the benefit of the City and the appropriate Fund or Account, and remain in full force and effect as security for such moneys or part thereof, the indemnifying bond or bonds of a surety company or companies qualified as surety for deposits of funds of the United States of America and qualified to transact business in the State of Illinois in a sum at least equal to the amount of such moneys or part thereof. The Trustee shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar moneys of similar size and under similar conditions or as required by law. Interest in respect of moneys or on securities in any Fund or Account shall be credited in each case to the Fund or Account in which such moneys or securities are held.

Section 1304. Evidence On Which Trustee May Act.

The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any Fund or Account, such matter

(unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Indenture or any Supplemental Indenture upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

Section 1305. Compensation And Expenses.

The City shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture or any Supplemental Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees incurred in and about the performance of their powers and duties under this Indenture or any Supplemental Indenture, and, except as provided in any Supplemental Indenture, the Trustee shall have a lien therefor on any and all moneys at any time held by it under this Indenture or any Supplemental Indenture. The City further agrees to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, which are not due to its negligence or default.

Section 1306. Permitted Acts And Functions.

The Trustee may become the owner of any Bonds, with the same rights it would have if it were not the Trustee. To the extent permitted by law, the Trustee may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds, this Indenture or any Supplemental Indenture, whether or not any such committee shall represent the holders of a majority in principal amount of the Bonds then Outstanding.

Section 1307. Resignation.

The Trustee may at any time resign and be discharged of its duties and obligations created by this Indenture by giving not less than 60 days written notice to the City and mailing notice thereof, to each Bond Insurer and to the Bondholders at their addresses shown on the registration books kept by the Trustee within 20 days after the giving of such written notice. Such

resignation shall take effect upon the appointment of a successor by the City or Bondholders as herein provided.

Section 1308. Removal.

The Trustee may be removed at any time by the holders of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the City, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Bondholders or by their attorneys duly authorized in writing and delivered to the City. Copies of each such instrument shall be delivered by the City to each Bond Insurer and to the Trustee and any successor. The City may remove the Trustee at any time, except during the existence of an Event of Default, for such cause as shall be determined in the sole discretion of the City by filing with the Trustee an instrument signed by an Authorized Officer and by mailing notice thereof to each Bond Insurer and to Bondholders at their addresses shown on the registration books kept by the Trustee. Any removal of the Trustee shall take effect upon the appointment of a successor Trustee.

Section 1309. Appointment Of Successor.

In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, a successor may be appointed by the holders of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the City, by an instrument or concurrent instruments in writing signed by such Bondholders or their attorneys duly authorized in writing and delivered to such successor Trustee, notification thereof being given to the City, each Bond Insurer and the predecessor Trustee. Pending such appointment, the City shall forthwith appoint a Trustee to fill such vacancy until a successor Trustee (if any) shall be appointed by Bondholders as herein authorized. The City shall mail notice to each Bond Insurer and to Bondholders of any such appointment within 20 days after such appointment. Any successor Trustee appointed by the City shall, immediately and without further act, be superseded by a Trustee appointed by Bondholders. If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the City written notice of resignation as provided in Section 1307 or after the occurrence of any other event requiring or authorizing such appointment, the Trustee, any Bond Insurer or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint such successor Trustee. Any Trustee appointed under the provisions of this Section shall be a bank, trust company or national banking

association, doing business and having its principal corporate trust office in the City of Chicago, having a combined capital, surplus and undivided profits of at least $100,000,000, and having trust powers.

Section 1310. Transfer Of Rights And Property To Successor.

Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor Trustee, and also to the City, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, but the Trustee ceasing to act shall nevertheless, on the written request of the City or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City.

Section 1311. Merger Or Consolidation.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee or a court of competent jurisdiction may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act; provided that such company shall be a bank or trust company or national banking association that is qualified to be a successor to the Trustee under Section 1309 and shall be authorized by law to perform all the duties imposed upon it by this Indenture and any Supplemental Indenture.

Section 1312. Adoption Of Authentication.

In case any of the Bonds contemplated to be issued under this Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in

case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee, or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Indenture provided that the certificate of the Trustee shall have.

Section 1313. Evidence Of Signatures Of Bondholders And Ownership Of Bonds.

(a) Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Bondholder or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(2) The authority of the person or persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

(b) The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books. Any request, consent or vote of the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Article XIV.

Miscellaneous.

Section 1401. Defeasance.

(a) If the City shall pay or cause to be paid to the holders of the Bonds, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein, in this Indenture and in the Supplemental Indentures creating such Bonds, then, at the option of the City expressed in a Certificate of an Authorized Officer delivered to the Trustee, the pledge contained in Section 204 and the pledge of other moneys, securities and funds hereby pledged and the covenants, agreements and other obligations of the City to the Bondholders hereunder shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City expressed in a Certificate of an Authorized Officer delivered to the Trustee, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Trustee shall pay over or deliver to the City all moneys or securities held by it pursuant to this Indenture and such Supplemental Indentures which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

(b) Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice, (ii) there shall have been deposited with the Trustee by or on behalf of the City either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due (without reinvestment thereof) will provide moneys which, together with the moneys, if any, on deposit with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 45 days, the City shall have given the Trustee, in form satisfactory to it, irrevocable instructions to mail, as soon as practicable, a notice to the holders of such Bonds that the deposit required by clause (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, of, and accrued interest on, said Bonds. Except as provided in paragraph (e) of this Section, neither the Defeasance Obligations or any

moneys so deposited with the Trustee nor any moneys received by the Trustee on account of principal of or interest on said Defeasance Obligations shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal or Redemption Price of the Bonds for the payment or redemption of which they were deposited and the interest accrued thereon to the date of maturity or redemption.

(c) No defeasance of a Bond that is to be paid more than 90 days after the date of the deposit referred to in clause (ii) of paragraph (b) of this Section shall be effective until the Trustee shall have received a verification report signed by an independent certified public accountant that the Defeasance Obligations and moneys to be deposited for such purpose are sufficient to pay the principal and Redemption Price of, and interest on, all Bonds with respect to which provision for payment is to be made pursuant to this Section by virtue of the deposit of such Defeasance Obligations and moneys.

(d) In the event that the principal of and interest on all Insured Bonds shall be paid by Bond Insurers pursuant to the terms of Bond Insurance Policies, the pledge of revenues, securities and funds and all other covenants, agreements and other obligations of the City to the holders of Insured Bonds shall continue to exist and each Bond Insurer shall be fully subrogated to the rights of such holders of Insured Bonds.

(e) Defeasance Obligations and moneys held pursuant to this Section may be withdrawn by the City provided that there is substituted in place of such Defeasance Obligations and moneys other Defeasance Obligations and moneys sufficient for the purposes of this Section and, provided further that, prior to such substitution there is filed with the Trustee (i) a verification report signed by an independent certified public accountant that the Defeasance Obligations and moneys, as substituted, are sufficient to pay the principal and Redemption Price of, and interest on, all Bonds with respect to which provision for payment was made by deposit of such substituted Defeasance Obligations pursuant to the provisions of this Section and (ii) an opinion of Bond Counsel to the effect that such substitution has been duly authorized in accordance with this Indenture and will not affect adversely the tax-exempt status of any Bonds previously authenticated and delivered under this Indenture.

Section 1402. Funds Held For Particular Bonds.

(a) The amounts held by the Trustee for the payment of the interest, principal or Redemption Price or accrued interest due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the holders of the Bonds entitled thereto and for the purposes of this Indenture, such interest, principal or Redemption Price, after the due date thereof shall no longer be considered to be unpaid.

(b) If, through the deposit of moneys by the City or otherwise, the Trustee shall hold, pursuant to this Indenture, moneys sufficient to pay the principal and interest to maturity on all Outstanding Bonds, or in the case of Bonds in respect of which the City shall have taken all action necessary to redeem prior to maturity, sufficient to pay the Redemption Price and interest to such redemption date, then at the request of the City all moneys held by the Trustee shall be held for the payment or redemption of Outstanding Bonds.

(c) Any moneys held by the Trustee in trust for the payment and discharge of any of the Bonds that remain unclaimed for six years after the date when all of the Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee at such date, or for six years after the date of deposit of such moneys if deposited with the Trustee after the said date when all of the Bonds became due and payable, shall, at the written request of the City, be repaid by the Trustee to the City, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged.

Section 1403. Preservation And Inspection Of Documents.

All reports, certificates, statements, and other documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be available at all reasonable times to the inspection of the City, any Bond Insurer or any Bondholder, and their agents and their representatives, any of whom may make copies thereof, but any such reports, certificates, statements or other documents (other than items received pursuant to Section 1401) at the election of the Trustee, may be destroyed or otherwise disposed of at any time six years after such date as the pledge created by this Indenture shall be discharged as provided in Section 1401 or, in the case of items received pursuant to Section 1401, at any time six years after the final payment of all Bonds.

Section 1404. Rights Of Bond Insurers.

(a) All rights of any Bond Insurer under Article X, Article XI, and Article XII shall cease and terminate if: (i) such Bond Insurer has failed to make any payment under its Bond Insurance Policy; (ii) such Bond Insurance Policy shall cease to be valid and binding on such Bond Insurer or shall be declared to be null and void, or the validity or enforceability of any provision thereof is being contested by such Bond Insurer, or such Bond Insurer is denying further liability or obligation under such Bond Insurance Policy; (iii) a petition has been filed and is pending against such Bond Insurer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, and has not been dismissed within 60 days after such filing; (iv) such Bond Insurer has filed a petition, which is still pending, in voluntary bankruptcy

or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation or rehabilitation law of any jurisdiction, or has consented to the filing of any petition against it under any such law; or (v) a receiver has been appointed for such Bond Insurer under the insurance laws of any jurisdiction.

(b) As long as any Bond Insurance Policy shall be in full force and effect, the City and the Trustee shall comply with all provisions of the Bond Insurance Policy and of the Bond Insurer's commitment for issuance of the Bond Insurance Policy.

Section 1405. No Recourse Under Indenture Or On Bonds.

All covenants, stipulations, promises, agreements and obligations of the City contained in this Indenture or any Supplemental Indenture shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer or employee of the City in his individual capacity, and no recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Indenture or any Supplemental Indenture against any officer or employee of the City or any natural person executing the Bonds.

Section 1406. No Pledge Of Taxing Power.

Notwithstanding any provision of this Indenture to the contrary, no provision of this Indenture shall be construed as a pledge of the general credit or taxing power of the City. The City's obligations hereunder are payable solely from Revenues and Other Available Moneys derived by the City from the Airport, and no obligation of the City hereunder shall be required to be satisfied from any other source.

Section 1407. Notices.

Except at otherwise provided herein, all notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given to the parties required hereunder to receive such notice, certificate or communication when mailed by registered mail, postage prepaid, addressed as follows:

If To The City:

City of Chicago
Office of Comptroller
Room 501, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: City Comptroller

With A Copy To:

City of Chicago
Department of Aviation
Room 1111, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner of the
Department of Aviation

If To The Trustee:

American National Bank and
Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Corporate Trust
Department

In case by reason of the suspension of mail service, it shall be impracticable to give notice by mail of any event to the owners of any Bonds, to the City, to the Trustee or to any other person to whom such notice is required to be mailed by the provisions of any Supplemental Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be sufficient.

Section 1408. Counterparts.

This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1409. Applicable Law.

This Indenture shall be governed exclusively by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in the State of Illinois.

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 hereunto affixed and attested by its City Clerk; and to evidence its acceptance of the trusts hereby created the Trustee has caused these presents to be signed in its name and behalf by one of its Authorized Signatories, its corporate seal to be hereunto affixed, and the same to be attested by one of its Authorized Signatories, all as of the first day of [March] ____, 1994.

City of Chicago

By: _____
City Comptroller

(Seal)

Attest:

_____
City Clerk

American National Bank and
Trust Company of Chicago,
as Trustee

By: _____
Authorized Signatory

(Seal)

Attest:

_____
Authorized Signatory

Exhibit "C".

City Of Chicago

To

American National Bank And Trust Company Of Chicago,

As Trustee.

First Supplemental Indenture

Securing Chicago Midway Airport Revenue Bonds, 1994 Series A.

Dated As Of _____, 1994.

Supplementing a Master Indenture of Trust Securing Chicago Midway Airport General Airport Revenue Bonds dated as of [March 1], 1994, from the City of Chicago to American National Bank and Trust Company of Chicago, as Trustee.

This First Supplemental Indenture, made and entered into as of [March 1], 1994 from the City of Chicago (the "City"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to American National Bank and Trust Company of Chicago (the "Trustee"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located at 33 North LaSalle Street, Chicago, Illinois, as Trustee;

Witnesseth:

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

Whereas, The City owns and operates an airport known as Chicago Midway Airport; and

Whereas, The City has heretofore determined to improve said airport and to issue Bonds (as hereinafter defined), payable solely from Revenues (as hereinafter defined), to pay the cost of improvements to, and expansions of, said airport; and

Whereas, The City has entered into a Master Indenture of Trust Securing Chicago Midway Airport Revenue Bonds, dated as of [March 1], 1994, with the Trustee (the "Indenture") which authorizes the issuance of such Bonds in one or more Series pursuant to one or more Supplemental Indentures; and

Whereas, In order to finance the cost of certain Airport Projects (as defined in the Indenture) and pay costs and expenses incidental thereto and to the issuance of the Bonds, the City has authorized the issuance and sale of $_____ aggregate principal amount of Chicago Midway Airport Revenue Bonds, 1994 Series A (the "Bonds"); and

Whereas, The Bonds, and the Trustee's Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this First Supplemental Indenture, to wit:

[Form Of Bond]

No. R-_____ $_____

United States Of America

State Of Illinois

City Of Chicago

Chicago Midway Airport Revenue Bond,
1994 Series A

Interest Rate	Maturity Date	Dated Date	C.U.S.I.P.

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 _____, 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 sum of _____ Dollars ($_____) and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum 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 Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360 day year consisting of twelve 30-day months, payable on _____ 1, 1994 and semiannually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rates due on this Bond. 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 American National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee, or its successor in trust (the "Trustee"); provided, however, that payment of the interest on any Interest Payment Date (as defined in the Indenture) shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at his or her address as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar as of the close of business on such Record Date, 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 of the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall only be made with respect to an owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date; 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 registered owners as provided in the Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of the principal of and interest on this Bond.

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or of any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon. The Bonds are payable solely from the

revenues in the Indenture (as hereinafter defined) 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.

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. All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

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 the manual or facsimile of its corporate seal to be printed hereon and attested by the manual of facsimile signature of its City Clerk.

Dated: _____

City of Chicago

By: _____
Mayor

[Seal]

Attest:

_____
City Clerk

[Form Of Trustee's Certificate Of Authentication.]

This Bond is one of the Bonds described in the within-mentioned Indenture.

American National Bank and
Trust Company of Chicago,
as Trustee

By: _____
Authorized Signature

[Form Of Reverse Of 1994 Series A Bond.]

This Bond is one of an authorized series 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 a Master Indenture of Trust Securing Chicago Midway Airport Revenue Bonds, dated as of _____, 1994, as amended, from the City to American National Bank and Trust Company of Chicago, in the City of Chicago, Illinois (the "Trustee"), as supplemented by a First Supplemental Indenture Securing Chicago Midway Airport Revenue Bonds, 1994 Series A, dated as of _____, 1994, from the City to the Trustee (collectively, the "Indenture"), for the purpose of financing the costs of certain Airport Projects (as defined in the Indenture) and paying costs and expenses incidental thereto and to the issuance of the Bonds.

The Bonds and the interest thereon are payable from Revenues (as defined in the Indenture) pledged to the payment thereof under the Indenture and certain other moneys held by or on behalf of the Trustee.

Copies of the Indenture are on file at the principal corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture.

Bonds may be transferred on the books of registration kept by the Bond Registrar by the registered owner in person or by his or her duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the registered owner or his or her duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the registered owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the registered owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or Bonds after the giving of notice calling such Bond for redemption or partial redemption has been made.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, 20__, are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the date of redemption:

Year	Principal Amount

If the City redeems Bonds maturing on January 1, 20__ pursuant to optional redemption or purchases such Bonds and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be credited against the unsatisfied balance of future Sinking Fund Payments or the final maturity amount in such amount and against such Sinking Fund Payments or final maturity amount as shall be determined by the City in a Certificate of an Authorized Officer filed with the Trustee prior to the mailing of the notice of redemption of such Bonds or, in the absence of such determination, shall be credited against the unsatisfied balance of the applicable Sinking Fund Payments in inverse order of their payment dates.

The Bonds maturing on January 1, 200__ are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, 200__, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at the respective Redemption Prices (expressed as percentages of the principal amount of Bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

Period (both dates inclusive)	Redemption Price (expressed as a percentage)

Notice of any such redemption must be given by the Trustee by first class mail not less than 30 nor more than 60 days prior thereto to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part are limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

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.

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 Defeasance 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]

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:

Unif. Gift Min. Act --

Ten. Com. --	as tenants in common	_____ (Cust.)	Custodian _____ (Minor)
Ten. Ent. --	as tenants by the entireties	under Uniform Gifts to Minors Act	

Jt. Ten. -- as joint tenants with right of survivorship and not as tenants in common

_____
(State)

Additional abbreviations may also be used, though not in the above list.

For Valued 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: _____

_____

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

Now, Therefore, This First Supplemental Indenture Witnesseth:

Granting Clauses.

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the registered owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee

at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "Trust Estate"):

Granting Clause First.

All right, title and interest of the City in and to Revenues, to the extent pledged and assigned in the granting clauses of the Indenture.

Granting Clause Second.

All moneys and securities from time to time held by the Trustee under the terms of this First Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

Granting Clause Third.

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

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

In Trust Nevertheless, Upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds, without privilege, priority or distinction as to

the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

Provided, However, That if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture and this First Supplemental Indenture and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this First Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this First Supplemental Indenture shall remain in full force and effect.

This First Supplemental Indenture Further Witnesseth, And it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds, as follows:

Article I.

Definitions.

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this First Supplemental Indenture:

"Authorized Denomination" means $5,000 or any integral multiple thereof.

"Bonds" means the Chicago Midway Airport Revenue Bonds, 1994 Series A, authorized to be issued pursuant to Section 2.01 hereof.

"Business Day" means a day except Saturday, Sunday or any day on which banking institutions located in the States of New York or Illinois are required or authorized to close or on which the New York Stock Exchange is closed.

"Date of Issuance" means the date of original issuance and delivery of the Bonds hereunder.

"First Supplemental Indenture" means this First Supplemental Indenture and any amendments and supplements hereto.

"Indenture" means the Master Indenture of Trust Securing Chicago Midway Airport Revenue Bonds, dated as of [March 1], 1994, from the City to the Trustee, pursuant to which Chicago Midway Airport General Airport Revenue Bonds are authorized to be issued, and any amendments and supplements thereto, including this First Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture, as amended.

"Interest Payment Date" means January 1 and July 1 of each year, commencing _____ 1, 1994.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice of the Trustee.

"Ordinance" means the ordinance duly adopted and approved by the City Council of the City on _____, 1994, which authorizes the issuance and sale of the Bonds and the execution of this First Supplemental Indenture.

"Participant" when used with respect to any Securities Depository, means any participant of such Securities Depository.

"Record Date" means June 15 and December 15 of each year.

"S. & P." means Standard & Poor's Ratings Group, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Securities Depository" means any securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Bonds.

"State" means the State of Illinois.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means American National Bank and Trust Company of Chicago, a national banking association organized and existing under the laws of the United States of America, and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor Trustee at the time serving as successor trustee hereunder.

Article II.

The Bonds.

Section 2.01 Authorized Amount Of Bonds.

No Bonds may be issued under the provisions of this First Supplemental Indenture except in accordance with this Article. The Bonds are being issued to provide funds to finance the costs of certain Airport Projects and to pay Costs of Issuance of the Bonds. Except as provided in Section 305 of the Indenture, the total principal amount of Bonds that may be issued hereunder is expressly limited to $_____.

Section 2.02 Issuance Of Bonds; Denominations; Numbers.

The Bonds shall be designated "City of Chicago Midway Airport Revenue Bonds, 1994 Series A".

The Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date, in which case the Bonds shall be dated as of such Interest Payment Date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event the Bonds shall be dated as of _____, 1994.

The Bonds shall be issued as registered bonds without coupons. The Bonds shall be issued only in Authorized Denominations. The Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then

contemporaneously outstanding (in order of issuance) according to the records of the Trustee.

The Bonds shall mature on January 1 of each of the following years and bear interest at the following interest rates per annum:

Year	Principal Amount	Interest Rate

Interest on the Bonds shall be payable on January 1 and July 1 of each year, commencing _____, 1994. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Section 2.03 Form Of Bonds; Temporary Bonds.

The Bonds issued under this First Supplemental Indenture shall be substantially in the form hereinbefore set forth, with such appropriate variations, omissions and insertions as are permitted or required by this First Supplemental Indenture.

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

Section 2.04 Delivery Of Bonds.

Upon the execution and delivery of this First Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section 2.04 provided.

Prior to the delivery by the Trustee of any of the bonds there shall be filed with the Trustee:

(1) A copy, duly certified by the City Clerk of the City, of the Ordinance;

(2) Original executed counterparts of the Indenture and this First Supplemental Indenture;

(3) A Counsel's Opinion to the effect that (i) the City had the right and power to adopt the ordinance; (ii) the ordinance has been duly and lawfully adopted by the City Council, is in full force and effect and is valid and binding upon the City and is enforceable in accordance with its terms; (iii) the Indenture and this First Supplemental Indenture have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and are enforceable in accordance with their terms; (iv) the Indenture and this First Supplemental Indenture create the valid pledge of Revenues, moneys and securities which they purport to create; and (v) upon the execution, authentication and delivery thereof, the Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State, the Indenture and this Supplemental Indenture;

(4) A written order as to the delivery of the Bonds, executed by an Authorized Officer stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery and (ii) that no Event of Default has occurred and is continuing under the Indenture or this First Supplemental Indenture;

[(5) A Certificate of the Independent Airport Consultant setting forth estimates of Revenues and Operation and Maintenance Expenses and other amounts required to be deposited into the funds and accounts created under the Indenture for each of the three (3) Fiscal Years following the issuance of the Bonds, and demonstrating that the Revenues in each such Fiscal Year shall be not less than that required under Section 704 of the Indenture.]

Section 2.05 Book-Entry Provisions.

The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with _____ or another Securities Depository, any provisions of this First Supplemental Indenture to the contrary notwithstanding.

(a) Payments. The Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the Bonds, in next day funds on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this First Supplemental Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial

owners of the Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. In such different manner of payment as agreed upon, the City shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) Replacement of the Securities Depository. The City may discontinue use of a Securities Depository as the depository of the Bonds if (i) the City, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the Bonds, or (ii) such Securities Depository determines not to continue to act as a depository for the Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clause (i) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer number of days as shall be acceptable to such Securities Depository). The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) Discontinuance of Book-Entry or Change of Securities Depository. If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the successor Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check or draft mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at the option of any registered owner of not less than $1,000,000 principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such registered owner as of such Record Date, if such registered owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of

such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) Effect of Book-Entry System. The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

Article III.

Redemption Of Bonds Before Maturity.

Section 3.01 Redemption Dates And Prices.

The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III.

(a) Option Redemption. The Bonds maturing on January 1, 200__ are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, 200__, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at the respective Redemption Prices (expressed as percentages of the principal amount of such Bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

Period (both dates inclusive)	Redemption Price (expressed as a percentage)

(b) Mandatory Sinking Fund Redemption. The Bonds maturing on January 1, 20__, are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the date of redemption:

Year	Principal Amount

If the City redeems Bonds maturing on January 1, 20__ pursuant to optional redemption or purchases such Bonds and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be credited against the unsatisfied balance of future Sinking Fund Payments or the final maturity amount in such amount and against such Sinking Fund Payments or final maturity amount as shall be determined by the City in a Certificate of an Authorized Officer filed with the Trustee prior to the mailing of the notice of redemption of such Bonds or, in the absence of such determination, shall be credited against the unsatisfied balance of the applicable Sinking Fund Payments in inverse order of their payment dates.

Section 3.02 Partial Redemption Of Bonds; Selection Of Bonds For Redemption.

(a) In case a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond (equal to the minimum Authorized Denomination or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to the minimum Authorized Denomination or any integral multiple thereof.

(b) Upon surrender of any Bond for redemption in part only, the City shall execute and the Bond Registrar shall authenticate and deliver to the registered owner thereof, at the expense of the City, a new Bond or Bonds of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

(c) If less than all of the Bonds of a maturity are called for redemption, the Bonds (or portions thereof) to be redeemed shall be selected by lot by the Trustee.

Section 3.03 Additional Redemption Notice.

In addition to the requirements of Section 602 of the Indenture, the following provisions shall apply to the redemption of Bonds:

(a) Notice of the redemption of Bonds or any portion thereof shall specify (i) the series name and designation and certificate numbers of Bonds being redeemed, (ii) the C.U.S.I.P. numbers of the Bonds being

redeemed, (iii) the principal amount of Bonds being redeemed and the redeemed amount for each certificate (for partial calls), (iv) the redemption date, (v) the Redemption Price, (vi) the Date of Issuance, (vii) the interest rate and maturity date of the Bonds being redeemed, (viii) the date of mailing of notices to registered owners and information services, and (ix) the name of the employee of the Trustee which may be contacted with regard to such notice.

(b) Redemption notices shall be sent by first class mail, postage prepaid, and, in addition, to Registered Owners of $1,000,000 or more of the Bonds, by registered mail.

(c) Redemption notices shall also be forwarded by registered mail, "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 registered owners, to the following depository institutions:

(i) Midwest Securities Trust Company
Capital Structures -- Call Notification
One Financial Place
440 South LaSalle Street
Chicago, Illinois 60605
FAX: (312) 663-2343

(ii) The Depository Trust Company
711 Stewart Avenue
Garden City, New York 11530
Attention: Muni. Reorganization Manager
FAX: (516) 227-4039 or 4190

(iii) Philadelphia Depository Trust Company
Reorganization Division
1900 Market Street
Philadelphia, Pennsylvania 19103
Attention: Bond Department
DEX: (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 registered mail, at least 30 days but not not more than 60 days prior to the redemption date, to two national information services that disseminate redemption information as determined by the Trustee so long as such services exist.

(e) A second redemption notice shall be sent by registered mail, not more than 60 days after the redemption date to any registered owner of a

Bond called for redemption who has not presented such Bond within 30 days following the redemption date.

(f) In the event of an advance refunding of the Bonds, a notice of such event shall be given as required above for redemptions as soon as practicable after such advance refunding occurs. Notice of redemption shall also be given as required above at least 30 days but not more than 60 days prior to the actual redemption date.

Notwithstanding the foregoing, failure to comply with the provisions of this Section 3.03 shall not affect the validity of proceedings for the redemption of Bonds.

Article IV.

Supplemental Indentures.

Section 4.01 Supplements Or Amendments To First Supplemental Indenture.

This First Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

Article V.

Miscellaneous.

Section 5.01 First Supplemental Indenture As Part Of Indenture.

This First Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

Section 5.02 Severability.

If any provision of this First Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 5.03 Payments Due On Saturdays, Sundays And Holidays.

If any payment of interest or principal or premium on the Bonds is due on the date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

Section 5.04 Counterparts.

This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.05 Rules Of Interpretation.

Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to this First Supplemental Indenture and not solely to the particular portion in which any such word is used.

Section 5.06 Captions.

The captions and headings in this First Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this First Supplemental Indenture.

In Witness Whereof, City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, and Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, as of the date first above written.

City of Chicago

By: _____
City Comptroller

[Seal]

Attest:

By: _____
City Clerk

American National Bank and Trust
Company of Chicago, as Trustee

By: _____
Authorized Signatory

[Seal]

Attest:

By: _____
Authorized Signatory

Exhibit "D".

Chicago Midway Airport.

Airport Use Agreement And
Facilities Lease.

This Agreement, made and entered into as of the first day of _____, 19_____, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the "City"), and the airline named on the signature page hereof (the "Airline").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago Midway Airport (a plat of said airport being attached hereto as (Sub)Exhibit A and by this reference made a part hereof) situated in the City of Chicago, County of Cook, State of Illinois (hereinafter, together with any additions thereto or enlargements thereof, whether or not made with corporate funds of City, Government Grants-in-Aid (as hereinafter defined), or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, The Airline is engaged in the business of air transportation; and

Whereas, The Airline and the City desire to (i) enter into this Agreement for the lease of terminal space at the Airport and the granting to the Airline of certain rights and privileges with respect thereto, all as hereinafter provided, and (ii) supersede and terminate all existing agreements between the Airline and the City except as described on (Sub)Exhibit D; and

Whereas, The City is willing to lease space to the Airline and to grant rights and privileges with respect thereto to the Airline, upon the terms and conditions hereinafter provided; and

Whereas, The City and the Airline acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City of Chicago, and that the City's right to monitor performance under this Agreement by the Airline is a valuable right incapable of quantification; and

Now, Therefore, For and in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto covenant and agree as follows:

Article I.

Definitions.

Section 1.01 Definitions.

The following words, terms and phrases shall, for purposes of this Agreement, have the following meanings:

"Agreement" means this Airport Use Agreement and Facilities Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

"Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

"Aircraft Parking Areas" means those areas at the Airport designated for the parking, loading and unloading of aircraft, including all aircraft parking positions.

"Airfield Area" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto which includes the land identified as Airfield Area on (Sub)Exhibit B-1 attached hereto, and, except as otherwise provided herein, all facilities, equipment and improvements now or hereafter located thereon, including the Runways, Taxiways and facilities at the Airport for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers or other facilities operated and maintained by the F.A.A. or any other federal agency, security fences, service roads, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from but related to the rest of the Airfield Area.

"Airline" means the airline named on the signature page hereof.

"Airline Fees and Charges" means, for any Fiscal Year, (a) all rentals, charges and fees and all other amounts payable hereunder by all Signatory Airlines for such Fiscal Year, after adjustment pursuant to Section 9.04 for such Fiscal Year and (b) with respect to an individual Signatory Airline, all rentals, charges and fees and all other amounts payable hereunder by such Signatory Airline for such Fiscal Year, after adjustment pursuant to Section 9.04 for such Fiscal Year.

"Airport" means Chicago Midway Airport as shown on (Sub)Exhibit A, together with any additions thereto, or improvements or enlargements thereof, hereafter made.

"Airport Development Fund" means the Airport Development Fund created under Section 7.01.

"Airport Use Agreement" means (i) this Agreement and (ii) each other airport use agreement and facilities lease, with respect to the Airport, that is substantially the same as this Agreement (except with respect to Leased Premises and the term).

"Base Amount" for each of the Fiscal Years ending December 31, 1993, 1994 and 1995 shall equal $4,100,000. The Base Amount for the Fiscal Year ending December 31, 1996 shall equal the amount of $4,100,000 multiplied by a factor of one (1) plus the percentage by which the P.P.I. reported on the first business day of such Fiscal Year shall have increased from the P.P.I. reported on the first business day of the immediately preceding Fiscal Year. For each Fiscal Year thereafter, the Base Amount shall equal the Base Amount for the immediately preceding Fiscal Year multiplied by factor of one (1) plus the percentage by which the P.P.I. reported on the first business day of such Fiscal Year shall have increased from the P.P.I. used in determining the Base Amount for the immediately preceding Fiscal Year.

"Bond Anticipation Notes" means the City of Chicago Midway Airport Bond Anticipation Notes, Series 1991.

"Bond Ordinance" means any ordinance or indenture or both, including, without limitation, the ordinance and indenture authorizing the Bond Anticipation Notes, adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport, or any ordinance or indenture supplemental thereto.

"Bonds" means all notes, bonds or other obligations including, without limitation, the Bond Anticipation Notes and any future bond anticipation notes, issued pursuant to and secured by a pledge of revenues or net revenues of the Airport under any Bond Ordinance. The term "Bonds" does not include other bonds, such as special facility revenue bonds or bonds secured solely by Passenger Facility Charge revenues pursuant to a separate indenture, which may be issued to finance capital projects at or related to the Airport.

"Capital Improvement Program" means the capital improvement program described on (Sub)Exhibit C hereto, showing certain capital projects to be constructed at the Airport.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois.

"City-Controlled Facilities" means those aircraft parking positions, holdrooms, ticket counters, baggage claim areas and related facilities which the City may from time to time retain under its exclusive control and possession pursuant to Section 5.02 and are not leased to an airline pursuant to an Airport Use Agreement or an Existing Use Agreement.

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

"Contractors" means persons and firms hired by the Airline to act as agents or independent contractors in connection with or pursuant to the performance of this Agreement, including Project Contractors.

"Contracts" means all contracts entered into by the Airline with any supplier of materials, furnisher of services, Contractor (including Project Contractors) or any labor organization which furnishes skilled, unskilled and craft union skilled labor in connection with or pursuant to the performance of this Agreement.

"Cost Centers" means the Airfield Area, the Terminal Area, the Terminal Ramp Area, the Parking and Roadway Area, the Support Facilities Area and the Indirect Cost Center.

"Daily Average Utilization" shall have the meaning set forth in Section 5.06(c).

"Debt Service" means, for any Fiscal Year, the Principal, interest and premium payments, if any, on Bonds, and other associated costs, including debt service coverage payments and any amounts necessary to maintain the required balance in a debt service reserve fund or similar fund created pursuant to a Bond Ordinance, and any required deposits to any rebate or similar fund created pursuant to a Bond Ordinance, all Fund Deposit Requirements, as set forth in any Bond Ordinance, any letter of credit, bank reimbursement obligations or municipal bond insurance obligations, sinking fund payments, call premiums, remarketing fees, letter of credit fees, trustee fees, paying agent fees, replenishment of funds and any other costs and fees payable in connection with such Bonds.

"Deplaned Passengers" means all terminating and all incoming on-line transfer and off-line transfer revenue passengers arriving at the Airport. The term "Deplaned Passengers" does not include through passengers.

"Effective Date" means the Effective Date as described in Section 2.01.

"Emergency Reserve Fund" means the Emergency Reserve Fund created under Section 7.01.

"Enplaned Passengers" means all originating and all outgoing on-line transfer and off-line transfer revenue passengers departing from the Airport. The term "Enplaned Passengers" does not include through passengers.

"Environmental Laws" means all laws relating to environmental matters, including, without limitation, those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation,

losses or injuries resulting from the release or threatened release of Hazardous Materials and to the generation, use, storage, transportation, or disposal of Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Material Transportation Act (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Toxic Substances Control Act of 1976 (15 U.S.C. §2601, et seq.), the Safe Drinking Water Act (42 U.S.C. §300f -- §300j-11, et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. §651, et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001, et seq.), the Illinois Environmental Protection Act 415 ILCS 5/1, et seq. and the Municipal Code of the City of Chicago, each as heretofore and hereafter amended or supplemented, and any analogous future or present local, state or federal statutes, rules and regulations promulgated thereunder or pursuant thereto, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive regulating, relating to or imposing liability standards of conduct concerning any Hazardous Material or Special Wastes or by the federal government, any state or any political subdivision thereof, or any agency, court or body of the federal government, any state or any political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions.

"Event of Default" means, with respect to each Signatory Airline, an Event of Default as defined in Section 16.01.

"Existing Use Agreement" means an airport use agreement and terminal facilities lease substantially the same as the Airport Use Agreement and Terminal Facilities Lease between the City and Midway Airlines, Inc., dated December 2, 1985, as originally executed by the parties prior to any amendments thereto, which agreement was entered into prior to the Effective Date.

"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.

"Federal Bankruptcy Code" means 11 U.S.C. §101, et seq., or any successor statute thereto.

"Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as the City may adopt for the Airport.

"Fund Deposit Requirement" means (i) for any Fiscal Year prior to the adoption by the City of a Bond Ordinance and the effectiveness of a pledge of Revenues thereunder, including the Fiscal Year in which such pledge of Revenues is effective, the fund deposit requirements described in Section 7.03(b) for the Funds described therein and (ii) for any Fiscal Year after

the adoption by the City of such a Bond Ordinance and the effectiveness of such a pledge of Revenues, the fund deposit requirements described in such Bond Ordinance.

"Funds" means the funds created pursuant to (i) Section 7.01 and (ii) any Bond Ordinance.

"Gate" means any portion of the Leased Premises designated as a Gate on (Sub)Exhibit F hereto.

"Government Grants-in-Aid" means those moneys granted to the City by the United States of America or any agency thereof, or the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of a capital project at or related to the Airport.

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (P.C.B.s), petroleum or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct 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 or dangerous substance or related material, including any material defined or treated as a "hazardous substance", "hazardous waste", "toxic substance", or "contaminant" (or comparable term) under any of the Environmental Laws.

"Independent Airport Consultant" means a consultant selected by the City, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of any individual, shall not be a director, officer or employee of either the City or any Signatory Airline.

"Indirect Cost Center" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto.

"Joint Use Premises" means, at any time, for each Signatory Airline, those portions of its Leased Premises in the Terminal Area which, pursuant to Article IV of such Signatory Airline's Airport Use Agreement, are then leased to such Signatory Airline and designated as Joint Use Premises.

"Landing Fee" means, with respect to each Signatory Airline, the Landing Fee calculated pursuant to Article VIII of such Signatory Airline's Airport Use Agreement.

"Landing Fee Rate" means, for any Fiscal Year, the Landing Fee Rate established for such Fiscal Year pursuant to Article VIII.

"Leased Premises" means, at any time, for each Signatory Airline, those portions of the Terminal Area which, pursuant to Article IV of such Signatory Airline's Airport Use Agreement are then leased to such Signatory Airline.

"Majority-in-Interest" means, during any Fiscal Year, any one or more Signatory Airlines which, in the aggregate (i) paid fifty-one percent (51%) or more of the Airline Fees and Charges charged to all Signatory Airlines for the prior Fiscal Year; and (ii) represent at least fifty-one percent (51%) in number of the Signatory Airlines. Solely for the purpose of determining a Majority-in-Interest, (i) no airline shall be deemed to be a Signatory Airline so long as an Event of Default with respect to such airline has occurred and is continuing and (ii) only Signatory Airlines having Airport Use Agreements with terms expiring on December 31, 2002, shall be deemed to be Signatory Airlines.

"Maximum Amount" for each of the Fiscal Years ending December 31, 1993, 1994 and 1995 shall equal $8,200,000. The Maximum Amount for the Fiscal Year ending December 31, 1996 shall equal the amount of $8,200,000 multiplied by a factor of one (1) plus the percentage by which the P.P.I. reported on the first business day of such Fiscal Year shall have increased from the P.P.I. reported on the first business day of the immediately preceding Fiscal Year. For each Fiscal Year thereafter, the Maximum Amount shall equal the Maximum Amount for the immediately preceding Fiscal Year multiplied by a factor of one (1) plus the percentage by which the P.P.I. reported on the first business day of such Fiscal Year shall have increased from the P.P.I. used in determining the Maximum Amount for the immediately preceding Fiscal Year.

"Maximum Approved Gross Landing Weight" means, for any aircraft operated by the Airline, the maximum landing weight of such aircraft as set forth in the Airline's government-approved operating manual.

"Net Cost" of the Airfield Area, the Terminal Area or the Terminal Ramp Area (as the case may be) for any Fiscal Year means, O. & M. Expenses of such Cost Center for such Fiscal Year plus the net deficit, if any, of the Indirect Cost Center allocated to such Cost Center for such Fiscal Year plus the net deficit, if any, of the Parking and Roadway Area allocated to such Cost Center for such Fiscal Year minus Non-Airline Revenues of such Cost Center for such Fiscal Year minus the net revenues, if any, of the Parking and Roadway Area allocated to such Cost Center for such Fiscal Year; provided, however, that if the net revenues of the Parking and Roadway Area for any Fiscal Year are greater than the Base Amount but less than the Maximum Amount, the net revenues of the Parking and Roadway Area for purposes of determining Net Cost of the Airfield Area. The Terminal Area and the Terminal Ramp Area shall be deemed to be the Base Amount and if the net revenues of the Parking and Roadway Area are greater than the Maximum Amount for any Fiscal Year, the net revenues of the Parking and Roadway Area for purposes of

determining Net Cost of the Airfield Area, the Terminal Area and the Terminal Ramp Area shall be deemed to be one half (½) of the actual net revenues of the Parking and Roadway Area.

"Non-Airline Revenues" means, for any Fiscal Year, all Revenues except Landing Fees, Terminal Rentals and Terminal Ramp Fees (other than such rentals and fees which had been reasonably determined unpaid when due for purposes of inclusion in the calculation of Airline Fees and Charges and which are later collected, in whole or in part, by the City, together with any interest paid thereon pursuant to Section 9.05).

"Non-Party" means, at any time, any person who is a Non-Signatory Airline and who is not a party to an Existing Use Agreement.

"Non-Party Landing Fee" has the meaning set forth in Section 8.09.

"Non-Party Landing Fee Rate" means, for any Fiscal Year, the Non-Party Landing Fee Rate established for such Fiscal Year pursuant to Section 8.09.

"Non-Signatory Airline" means any airline using the Airport which is not a Signatory Airline.

"O. & M. Fund" means the O. & M. Fund created under Section 7.01.

"O. & M. Reserve Account" means the O. &. M. Reserve Account in the O. & M. Fund created under Section 7.01.

"Operation and Maintenance Expenses" (sometimes abbreviated as "O. & M. Expenses") means, for any Fiscal Year, the costs incurred by the City in operating and maintaining the Airport during such Fiscal Year, either directly or indirectly, including, without limitation (but exclusive of such expenses as may be capitalized in connection with a capital project):

(a) the following costs and expenses incurred by the City for employees of the City employed at the Airport, or doing work involving the Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principals, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by the City or purchased by the City and furnished by independent contractors at or for the Airport;

(e) costs of rentals of real property and costs of rental equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile and all other insurance covering the Airport or its operations;

(g) the amount of any judgment or settlement arising as a result of the City's ownership, operation and maintenance of the Airport payable by the City during said Fiscal Year, including, without limitation, the amount of any judgment or settlement arising as a result of claims, actions, proceedings or suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, property damage, personal injury or similar claims, actions, proceedings or suits based upon the environmental impacts, including, without limitation, those resulting from the use of the Airport for the landing and taking off of aircraft;

(h) costs incurred in collecting and attempting to collect any sums due the City in connection with the operation of the Airport;

(i) costs of advertising at or for the Airport;

(j) compensation paid or credited to persons or firms appointed or engaged, from time to time, by the City or by Signatory Airlines as approved by a Majority-in-Interest and the City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing, consulting or other professional services in connection with the operation, expansion alteration, reconstruction, betterment or other improvement of the Airport or any of its structures or facilities;

(k) any other cost incurred or allocated to the Airport necessary to comply with any valid rule, regulation, policy or order of any federal, state or local government, agency or court; and

(l) all other direct and indirect expenses, whether similar or dissimilar, which arise out of the City's ownership, operation or maintenance of the Airport, including any taxes payable by the City

which may be lawfully imposed upon the Airport by entities other than the City.

"Operation and Maintenance Fund" (sometimes abbreviated as "O. & M. Fund") means the Operation and Maintenance Fund created under Section 7.01.

"Parking and Roadway Area" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto.

"Passenger Facility Charge" (sometimes abbreviated as "P.F.C.") means the passenger facility charge as authorized under §1113(e) of the Federal Aviation Act of 1958, as amended by §9110 of the Omnibus Budget Reconciliation Act of 1990 (Public Law 101-508).

"Producer Price Index" (sometimes abbreviated as "P.P.I.") means the Producer Price Index/All Commodities published by the United States Department of Labor, Bureau of Labor Statistics (January, 1993 = 100). If the manner in which the P.P.I. is determined by the Department of Labor is substantially revised, the City shall adjust the revised index in a manner which would produce results equivalent, as nearly as possible, to those which would have been obtained if the method of determining the P.P.I. had not been revised. If the P.P.I. is discontinued or otherwise becomes unavailable to the public, the City shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or department, or if no such index is available, a comparable index published by a recognized financial institution, financial publication, or university.

"Project(s)" means capital projects with respect to which the City has delegated the Work to the Airline pursuant to Section 12.01, which delegated capital projects may include, without limitation, capital projects set forth in the Capital Improvement Program or approved by a Majority-in-Interest.

"Project Contractors" means Contractors in connection with or pursuant to the performance of Work on Projects.

"Project Contracts" means Contracts in connection with or pursuant to the performance of Work on Projects.

"Public Use Premises" means, at any time, all areas of the Terminal Area which are not Leased Premises or City-Controlled Facilities and which consist of, among other things, areas for passenger movement, concession areas, basement areas, City offices and operation areas, public restrooms, public waiting areas, entrances, exits, chases and building

support areas not open to the general public (such as mechanical and electrical areas, janitor closets, and heating and refrigeration facilities).

"Repair and Replacement Fund" means the Repair and Replacement Fund created under Section 7.01.

"Revenue Fund" means the Revenue Fund created under Section 7.01.

"Revenue Landing" means any landing at the Airport of an aircraft except (i) an aircraft which (without being scheduled to do so) lands at the Airport because of meteorological conditions, mechanical or operating causes, or any emergency or precautionary reason, or (ii) an aircraft which is owned by and used exclusively in the service of the United States of America or the government of any state, territory or possession thereof or therein.

"Revenues" means, for any Fiscal Year, except to the extent hereinafter excluded, all revenues, payments, proceeds, fees, charges, rent and all other income of any nature, including investment income, derived directly or indirectly by or for the City for such Fiscal Year for the use of, and for the services and facilities furnished by, or from the operation or ownership of, or with respect to the Airport, and any proceeds of business interruption insurance and any other insurance proceeds which are deemed to be revenues in accordance with generally accepted accounting principles; provided, however, the following shall not be included in Revenues:

(a) the proceeds of any Passenger Facility Charge or similar charge levied by or on behalf of the City;

(b) any grants, gifts, bequests, contributions or donations, including any such funds provided by any person or entity, including an airline, doing business at the Airport;

(c) the proceeds from the sale, transfer or other disposition of title by the City to all or any part of the Airport;

(d) the proceeds of any taxes collected at the Airport;

(e) the proceeds of any condemnation award or insurance received by the City except condemnation awards and insurance proceeds which are deemed to be revenues in accordance with generally accepted accounting principles;

(f) the proceeds of any court or arbitration award or settlement in lieu thereof received by the City except (i) awards or settlements which are deemed to be revenues in accordance with generally accepted accounting principles or (ii) awards or settlements which constitute reimbursements for costs previously incurred as O. & M. Expenses;

(g) payments to the City in respect of debt service payable on any obligations (other than Bonds) issued by the City pursuant to Section 10.04;

(h) the proceeds of any bonds or other indebtedness of the City;

(i) payments to the City of the principal of and interest, if any, on any loan made by the City for Airport purposes from any of the funds created pursuant to or required by any Bond Ordinance; and

(j) any other amounts which are not deemed to be revenues in accordance with generally accepted accounting principles or which are restricted as to their use.

"Risk Manager" means the City of Chicago, Comptroller's Office of Risk Management.

"Rules and Regulations" means the rules and regulations governing the conduct and operation of the Airport promulgated by the Commissioner in accordance with Section 15.01.

"Runways" means runways at the Airport for the landing and taking-off of aircraft.

"Signatory Airline" means, at any time, the Airline and each other person actively engaged in an Air Transportation Business at the Airport who then has an Airport Use Agreement in effect with the City.

"Special Facility" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, constructed, installed, equipped or acquired with (i) the proceeds of the sale of Special Facility obligations (other than Bonds) issued by the City pursuant to Section 10.04; (ii) other funds provided by the user or developer thereof or by any other person; or (iii) a combination of the foregoing items (i) and (ii).

"Special Project Fund" means the Special Project Fund created under Section 7.01.

"Special Wastes" means those substances as defined in Section 1003.45, Ch. 111½ of the Illinois Environmental Protection Act, and as further referred to in Section 809.13 of 35 Illinois Admin. Code, Subtitle G, Ch. 1.

"Statement of Airline's Actual Annual Fees and Charges" means the statement of the same name prepared by the City pursuant to Section 9.04.

"Statement of Airline's Estimated Annual Fees and Charges" means the statement of the same name prepared by the City pursuant to Section 9.02.

"Support Facilities Area" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto.

"Target Cost" has the meaning set forth in Section 8.08.

"Taxiways" means taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, Aircraft Parking Areas, and other portions of the Airport.

"Terminal Area" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto, which includes the land identified as Terminal Area on (Sub)Exhibit B-1 attached hereto, and, except as otherwise provided herein, all passenger terminal buildings, connecting structures, passenger walkways and tunnels, concourses, hold areas, and control towers maintained by the City or an airline.

"Terminal Ramp Area" means the Cost Center of the same name described in (Sub)Exhibit B attached hereto.

"Terminal Ramp Fee" means, with respect to each Signatory Airline, the Terminal Ramp Fee calculated pursuant to Section 8.05 of such Signatory Airline's Airport Use Agreement.

"Terminal Ramp Rate" means, for any Fiscal Year, the Terminal Ramp Rate established for such Fiscal Year pursuant to Article VIII.

"Terminal Rentals" means, with respect to each Signatory Airline, the Terminal Rentals calculated pursuant to Section 8.04 of such Signatory Airline's Airport Use Agreement.

"Terminal Rental Rate" means, for any Fiscal Year, the Terminal Rental Rate established for such Fiscal Year pursuant to Article VIII.

"Transfer" means a Transfer as defined in Section 4.03(a).

"Work" means collectively the planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair.

"Working Capital Account" means the Working Capital Account in the O. & M. Fund created under Section 7.01.

"Working Capital Requirement" means $-0- for the Fiscal Year ending December 31, 1993, $250,000 for the Fiscal Year ending December 31, 1994 and thereafter, for each Fiscal Year shall be $500,000 escalated as

follows: on the first day of each Fiscal Year commencing after the Fiscal Year ending December 31, 1994, the Working Capital Requirement shall be adjusted by multiplying the prior year's amount by a factor of one (1) plus the percentage increase, if any, in the Producer Price Index during the most recently ended twelve-month period for which such Producer Price Index is available; provided, however, that the total accumulated working capital balance as of the end of any Fiscal Year shall not exceed fifteen percent (15%) of projected O. & M. Expenses for such Fiscal Year.

Section 1.02 Interpretation.

(a) The terms "hereby", "herein", "hereof", "hereunder" and any similar terms used in this Agreement refer to this Agreement.

(b) The term "including" shall be construed to mean "including, without limitation".

(c) All references in this Agreement to articles, sections, or exhibits, unless otherwise expressed or indicated are to articles, sections or exhibits of this Agreement and to the same articles, sections and exhibits of each other Signatory Airline's Airport Use Agreement.

(d) Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(e) Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

(f) Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

(g) All references to a number of days shall mean calendar days, unless otherwise expressly indicated.

Section 1.03 Incorporation Of (Sub)Exhibits.

The following (Sub)Exhibits attached hereto are hereby made a part of this Agreement:

(Sub)Exhibit A Plat of Midway Airport

(Sub)Exhibit B Cost Centers

(Sub)Exhibit C	Capital Improvement Program
(Sub)Exhibit D	Surviving Agreements
(Sub)Exhibit E	Aircraft Parking Positions
(Sub)Exhibit F	Airline's Leased Premises
(Sub)Exhibit G	Allocation Methodology
(Sub)Exhibit H	Description of Operation and Maintenance Responsibilities
(Sub)Exhibit I	Form of Performance and Payment Bond
(Sub)Exhibit J	Project Procedures
(Sub)Exhibit K	Compliance with all Laws
(Sub)Exhibit L	Affirmative Action
(Sub)Exhibit M	Target Cost

Article II.

Term.

Section 2.01 Term Of Agreement.

Subject to execution and delivery by both the Airline and the City, this Agreement shall become effective and binding upon the parties hereto as of the date first set forth above (the "Effective Date"). The term of this Agreement shall be month to month and shall be terminable by either party upon thirty (30) days written notice to the other party.

Section 2.02 Surviving Agreements.

As of the Effective Date, except for those agreements and leases listed on (Sub)Exhibit D, all prior agreements or leases between the City and the Airline with respect to the Airport shall be deemed terminated and shall be of no further force or effect.

Section 2.03 Termination Of Agreements.

Upon the effective date of an agreement (other than an Airport Use Agreement) approved by a Majority-in-Interest and the City setting forth the rights and obligations of the Signatory Airlines in connection with rentals, charges or fees paid with respect to the Airport, each Airport Use Agreement, if any, effective as of such date shall terminate.

Article III.

Uses, Rights And Privileges.

Section 3.01 Use Of The Airport.

The Airline and the City acknowledge and agree that the Airline is performing an important service to users of the Airport which is vital for the economic development of the City. Subject to the terms of this Agreement, the restrictions contained in Section 3.02, the Rules and Regulations and all other applicable laws, rules, regulations, codes, ordinances and orders and the rights of the City to monitor the Airline's compliance with this Agreement in order to ensure that the Airport operates in the most effective and efficient way possible, the Airline shall have the right to conduct an Air Transportation Business at the Airport and to perform only those operations and functions as are incidental or reasonably necessary to the conduct of the Airline's Air Transportation Business and as would be permitted at similarly situated airports. Specifically, the Airline shall have the right:

(a) to land, take off, fly, taxi, tow, park, load and unload the Airline's aircraft and other equipment of the Airline used by the Airline in the operation of scheduled, shuttle, courtesy, test, training, inspection, emergency, special, charter, sightseeing and other flights, including, but not limited to, the right to load and unload the Airline's aircraft upon its assigned aircraft parking positions;

(b) to use the aircraft parking positions described on (Sub)Exhibit E, subject to the provisions of Article V hereof;

(c) to transport, load and unload airline crews and other personnel, passengers, cargo, baggage, property and mail to, from and at the Airport by such loading and unloading devices, automobiles, buses, trucks and such other means of conveyance as the Airline may choose or require in connection with its Air Transportation Business at the Airport and at such locations as the Commissioner may designate;

(d) to the extent necessary, to repair, maintain, condition, service, tow, test, park and store aircraft and other equipment of the Airline in areas

designated for such purposes by the Commissioner and on the conditions and terms designated by the Commissioner;

(e) to maintain and operate office facilities for general, administrative, operations and other functions associated with the Airline's Air Transportation Business;

(f) to enplane and deplane passengers, handle reservations, ticketing, billing and manifesting of passengers, and handle baggage, express mail and shipments, cargo, property and mail;

(g) of ingress to and egress from the Airport including, without limitation, the Airline's Leased Premises, for the Airline's employees, agents, passengers, Contractors, guests, patrons, invitees, suppliers of materials and providers of service, and its or their equipment, vehicles, machinery and other property; provided, however, that the foregoing shall not preclude the City (i) from subjecting such persons to the City's then-current Rules and Regulations, including those pertaining to Airport security, (ii) from requiring such persons to enter into an agreement with the City, or (iii) from imposing any tax, charge, or permit or license fee;

(h) to install, subject to the prior approval of the City, and to maintain and operate, alone or in conjunction with any other air transportation company or companies, or through a nominee, such radio, communications, flight information display systems, meteorological and aerial navigation equipment, facilities and associated wiring, as may be necessary or convenient for the Airline's Air Transportation Business at the Airport, in or on the Airline's Leased Premises, and at other locations at the Airport;

(i) to use, in common with others so authorized, the public address system serving the Terminal Area and the aircraft parking positions;

(j) to use water and electric power, telephone and preconditioned air systems supplied by the City at or adjacent to the Airline's Leased Premises; and to purchase, install, use and maintain, at the Airline's aircraft parking positions, loading bridges and mobile stair devices for the loading, unloading and general servicing of the Airline's aircraft, 400 Hertz auxiliary power systems, air start systems and other miscellaneous aircraft and aircraft-related support equipment and facilities;

(k) to purchase or otherwise obtain services and personal property of any nature, including, but not limited to, aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, propellants, food and beverages, including food and beverages for consumption aloft, passenger supplies and other materials, equipment, supplies, articles and goods, used or acquired by the Airline in connection with or incidental to the Airline's Air Transportation Business at the Airport;

(l) to erect, maintain and station security devices and to conduct a security check operation of passengers, baggage and packages in the Airline's Leased Premises and in public areas of the Terminal Area approved by the Commissioner;

(m) to use the areas designated as airline employee parking facilities for the parking of its employees' vehicles pursuant to an operating agreement, lease or other arrangement containing such reasonable terms and conditions and subject to the payment of such reasonable fees as the City shall determine;

(n) to station its employees or agents in the Airline's Leased Premises and in other areas of the Airport approved by the Commissioner to provide baggage check-in or skycap services, subject to compliance with the Airport's rules and regulations, including security requirements;

(o) subject to the Commissioner's approval, to install, maintain and use flight information display screens, identifying signs and the Airline's logo in the Airline's Leased Premises; provided, however, that posters, displays and other materials which advertise the services offered by the Airline to the traveling public may be allowed in the Airline's Leased Premises on a short-term, limited basis with the prior written consent of the Commissioner; and provided further that only the corporate identifiers or logos of the Airline shall be permitted in a holdroom area. The City reserves the right to place advertising displays in all areas of the Airport that are visible to the public excluding the Airline's Leased Premises;

(p) except to the extent inconsistent with any concession agreement with respect to the Airport between the City and a concessionaire at the Airport, (i) to operate and maintain in the Airline's Leased Premises, Airline-sponsored passenger clubs where the Airline may serve alcoholic or other beverages to members of such clubs; provided, however, that unless the Commissioner shall otherwise consent, the Airline may not serve food to members in such clubs and no charge shall be made by the Airline for beverages or food furnished by it in such clubs, and (ii) to serve in the Airline's holdroom areas, non-alcoholic beverages, and, with the consent of the Commissioner, food, to its passengers without charge between the hours of 6:00 A.M. and 8:00 A.M. on each weekday;

(q) to install, maintain and operate, in the Airline's Leased Premises, customer relations, security and waiting room facilities and equipment; reservations
offices; administrative offices; crew base facilities; operations offices; lockers, restrooms and related facilities for its employees; baggage, cargo and mail handling and storage facilities and equipment; and

(r) to train personnel in the employ of the Airline at the Airport.

Section 3.02 Restrictions.

All rights of the Airline hereunder are subject to the following specific restrictions:

(a) The grant of such rights does not authorize the Airline to conduct a separate business at the Airport, but permits the Airline to conduct such activities only insofar as they are necessary or incidental to the conduct of the Airline's Air Transportation Business at the Airport and to the conduct of handling arrangements approved pursuant to Section 3.03.

(b) Other than for the provision of air transportation services and except as specifically authorized in Section 3.01(p), (i) the Airline shall not use or permit the use of any portion of its Leased Premises for the purpose of selling, offering for sale, dispensing or providing any merchandise, product or services and (ii) nothing contained herein is intended to or shall be construed to authorize or permit the Airline to conduct any activity or to operate any direct or indirect business operation which in any manner competes with any authorized concession activity at the Airport without the approval of the City and the payment to the City of concession fees.

(c) The Commissioner may, from time to time, temporarily or permanently close roadways, taxiways, taxi lanes, runways, ramp areas, doorways and any other area at the Airport; provided, however, that, if time permits, the Airline shall be consulted with regard to such closings in order to minimize the disruption of services being provided.

(d) The Commissioner may prohibit the use of any portion of the Airfield Area by any aircraft operated or controlled by the Airline which exceeds the design strength of the paving of the runways and taxiways at the Airport, or any other standard design criteria.

(e) The Airline shall not do or authorize to be done anything which may interfere with the effectiveness of the drainage and sewage system, water system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(f) The Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of the Airline to comply with the provisions of this Agreement, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then the Airline shall pay the City that part of all premiums paid by the City which are charged because of such violation or failure by the Airline.

(g) The Airline shall limit its training flights into and out of the Airport to necessary F.A.A.-qualification flights, and shall coordinate such training and other nonscheduled flight activities with representatives of the City. If requested by the City, the Airline shall restrict all such activities to certain hours so as to not interfere with scheduled flight activities of other aircraft operators using the Airport.

(h) As soon as possible, after obtaining any necessary approval from appropriate governmental agencies, the Airline shall remove any of its disabled aircraft from the Airfield Area upon the request of the City. The Airline shall place and/or store any such disabled aircraft only in such hangar facilities as may be leased or owned by the Airline at the Airport and/or in such storage areas as may be designated by the City, in which latter event such storage shall be only upon such terms and conditions as at that time may be established by the City, consistent with any directives of the F.A.A. and the National Transportation Safety Board. In the event the Airline shall fail to remove any of its disabled aircraft as expeditiously as possible, the City may, but shall not be obligated to cause the removal of such disabled aircraft by any reasonable means; provided however, the City shall give the Airline reasonable prior notice of its intent to do so. If the City removes, or causes another to remove the Airline's disabled aircraft, the Airline shall pay to the City, upon receipt of an invoice, the costs incurred for such removal, including the cost of labor. The Airline shall also pay any damages incurred by, or imposed upon the City, resulting from the removal by the City or another of such disabled aircraft.

(i) The Airline may not load or unload an all-cargo aircraft on the ramp areas adjacent to the Terminal Area facilities.

(j) The Airline shall not use, store, transport, or dispose of any fuels, oil, grease, lubricants, or other Hazardous Materials to, from, within, or upon the Airport in a manner which violates any of the Environmental Laws.

Section 3.03 Handling Arrangements.

(a) For so long as the Airline actively conducts an Air Transportation Business at the Airport, the Airline may use, subject to the provisions of Section 3.03(b) and to the prior written consent of the Commissioner, its Leased Premises and adjacent Terminal Ramp Area for the handling by the Airline's personnel of the air transportation operations of any other air transportation company or companies using the Airport to the same extent as they may be used for the operations of the Airline; provided, however, that the Airline shall be liable for such handling operations to the same extent as any other activities under the terms of this Agreement. The handling operations shall be subject to compliance with all applicable F.A.A. and City standards.

(b) The Commissioner's consent to a handling arrangement pursuant to Section 3.03(a) will be for a term of no more than one year. At the end of any such term, a handling arrangement shall be deemed to be terminated unless the Airline sends written notice to the City at least thirty (30) days prior to the expiration of the term of the handling agreement that the Airline intends to extend the term of the handling agreement for a period of no more than one year and the Commissioner consents in writing to such extension of the handling agreement.

Article IV.

Lease Of Premises.

Section 4.01 Lease Of Airline Premises.

The City hereby leases to the Airline, subject to the provisions of Article V, commencing on the Effective Date for the term of this Agreement, the Leased Premises described and shown on (Sub)Exhibit F, including the Joint Use Premises described and shown on (Sub)Exhibit F.

Section 4.02 Substitution Of Space; New Construction; Surrender Of Space; Additional Space.

(a) The Airline and the City may from time to time agree in writing upon the substitution of space at the Airport for all or any part of Airline's Leased Premises.

(b) The City is considering modifications to the Airport ("New Construction"), including the rehabilitation of the existing terminal building, during the term of this Agreement. The Airline agrees that, in the event the New Construction shall require demolition or reconstruction of any portion of the Airline's Leased Premises, the Airline shall, at the City's direction, temporarily or permanently, surrender its right to use such space; provided, however, that the City will deliver to the Airline not less than thirty (30) days notice of the required surrender date and will provide to the Airline, prior to such surrender date, sufficient space to reasonably accommodate the Airline's operations at the Airport on the same terms and conditions as are herein provided.

(c) In the event of surrender of any of the Airline's Leased Premises in substitution for other space at the Airport, the Airline shall remove from such surrendered space, within thirty (30) days of receipt of notice from the City of such substitution, all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by the Airline and such other fixtures

and construction of a temporary nature installed therein by the Airline as the Commissioner may require.

(d) If (Sub)Exhibit F has been amended as contemplated by Section 4.02(e), any space in the Airport leased to the Airline in substitution for or as additional space to be included among the Leased Premises shall be included in space leased hereunder on the same terms and conditions and at the same rental per square foot of such substituted or additional space, as is herein provided for the category of the space as to which such substitution or addition occurs; provided, however, that if, in accordance with the provisions of this Section 4.02, any space is temporarily substituted hereunder for other space, the term of the lease for such substituted space shall be only of such duration as is required for the purpose of such temporary substitution.

(e) Any revision to the Airline's Leased Premises pursuant to this Section 4.02 shall be reflected in an amendment to (Sub)Exhibit F hereto, which amendment shall be accomplished by agreement of the Airline and the Commissioner.

Section 4.03 Assignment And Sublease.

(a) The Airline 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 Leased Premises or assigned aircraft parking positions or any part thereof, or any rights of the Airline hereunder or any interest of the Airline in this Agreement, nor will the Airline allow the use of such Leased Premises or assigned aircraft parking positions hereunder by any other person, except as otherwise provided in this Agreement, without in each instance having first obtained the prior written consent of the City as set forth below. In determining whether or not to consent to a Transfer, the City will take into account, among other factors, the balanced utilization of the Airport facilities and operational considerations relating to the characteristics of the proposed transferee. The consent of the City Council of the City on behalf of the City shall be required for any Transfer of (i) all of Airline's Leased Premises, (ii) all rights of the Airline hereunder or (iii) all of the Airline's interest in this Agreement. The consent of the Commissioner on behalf of the City shall be required for any other Transfer. Consent by the City to any type of Transfer described in this paragraph or elsewhere in this Agreement shall not in any way be construed to relieve the Airline from obtaining further authorization from the City for any subsequent Transfer of any nature whatsoever. As a condition to the City's consent to a proposed sublease, the proposed sublessee shall execute a license agreement between the sublessee and the City.

(b) In the event that the Airline subleases any of its Leased Premises pursuant to this Section 4.03, (i) for any period during each of the Fiscal Years ending December 31, 1993, 1994 and 1995, the Airline shall charge the sublessee no more than $150.00 per aircraft operation per Gate per day,

such charge per sublessee per day not to exceed the aggregate amount of $900.00 and (ii) for any period during each Fiscal Year thereafter, the Airline shall charge the sublessee no more that the sum of the following:

(1) an amount equal to a pro rata share of the sum of the Terminal Rentals and Terminal Ramp Fees payable by the Airline with respect to such areas during such sublease period as calculated herein; and

(2) additional amounts sufficient for the Airline to recover its direct costs, if any, of such sublease, including a reasonable allocation of tenant improvement costs and equipment costs for property and equipment owned by the Airline, which additional amounts shall not exceed 15% of the sublessee's pro rata share of Terminal Rentals and Terminal Ramp Fees; provided, however, that in the event the Airline's direct costs exceed 15% of the sublessee's pro rata share of Terminal Rentals and Terminal Ramp Fees, the Airline shall have the right to petition the Commissioner for approval of an increase in the applicable percentage, which approval shall be in the sole discretion of the Commissioner.

(c) Notwithstanding any Transfer with or without City consent, the Airline shall remain fully liable for the payment of all of its Airline Fees and Charges and fully responsible for the performance of all of its other obligations hereunder.

(d) Any and all requests by the Airline for consent under paragraph (a) of this Section 4.03 shall be made in writing by certified mail to the 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 the Airline for said Transfer.

(e) If any Transfer shall occur, whether or not prohibited by this Section 4.03, the City may collect Airline Fees and Charges from any assignee, sublessee or other transferee of the Airline and in such event shall apply the net amount collected to the Airline Fees and Charges payable by the Airline hereunder without such action by the City releasing the Airline from this Agreement or any of its obligations hereunder. If any Transfer prohibited by this Section 4.03 shall occur without the consent of the City and the City collects Airline Fees and Charges from any assignee, sublessee or other transferee of the Airline and applies the net amount collected in the manner described in the preceding sentence, such actions by the City shall not be deemed to be a waiver of the covenant contained in this Section 4.03 or constitute acceptance of such assignee, sublessee or transferee by the City.

Section 4.04 Quiet Enjoyment.

The City covenants, unless otherwise provided by this Agreement, that, if the Airline shall perform all obligations and make all payments as provided

herein, the Airline shall peaceably have and enjoy the Leased Premises and all the rights, privileges, appurtenances, and facilities granted herein.

Section 4.05 Surrender.

The Airline covenants and agrees to yield and deliver peaceably to the City possession of the Leased Premises on the date of the cessation of the lettings hereunder, whether such cessation be by termination, expiration or otherwise, promptly and in as good condition as at the commencement of the lettings, reasonable wear and tear excepted or, if improved, in as good condition as of the completion date of the last improvement made to the Leased Premises, reasonable wear and and tear excepted.

Section 4.06 No Warranty Of Condition Or Suitability.

The City Makes No Warranty, Either Express Or Implied, As To The Condition Of The Leased Premises Or That The Leased Premises Shall Be Suitable For The Airline's Purposes Or Needs. The City Shall Not Be Responsible For Any Latent Defect And The Airline Shall Not, Under Any Circumstances, Withhold Any Rentals Or Other Amounts Payable To The City Hereunder On Account Of Any Defect In The Leased Premises. By Its Entry Onto The Leased Premises, The Airline Accepts The Leased Premises As Being Free And Clear From All Defects And In Good, Safe, Clean And Orderly Condition And Repair.

Section 4.07 City's Title.

Subject to the provisions of Section 4.04 hereof, the City's title to the Leased Premises and the Airport is and always shall be paramount to the interest of the Airline in the Leased Premises. Nothing herein contained empowers the Airline to commit or engage in any act which can, shall or may encumber the title of the City.

Section 4.08 City's Right Of Entry.

The 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 the Airline's Leased Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, for environmental testing, and for any other purpose necessary for or incidental to or connected with the performance of the City's obligations hereunder, or in the exercise of its governmental functions or in the City's capacity as Airport owner. The City shall, to the extent permitted under applicable law, preserve the confidentiality of all information obtained through such

inspections, unless the Airline has consented to disclosure or has publicly released such information.

Article V.

Reallocation Of Space.

Section 5.01 General.

The City intends to maintain a policy of providing open access to the Airport and achieving a balanced utilization of Airport facilities. To achieve that goal, the City (a) has retained under its exclusive possession and control the City-Controlled Facilities (Section 5.02, below); (b) has established procedures for the consensual reallocation of space and accommodation among airlines (Section 5.03, below); (c) reserves to the City the right to require sharing and temporary use of Leased Premises (Section 5.04, below); and (d) has established certain utilization requirements (Section 5.06, below).

Section 5.02 Accommodation Through City-Controlled Facilities.

The City may retain under its exclusive control and possession certain City-Controlled Facilities. It is the intent of the City to use, at its discretion, any City-Controlled Facilities to accommodate (a) Signatory Airlines whose premises have been relocated by the City as a result of reconstruction, renovation or maintenance by the City; (b) airlines not requiring permanent facilities or airlines requiring temporary accommodation pending allocation of permanent facilities; and (c) other space requirements of Signatory Airlines and Non-Signatory Airlines. The Airline may request and the City may grant to the Airline the right to use, in common with other airlines designated by the City, City-Controlled Facilities subject to the payment by the Airline of a fee to the City determined by the City for such use, which fee shall be reasonable in relationship to the costs of such facilities.

Section 5.03 Consensual Accommodation.

If an airline, including an airline seeking to expand its present service or an airline seeking entry into the Airport, is in need of space or facilities, which need has not been satisfied by use of the City-Controlled Facilities, the City shall direct such airline to request in writing the use of the space or facilities of Signatory Airlines. The Signatory Airlines receiving such a request shall make reasonable efforts to accommodate such requests and shall respond to any such request in writing within ten (10) business days of

receipt of the request. If such response is a denial of the request, the response shall state specific and detailed reasons for such denial.

Section 5.04 Accommodation Through Sharing And Temporary Use Of Leased Premises.

(a) In the event (i) the City receives a written request from an airline requesting space or facilities at the Airport, (ii) the requesting airline demonstrates to the City that it has contacted all Signatory Airlines and has exhausted all reasonable efforts to find reasonable accommodation for its proposed operations and the space or facilities it needs, and (iii) the City determines that such requesting airline needs the requested space or facilities to accommodate passengers or aircraft and such need cannot be met by use of City-Controlled Facilities, if any, the City may grant such requesting airline, in accordance with the priorities set forth in Section 5.05, the right of temporary or shared use of all or a designated portion of an Airline's Leased Premises, as may be required. An offer or accommodation by a Signatory Airline which conditions providing requested space or facilities upon the payment of rentals to such Signatory Airline in excess of the applicable amount set forth in Section 4.03(b) of this Agreement shall be deemed unreasonable for purposes of clause (ii) above; provided, however, that if the Signatory Airline's documented direct costs exceed the applicable amount set forth in Section 4.03(b) hereof, the Airline shall have the right to petition the Commissioner for approval of the rentals being required of such requesting airline, which approval shall be in the sole discretion of the Commissioner.

(b) In the event the City determines that a requesting airline's needs require granting such requesting airline the right to share or temporarily use the Leased Premises of one or more Signatory Airlines, the City shall serve written notice to each affected Signatory Airline of that determination and notice of the City's intention to make a further determination, in not less than fifteen (15) days, as to how the requesting airline will be accommodated.

(c) In accordance with the priorities set forth in Section 5.05 and in accordance with rules and procedures adopted or promulgated by the City, the City may grant the requesting airline the right of shared or temporary use of all or a designated portion of the Airline's Leased Premises, including rights of ingress and egress, the right to use the aircraft parking positions adjacent to such portion of the Airline's Leased Premises and the right to use loading bridges and other appurtenant equipment which are reasonably necessary for the effective use of such premises, and the Airline shall accommodate such requesting airline on all or such portion of the Airline's Leased Premises in a commercially reasonable manner, taking into account the nature of both the Airline's and the requesting airline's operations, which manner of accommodation shall be subject to the approval of the Commissioner; provided that:

(i) the requesting airline has furnished a certificate of insurance evidencing insurance of the types and with the limits and deductibles required to be carried by the Airline hereunder and endorsed to include the airline as an additional insured;

(ii) the requesting airline has provided the Airline with indemnification reasonably satisfactory to the Airline; provided, however, that the Airline may not require any indemnification more favorable to it than that which it provides to the City hereunder;

(iii) the requesting airline has provided the Airline with a security deposit reasonably satisfactory to the Airline;

(iv) the requesting airline has provided the City with indemnification reasonably satisfactory to the City together with a security deposit equal to ninety (90) days estimated fees and charges payable to the City with respect to such airline's operations;

(v) the requesting airline's proposed use does not result in an actual or threatened strike, boycott, picketing, slow-down, work-stoppage or other type of labor action; and

(vi) the requesting airline has agreed to pay the Airline (on reasonable payment terms), the applicable amount set forth in Section 4.03(b).

Section 5.05 Priorities For Accommodation.

In the event that pursuant to Section 5.04 the City determines that a requesting airline is in need of facilities to accommodate passengers or aircraft, the City will consider the following priorities in designating the specific Leased Premises for temporary or shared use by the requesting airline:

(a) the average number and type of flights per aircraft parking position per day;

(b) scheduling considerations;

(c) union work rules;

(d) aircraft parking position locations; and

(e) other operational considerations.

The City shall consult with the Airline in designating the specific Leased Premises of the Airline to be utilized by a requesting airline. In any event, the Airline required to share its Leased Premises shall have priority in all aspects of usage of such shared premises over all other airlines.

Section 5.06 Utilization Requirements.

(a) Prior to January 1, 1996, the Airline shall maintain a Daily Average Utilization of at least four (4) departures of aircraft per day per Gate.

(b) On and after January 1, 1996, Airline shall maintain a Daily Average Utilization of at least six (6) departures of aircraft per day per Gate.

(c) Daily Average Utilization shall mean the average number of departures of aircraft per day per Gate that is part of the Airline's Leased Premises calculated by dividing the total weekly scheduled departing seats from the Airport published for sale to the public by the Airline in any normal seven (7) day period by 770, and further dividing the result thereof by the number of Gates that are then part of the Airline's Leased Premises; provided, however, that in the event that the Airline's actual total weekly departing seats from the Airport are materially less than the published scheduled departing seats for any four (4) seven (7) day periods within a calendar quarter, the City will have the right to use the actual total weekly departing seats for purposes of the aforesaid calculation.

(d) For purposes of calculating the Daily Average Utilization standards as set forth in this Section 5.06, the City shall include in such calculation the aircraft departures per day of all airlines, including the Airline, operating at Gates that are part of the Airline's Leased Premises.

(e) In the event that the Airline does not meet the applicable standard set forth in paragraph (a) or (b) above for any two (2) seven (7) consecutive day periods within six (6) consecutive weeks, the City may, upon thirty (30) days prior written notice to the Airline, terminate this Agreement with respect to, and delete from, the Airline's Leased Premises, that number of the Airline's Gates as may be necessary to cause the Airline to meet the Daily Average Utilization standard.

(f) In the event that the City deletes any of the Airline's Gates pursuant to this Section 5.06, the City shall also have the right to terminate this Agreement with respect to, and delete from, the Airline's Leased Premises, an appropriate amount of square feet of other Leased Premises of the Airline that the City deems reasonably necessary for the efficient utilization of such deleted Gates.

Section 5.07 Revisions To Airline Leased Premises.

Any revision to the Airline's Leased Premises pursuant to this Article V shall be reflected in a written amendment to (Sub)Exhibit F hereto, which amendment shall be executed by the Commissioner.

Article VI.

Transition Provisions.

Section 6.01 Existing Use Agreements.

The Airline hereby acknowledges that other airlines are operating and may, through December 31, 1995, continue to operate at the Airport under Existing Use Agreements which provide for various contractual rights and obligations of the City and such airlines. Nothing in this Agreement is intended to impair the contractual rights and obligations of such airlines with respect to the City or the City with respect to such airlines. Rates and charges for such airlines' use of the Airport will continue to be set under their Existing Use Agreements so long as such Existing Use Agreements remain in effect.

Section 6.02 Existing Funds.

To the extent legally permissible, the City shall transfer amounts, if any, remaining in funds created under the Existing Use Agreements and on hand as of the Effective Date to the Funds set forth in Section 7.01 below, and the City shall maximize to the extent necessary the collection of Revenues from airlines operating at the Airport under Existing Use Agreements in order to allocate costs equitably among all airlines operating at the Airport.

Article VII.

Creation Of Funds.

Section 7.01 Creation Of Funds.

(a) Immediately after the Effective Date, the City shall create the following Funds:

(i) Revenue Fund;

(ii) O. & M. Fund, including an O. & M. Reserve Account and a Working Capital Account;

(iii) Repair and Replacement Fund;

(iv) Emergency Reserve Fund;

(v) Special Project Fund; and

(vi) Airport Development Fund.

(b) Amounts held in all Funds shall be used for the purposes set forth in this Agreement and any Bond Ordinance.

Section 7.02 Funds Created Pursuant To Bond Ordinances.

(a) At such time as a Bond Ordinance is adopted by the City and a pledge of Revenues or net Revenues of the Airport is effective thereunder, the provisions of such Bond Ordinance shall supersede the provisions of this Article VII in the following manner:

(i) the Funds, if any, created in such Bond Ordinance shall supersede and replace the Funds created pursuant to Section 7.01;

(ii) the priority of deposits into the Funds established in such Bond Ordinance shall supersede the priority of deposits into the Funds established in Section 7.03.

(iii) the Fund Deposit Requirements established in such Bond Ordinance shall supersede the Fund Deposit Requirements set forth in Section 7.03; and

(iv) the uses of the Funds established in such Bond Ordinance shall supersede the uses of Funds established in Section 7.04.

(b) To the extent a Bond Ordinance creates any Fund Deposit Requirements to be funded from Landing Fees, Terminal Ramp Fees or Terminal Rentals which, in the aggregate, are greater than the Fund Deposit Requirements set forth herein, a Majority-in-Interest of the Signatory Airlines shall have the right to approve such Fund Deposit Requirements. The Fund Deposit Requirement provisions of a Bond Ordinance shall be deemed approved by a Majority-in-Interest of the Signatory Airlines if a Majority-in-Interest does not disapprove of a draft of such provisions (in substantially the form ultimately adopted in the Bond Ordinance) in writing to the City within forty-five (45) days of the submission of the draft to the Signatory Airlines.

Section 7.03 Deposits Into Funds.

(a) All Revenues collected by the City shall be promptly deposited into the Revenue Fund. Any amounts deposited in the Revenue Fund at any time shall be disbursed and applied by the City as required to make the following deposits on the following dates and in the following amounts with respect to each Fiscal Year:

(i) By the first business day immediately preceding the tenth (10th) day of each month, the City shall deposit into the O. & M. Fund one-twelfth (1/12) of the projected O. & M. Expenses for such Fiscal Year plus one-twelfth (1/12) of the Fund Deposit Requirements for the O. & M. Reserve Account and the Working Capital Account; provided, however, that if, in accordance with Section 9.03, the City adjusts the remaining monthly Airline Fees and Charges for such Fiscal Year, the amount required to be deposited in the O. & M. Fund each month of the remaining portion of such Fiscal Year shall be increased or decreased as appropriate.

(ii) On the first business day immediately preceding the first (1st) and one hundred eighty-second (182nd) day of such Fiscal Year, the City shall make the following deposits in the manner and order of priority set forth below:

First: The City shall deposit into the Repair and Replacement Fund an amount equal to one-half (1/2) of the Fund Deposit Requirement for the Repair and Replacement Fund for such Fiscal Year.

Second: The City shall next deposit into the Emergency Reserve Fund an amount equal to one-half (1/2) of the Fund Deposit Requirement for the Emergency Reserve Fund for such Fiscal Year.

Third: The City shall next deposit into the Special Project Fund an amount equal to one-half (1/2) of the Fund Deposit Requirement for the Special Project Fund for such Fiscal Year.

Fourth: The City shall next deposit into the Airport Development Fund the following amounts for such Fiscal Year: (i) (a) in the event the net revenues of the Parking and Roadway Area determined pursuant to Section 8.06 do not exceed the Base Amount, $-0-; (b) in the event the net revenues of the Parking and Roadway Area are greater than the Base Amount but less than or equal to the Maximum Amount, the amount by which the net revenues of the Parking and Roadway Area exceed the Base Amount; and (c) in the event that the net revenues of the Parking and Roadway Area exceed the Maximum Amount, one-half (1/2) of the net revenues of the Parking and Roadway Area; and (ii) for any such Fiscal Year for which the City and the Airline have agreed upon a Target Cost, the amount, if any, by which the Target Cost

exceeds the Net Cost for such period; provided, however, that if at any time and for so long as the accumulated deposits held in the Airport Development Fund equal or exceed the amount of $25,000,000, escalated in accordance with Section 7.05, no further deposits shall be permitted.

(b) The Fund Deposit Requirements for each Fund and/or Account for each Fiscal Year shall be as follows:

(i) The Fund Deposit Requirement for the O. & M. Reserve Account of the O. & M. Fund shall equal, for the Fiscal Year ending December 31, 1993; $1,500,000 for the Fiscal Year ending December 31, 1994; $2,000,000 for the Fiscal Year ending December 31, 1995; $1,500,000 and for each Fiscal Year thereafter, the amount which together with the balance in the O. & M. Reserve Account shall be equal to one-sixth (1/6) of the projected O. & M. Expenses for such Fiscal Year.

(ii) The Fund Deposit Requirement for the Working Capital Account shall equal, for each Fiscal Year, the Working Capital Requirement for such Fiscal Year.

(iii) The Fund Deposit Requirement for the Repair and Replacement (R. & R.) Fund shall equal $-0- for the Fiscal Year ending December 31, 1993; $250,000 for the Fiscal Year ending December 31, 1994; $500,000 for the Fiscal Year ending December 31, 1995; $750,000 for the Fiscal Year ending December 31, 1996; and for each Fiscal Year thereafter, it shall be $1,000,000 escalated in accordance with Section 7.05.

(iv) The Fund Deposit Requirement for the Emergency Reserve Fund shall equal $-0- for the Fiscal Year ending December 31, 1993; $250,000 for the Fiscal Year ending December 31, 1994; and for each Fiscal Year thereafter, the amount necessary to bring the balance in the Emergency Reserve Fund up to the Required Balance for such Fiscal Year. The Required Balance shall be $250,000 for the Fiscal Year ending December 31, 1994, and for each Fiscal Year thereafter, the Required Balance shall be the prior year's Required Balance plus the percentage increase, if any, in the Producer Price Index during the most recently ended twelve-month period for which such Producer Price Index is available.

(v) For each Fiscal Year, the Fund Deposit Requirement for the Special Project Fund shall equal the amount designated by a Majority-in-Interest to be expended on Projects approved by a Majority-in-Interest.

(c) If at any time when deposits are required to be made to any Funds pursuant to this Section 7.03, moneys held in the Revenue Fund are insufficient to make any such required deposit, the deposit shall be made on

the next applicable deposit date after required deposits into all other Funds of higher priority are made in full.

Section 7.04 Uses Of Funds.

The moneys on deposit in the Funds described in this Article VII shall be used in accordance with the provisions of this Agreement and the Bond Ordinance.

(a) Any balance in the Revenue Fund after the deposits and transfers set forth herein shall remain in the Revenue Fund and shall be available only (i) to meet deficiencies arising in any of the Funds in the order of their priority and (ii) to make future deposits and transfers required hereunder.

(b) The moneys in the O. & M. Fund, including the O. & M. Reserve Account, shall be used by the City to pay O. & M. Expenses.

(c) Notwithstanding the provisions of paragraph (b) above, the moneys in the Working Capital Account of the O. & M. Fund may be used by the City for any lawful Airport working capital purpose.

(d) The moneys in the Repair and Replacement (R. & R.) Fund shall be used for paying the cost of maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport whether caused by normal wear and tear or by unusual and extraordinary occurrences, including costs of painting, major repairs, renewals and replacements, damage caused by storms or other unusual causes.

(e) The moneys in the Emergency Reserve Fund shall be used for the following purposes:

(i) In the event any payment on account of any awards, judgments or settlements resulting from any of the events described in Section 13.01 becomes due and payable in any Fiscal Year, the City shall withdraw from the Emergency Reserve Fund an amount equal to the lesser of (1) the amount of such payment or (2) the balance of the Emergency Reserve Fund and shall apply such amount to such payment, before including any amounts attributable thereto as O. & M. Expenses in the calculation of Airline Fees and Charges.

(ii) In the event there are, in any Fiscal Year, amounts owed by any Signatory Airline, or any airline signatory to an Existing Use Agreement, to the City that are unpaid when due and reasonably deemed uncollectible by the City after collection efforts have been undertaken in accordance with Section 9.05(c), the City shall make payments out of the Emergency Reserve Fund to pay such amounts before including such amounts in the calculation of Airline Fees and Charges.

(f) The moneys in the Special Project Fund shall be used for payment of capital projects approved by a Majority-in-Interest.

(g) The moneys in the Airport Development Fund may be used by the City for any lawful Airport purpose in the City's sole discretion; provided, however, that if Section 8.08(a) is applicable, the City shall be obligated to use deposits in the Airport Development Fund to the extent necessary to make the deposits required pursuant to Section 7.03.

Section 7.05 Adjustments To Fund Deposit Requirements; Prorations.

(a) On the first day of each Fiscal Year commencing after the Fiscal Year ending December 31, 1996, the specific dollar amount referred to in Section 7.03(b)(ii) shall be adjusted for the next succeeding Fiscal Year by multiplying the prior year's amount by a factor of one (1) plus the percentage increase, if any, in the Producer Price Index during the most recently ended twelve-month period for which such Producer Price Index is available.

(b) If the Effective Date is any day other than the first day of a Fiscal Year, any amounts set forth or described in this Agreement which are to be calculated or determined on the basis of a full Fiscal Year shall be prorated for the portion of the Fiscal Year which occurs on and after the Effective Date, and a corresponding proration of such amounts shall be made for the portion of the Fiscal Year which occurs prior to the termination of this Agreement.

Article VIII.

Cost Centers; Calculation Of Rentals, Fees And Charges.

Section 8.01 Cost Centers.

In order to allocate the net cost of operating, maintaining and developing the Airport among all of the Signatory Airlines, the following Cost Centers have been created hereunder:

(i) Airfield Area;

(ii) Terminal Area;

(iii) Terminal Ramp Area;

(iv) Parking and Roadway Area;

(v) Support Facilities Area; and

(vi) Indirect Cost Center.

The City may elect to create additional cost centers in the future, e.g., an international cost center or a commuter cost center, with appropriate fees related thereto.

Section 8.02 Allocation Methodology.

In order to calculate Airline Fees and Charges, the City shall account for, and allocate between the Cost Centers, Debt Service, Fund Deposit Requirements, the Working Capital Requirement and Non-Airline Revenues. The City shall then allocate the costs of the Indirect Cost Center and the net revenues or net deficit of the Parking and Roadway Area to the other Cost Centers. All such allocations of expenses and revenues shall be in accordance with the allocation methodology described in (Sub)Exhibit G and shall be based upon the City's estimates for each Fiscal Year. The aggregate of Airline Fees and Charges payable by all Signatory Airlines, together with Non-Airline Revenues, for each Fiscal Year shall be sufficient to pay for the cost of operating, maintaining and improving the Airport, and to satisfy all of the City's obligations to make all deposits and payments under this Agreement and any Bond Ordinance.

Section 8.03 Landing Fees.

(a) For each Fiscal Year, the Landing Fee for each Revenue Landing of an aircraft operated by the Airline shall be an amount equal to the product of (i) the number of thousands of pounds of the Maximum Approved Gross Landing Weight of the aircraft involved in the Revenue Landing, multiplied by (ii) the Landing Fee Rate for such Fiscal Year.

(b) The Landing Fee Rate for any Fiscal Year shall be determined (to the nearest 1/10th of one cent ($.001) per each one thousand (1,000) pounds) by dividing the Airfield Area requirement for such Fiscal Year calculated pursuant to paragraph (c) of this Section 8.03, by the total Maximum Approved Gross Landing Weight in thousand-pound units of all aircraft of all Signatory Airlines landed in Revenue Landings during such Fiscal Year.

(c) The Airfield Area requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) Target Cost of the Airfield Area (or Net Cost of the Airfield Area if substituted pursuant to Section 8.08) and any supplemental charges required pursuant to Section 8.08;

(ii) Debt Service allocated to the Airfield Area;

(iii) Fund Deposit Requirements and Working Capital Requirement allocated to the Airfield Area;

(iv) Any amount payable by any Signatory Airline determined to be unpaid when due in accordance with Section 9.05 (so long as the City has first applied any security deposit then held by the City as set forth in Section 9.06, hereof) or any amount payable by any airline signatory to an Existing Use Agreement reasonably determined to be unpaid when due; and

(v) The net deficit, if any, of the Support Facilities Area,

minus, for such Fiscal Year the net revenues, if any, of the Support Facilities Area.

Section 8.04 Terminal Rentals.

(a) The Airline's Terminal Rentals for each Fiscal Year shall be an aggregate amount equal to the product of (i) the number of square feet of the Airline's Leased Premises, multiplied by (ii) the Terminal Rental Rate for such Fiscal Year; provided that Terminal Rentals for any Leased Premises leased by the Airline pursuant to Section 4.01 as Joint Use Premises shall be prorated between the airlines using such Leased Premises in accordance with the joint use formula then in effect. The number of square feet of the Airline's Leased Premises shall be determined following the submission of all as-built drawings for the Capital Improvement Program. (Sub)Exhibit F hereto describing the Airline's Leased Premises shall be amended at the time of such submission of as-built drawings to set forth the exact number of square feet of Leased Premises and to include drawings, including field measurements of the Leased Premises. Such amendment of (Sub)Exhibit F shall be accomplished by agreement of the Airline and the Commissioner.

(b) The Terminal Rental Rate for any Fiscal Year shall be determined by dividing the Terminal Area requirement for such Fiscal Year calculated pursuant to Paragraph (c) of this Section 8.04, by the total number of square feet of Leased Premises of all Signatory Airlines.

(c) The Terminal Area requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) Target Cost of the Terminal Area (or Net Cost of the Terminal Area if substituted pursuant to Section 8.08) and any supplemental charges required pursuant to Section 8.08;

(ii) Debt Service allocated to the Terminal Area; and

(iii) Fund Deposit Requirements and Working Capital Requirements allocated to the Terminal Area.

Section 8.05 Terminal Ramp Fees.

(a) For each Fiscal Year, the Terminal Ramp Fee shall be an aggregate amount equal to the product of (i) the number of square feet of Aircraft Parking Area assigned to the Airline, multiplied by (ii) the Terminal Ramp Rate for such Fiscal Year.

(b) The Terminal Ramp Rate for any Fiscal Year shall be determined by dividing the Terminal Ramp Area requirement for such Fiscal Year calculated pursuant to Paragraph (c) of this Section 8.05, by the total number of square feet of Aircraft Parking Area assigned to all Signatory Airlines.

(c) The Terminal Ramp Area requirement for each Fiscal Year shall be an amount equal to the sum of, for such Fiscal Year:

(i) Target Cost of the Terminal Ramp Area (or Net Cost of the Terminal Ramp Area if substituted pursuant to Section 8.08) and any supplemental charges required pursuant to Section 8.08;

(ii) Debt Service allocated to the Terminal Ramp Area; and

(iii) Fund Deposit Requirements and Working Capital Requirement allocated to the Terminal Ramp Area.

Section 8.06 Net Revenues Of Parking And Roadway Area.

The net revenues (or in the case of a negative number, the net deficit) of the Parking and Roadway Area shall be an amount equal to Non-Airline Revenues of the Parking and Roadway Area minus the sum of:

(i) O. & M. Expenses and the net deficit of the Indirect Cost Center allocated to the Parking and Roadway Area;

(ii) Debt Service allocated to the Parking and Roadway Area; and

(iii) Fund Deposit Requirements and Working Capital Requirement allocated to the Parking and Roadway Area.

Section 8.07 Net Revenues Of Support Facility Area.

The net revenues (or in the case of a negative number, the net deficit) of the Support Facilities Area shall be an amount equal to Non-Airline Revenues of the Support Facilities Area minus the sum of:

(i) O. & M. Expenses and the net deficit of the Indirect Cost Center allocated to the Support Facilities Area;

(ii) Debt Service and Working Capital Requirement allocated to the Support Facilities Area; and

(iii) Fund Deposit Requirements and Working Capital Requirement allocated to the Support Facilities Area.

Section 8.08 Target Cost.

The City and the Airline hereby agree that for the Fiscal Years ending December 31, 1993, 1994 and 1995, the Target Cost of the Airfield Area, the Terminal Area and the Terminal Ramp Area shall be as set forth on (Sub)Exhibit M hereto. Six months prior to the end of each Fiscal Year commencing with the Fiscal Year ending December 31, 1995, the City and the Airline shall negotiate in good faith to set the Target Cost of the Airfield Area, the Terminal Area and the Terminal Ramp Area for the ensuing Fiscal Year. In the event that the City and the Airline are unable to agree upon a Target Cost of the Airfield Area, the Terminal Area and the Terminal Ramp Area for any Fiscal Year, for such Fiscal Year, Net Cost of the Airfield Area shall be substituted for Target Cost of the Airfield Area for purposes of determining the Landing Fee Rate pursuant to Section 8.03(c)(i), Net Cost of the Terminal Area shall be substituted for Target Cost of the Terminal Area for purposes of determining the Terminal Rental Rate pursuant to Section 8.04(c)(i), and Net Cost of the Terminal Ramp Area shall be substituted for Target Cost of the Terminal Ramp Area for purposes of determining the Terminal Ramp Rate pursuant to Section 8.05(c)(i).

(a) In the event that Net Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area for any Fiscal Year (for which the City and the Airline have agreed upon a Target Cost) exceeds the Target Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area, as the case may be, for such Fiscal Year, the City shall use funds that would otherwise be deposited in the Airport Development Fund during that Fiscal Year pursuant to Section 7.03(a)(ii) to the extent necessary to make the deposits required to be made by the City pursuant to Section 7.03(a).

(b) In the event that Net Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area for any Fiscal Year (for which the City and the Airline have agreed upon a Target Cost) exceeds the Target Cost of the

Airfield Area, the Terminal Area or the Terminal Ramp Area, as the case may be, for such Fiscal Year by more than the amount that would, but for the provisions of Paragraph 8.08(a), be deposited in the Airport Development Fund for such Fiscal Year, then the City shall be entitled to charge the Airline, and the Airline shall be required to pay, such shortfall by means of an immediate adjustment in Airline Fees and Charges to include such shortfall.

(c) In the event that the Target Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area for any Fiscal Year (for which the City and the Airline have agreed upon a Target Cost) is in excess of the Net Cost of the Airfield Area, the Terminal Area or the Terminal Ramp Area, as the case may be, for such Fiscal Year, the City shall deposit in the Airport Development Fund such excess.

Section 8.09 Non-Party Landing Fees.

The City shall charge a Fee (the "Non-Party Landing Fee") for each Revenue Landing of any aircraft operated by a Non-Party. The Non-Party Landing Fee shall be the greater of either (i) a minimum landing fee established by the City; or (ii) the product of (a) the Maximum Approved Gross Landing Weight of the aircraft involved in the Revenue Landing; and (b) the Non-Party Landing Fee Rate. The Non-Party Landing Fee Rate for any Fiscal Year shall not be less than one hundred twenty-five percent (125%) of the Landing Fee Rate for such Fiscal Year.

Article IX.

Payment Of Rentals, Fees And Charges.

Section 9.01 Information On Airline Operations.

(a) Not later than one hundred twenty (120) days prior to the end of each Fiscal Year, the Airline shall furnish the City with an estimate of (i) the total Maximum Approved Gross Landing Weight of all aircraft to be landed at the Airport by the Airline during the next ensuing Fiscal Year and (ii) the number of Enplaned Passengers, Deplaned Passengers and through passengers of the Airline during the next ensuing Fiscal Year.

(b) Not later than the fifteenth (15th) day of each month of each Fiscal Year, the Airline shall complete and file with the City, on forms prescribed by the City, the following information and data for the previous month:

(i) the number of the Airline's Revenue Landings and Maximum Gross Approved Landing Weight of Revenue Landings;

(ii) the number of the Airline's Enplaned Passengers, Deplaned Passengers, through passengers and non-revenue passengers departing from the Airport;

(iii) the number of Revenue Landings, Enplaned Passengers, Deplaned Passengers and through passengers and Maximum Approved Gross Landing Weight of aircraft ground handled by the Airline; and

(iv) the amount of enplaned and deplaned freight, mail and other cargo, expressed in tonnage, handled by Airline.

Section 9.02 Statement Of Airline's Estimated Annual Airport Fees And Charges; Payment Of Airline Fees And Charges.

(a) Not later than sixty (60) days prior to the beginning of each Fiscal Year, the City shall furnish the Airline with a preliminary calculation pursuant to Article VIII for such Fiscal Year of the Terminal Rental Rate, the Airline's Terminal Rentals, the Airline's Terminal Ramp Fee and the Landing Fee Rate, and not later than the last day of the prior Fiscal Year, the City shall furnish the Airline with a revised estimated calculation of such amounts for such Fiscal Year (the "Statement of Airline's Estimated Annual Fees and Charges").

(b) Not later than the first (1st) day of each month of each Fiscal Year, the Airline shall pay, without invoice, all of its Terminal Rentals and Terminal Ramp Fees for such month, as set forth in the Statement of Airline's Estimated Annual Fees and Charges.

(c) Not later than the fifteenth (15th) day of each month of each Fiscal Year, the Airline shall furnish the City with a statement signed by an authorized representative of the Airline, certifying the actual number of the Airline's Revenue Landings, by type, model and weight of aircraft, during the preceding month, accompanied by payment of the amount of Landing Fees due for such preceding month based on such actual number of Revenue Landings.

Section 9.03 Adjustment Of Airline Fees And Charges.

If at any time during any Fiscal Year, the City's forecast based upon its most recently available information with regard to expenses and revenues actually incurred or realized during such Fiscal Year, together with the most recently available information with respect to Airline Fees and Charges actually received by the City, indicates that payment of Airline Fees and Charges by the Airline at the then-existing rates would result in

an underpayment or overpayment of five percent (5%) or more of the amount required hereunder to be generated by the City through Airline Fees and Charges during such Fiscal Year, the City may adjust the remaining monthly Airline Fees and Charges for such Fiscal Year to conform to its current projection; provided, however, that in no event shall the Airline Fees and Charges be adjusted more frequently than three times per year.

Section 9.04 Statement Of Airline's Actual Annual Airport Fees And Charges.

(a) Within one hundred twenty (120) days after the close of each Fiscal Year, the City shall recalculate and adjust the Landing Fee Rate, Terminal Rental Rate and Terminal Ramp Fee in effect during the preceding Fiscal Year. The City's adjustment shall be based on the calculation procedures established in this Agreement, but shall use actual costs, revenues, number of Deplaned Passengers, square footage of Leased Premises and Aircraft Parking Area and number of Revenue Landings and Maximum Adjusted Gross Landed Weight. Based on such adjustment and on the provisions of Section 8.08, the City shall recalculate Airline Fees and Charges payable for such Fiscal Year. Said Airline Fees and Charges shall be set forth and supported by the Statement of Airline's Actual Annual Airline Fees and Charges.

(b) In the event that the Airline's Airline Fees and Charges actually paid during such preceding Fiscal Year exceed the amount of the Airline's Airline Fees and Charges payable (as recalculated pursuant to (a) above), the Airline shall receive a credit in the amount of one-sixth (1/6) of such overpayment against each of the next ensuing six monthly payments of Airline Fees and Charges. In the event that the Airline's Airline Fees and Charges actually paid during such preceding Fiscal Year are less than the amount of the Airline's Airline Fees and Charges payable (as recalculated pursuant to (a) above), the Airline shall pay to the City within thirty (30) days of its receipt of the Statement of Airline's Actual Annual Fees and Charges the amount of such deficiency.

Section 9.05 Place Of Payment; Late Payments.

(a) All amounts due from the Airline hereunder shall be paid to the City of Chicago at the Office of the City's Comptroller or at such other place as may be hereafter designated by the City's Comptroller.

(b) Any amount which is not paid within five (5) days of when due and, if appropriate, invoiced, shall bear interest from its due date at a rate three (3) percent higher than the "corporate base rate" of interest announced from time to time by the largest commercial bank in the City. At any time such bank does not announce such a rate, the rate of interest shall be that charged by such bank to its most credit-worthy customers.

(c) Amounts due the City under this Agreement from any Signatory Airline may be included in the calculation of Airline Fees and Charges hereunder when more than ninety (90) days past due and reasonably deemed by the City to be uncollectible. The City shall diligently pursue all appropriate remedies to collect all such unpaid amounts both prior to and after the expiration of such ninety (90) day period and any such unpaid amounts subsequently collected shall be included in Non-Airline Revenues for the Fiscal Year in which collected.

Section 9.06 Security Deposits.

(a) In order to guarantee the timely payment of all Airline Fees and Charges, the Airline shall remit to the City, within ten (10) days of the Effective Date hereof, a security deposit in an amount equal to (a) the Airline's estimated Landing Fees for [one (1) month (as determined on the basis of the Airline's published schedule as of that date and the actual Landing Fee Rate effective as of that date), plus (b) the Airline's estimated Terminal Rentals for one (1) month (as determined on the basis of the square footage of the Airline's Leased Premises as of that date), plus (c) the Airline's estimated Passenger Facility Charges for one (1) month]. Such deposit shall be in the form of an irrevocable letter of credit from a bank acceptable to the City, cash, or such other form of security as the City may deem acceptable.

(b) At any time that (i) any of the Airline's Airline Fees and Charges or any other amounts due hereunder are more than thirty (30) days past due, (ii) the Airline shall fail to transmit to the City P.F.C.s in accordance with Section 17.02 hereof or (iii) the Airline shall fail to keep the Leased Premises and any interest therein and any improvements thereon free and clear of any and all liens in accordance with Section 12.05 of this Agreement, the City, upon written notice to the Airline, shall be entitled to apply the security deposit described in Section 9.06(a) above to the payment of such unpaid amounts or to the costs of removal of such liens, as the case may be. In any such event, the Airline shall again meet the security deposit requirement set forth in Section 9.06(a) above within seven (7) days from its receipt of such written notice.

Section 9.07 Right To Contest; No Abatement Or Set-Off.

(a) The payment by the Airline to the City, and the acceptance by the City from the Airline, of any amount hereunder shall not preclude either the Airline or the City from questioning the accuracy of any statement on the basis of which such payment was made, or preclude the City from making any claim against the Airline for any additional amount payable by the Airline hereunder, or preclude the Airline from making, within such period, any claim against the City for credit for any excess amount paid by the Airline hereunder.

(b) Notwithstanding the foregoing, the Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Airline Fees and Charges payable hereunder.

Section 9.08 No Other Fees And Charges.

No rents, fees or charges other than herein expressly referred to or provided for, shall be imposed by the City upon any of the Signatory Airlines, its employees, agents, passengers, Contractors, customers, suppliers of materials or furnishers of services for the use of or access to the Airport or otherwise directly or indirectly relating to the conduct of such party's business at the Airport; provided, however, that the foregoing shall not be construed to prohibit the City from imposing and collecting charges and fees (a) for the use of specified equipment or facilities at the Airport to recover the cost of such equipment or facilities, (b) for the use of the public auto parking areas on the Airport, (c) from operators of ground transportation to, from and on the Airport, (d) from any concessionaire at the Airport in accordance with the terms of a contract with the City for the operation of such concession, and (e) from any person, other than an airline conducting an air transportation business, for access to the Airport for the conduct of its business; and provided, further, that the City reserves the right to impose and use a Passenger Facility Charge; and provided, further, that the foregoing shall not apply to any taxes, permits or license fees levied or imposed by the City.

Section 9.09 Airline Books And Records.

The Airline shall maintain and/or make available upon reasonable notice at its office in Chicago, Illinois, or at the Airport, books, records and accounts relevant to the determination of any Airline Fees and Charges, including, without limitation, records of its Revenue Landings at the Airport, each such item of information to be maintained for a period of at least five (5) years from the date of creation unless necessary for pending litigation. If such books, records and accounts are not maintained at such office, the Airline shall in any case maintain such books, records and accounts within the United States and the Airline shall promptly furnish the Commissioner, the City Comptroller of the City and the U.S. Comptroller General with all information reasonably requested by them with respect to such books, records and accounts. The Commissioner, the City Comptroller of the City and the U.S. Comptroller General, and such persons as may be designated by them, shall have the right, at all reasonable times, subject to prior written notice to the Airline, to examine, make copies of, and take extracts from such books, records and accounts.

Section 9.10 City Books And Records.

The City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate under the provisions of this Agreement. Such books, records and accounts shall contain all items affecting the computation of Airline Fees and Charges, recorded in accordance with generally accepted accounting principles. The Airline shall have the right, at any reasonable time and at its own expense, to examine, make copies of, and take extracts from such books, records and accounts.

Article X.

Approval Of The Capital Improvement Program, Other Projects And The Issuance Of Bonds.

Section 10.01 Approval Of The Capital Improvement Program.

The City and the Airline each hereby approve the implementation, in accordance with the provisions of this Article X and Article XII of the Capital Improvement Program described in (Sub)Exhibit C. If the City reasonably expects the cost of any individual project listed on (Sub)Exhibit C to vary by more than fifteen percent (15%) from the estimated cost for such project set forth on (Sub)Exhibit C, it shall so notify the Airline. The City shall consult with the Airline as to how amounts available to fund the Capital Improvement Program should be allocated among the individual projects of the Capital Improvement Program; provided, however, that the final decision on such allocation of funds shall be in the sole discretion of the City.

Section 10.02 Issuance Of Bonds.

(a) The Airline hereby authorizes the City to issue Bonds and include in the calculation of Airline Fees and Charges the Debt Service on such Bonds, without any further approvals, for any of the following purposes:

(i) to fund all costs related to the Capital Improvement Program;

(ii) to fund the cost of planning, designing, constructing and equipping capital projects (A) necessary to comply with any current or future law, rule, regulation, policy or order of any federal, state or local agency or any federal or state grant agreement or airport certification requirement, (B) for emergency or airfield safety purposes, (C) which an Independent Airport Consultant has projected would result in no net increase in Airline

Fees and Charges on an average basis over a five (5) year period, (D) necessary to remedy any environmental concern or comply with any of the Environmental Laws, or (E) having a cumulative net cost (actual cost less the proceeds of any insurance, or the proceeds of any federal or state grant) to the City in any five (5) Fiscal Year period of less than $2.5 Million, excluding those capital projects funded with Bonds issued pursuant to subparagraphs (i), (ii)(A) through (D), and (iii);

(iii) to fund the cost of planning, designing, constructing and equipping any other capital project approved pursuant to Section 10.03;

(iv) to fund deficiencies in the amount of insurance or condemnation proceeds in accordance with the provisions of Article XIV;

(v) to fund, to the extent not covered by insurance, the cost of settling claims, satisfying judgments or complying with judicial orders against the City by reason of its ownership, operation, maintenance, development, improvement (including design and construction) or use of the Airport unless caused by the intentional misconduct or gross negligence of the City, its officials, employees, or agents;

(vi) to fund capitalized interest on, and Fund Deposit Requirements with respect to, Bonds issued pursuant to subparagraphs (i) through (v) above; and

(vii) to fund all costs related to the issuance of Bonds issued pursuant to subparagraphs (i) through (vi) above, including, but not limited to, underwriters' discount, legal and financial advisors' fees, other consultants' fees, credit facility fees, remarketing fees, bond insurance premiums and arbitrage rebate requirements.

(b) At least forty-five (45) days prior to the issuance of any Bonds, the City shall give written notice of such financing to the Airline. Such notice will provide the proposed terms of such financing and the estimated Debt Service payable as a result thereof. Upon request of a Majority-in-Interest filed with the City within ten (10) business days following receipt of such notice by the Airline, the City will convene a meeting of the Signatory Airlines to discuss the financing, including possible alternatives to the issuance of bonds. The Signatory Airlines have formed an Airport Affairs Committee to address financial and other issues requiring Majority-in-Interest approval.

(c) The Airline hereby acknowledges that prior to the Effective Date the City issued the Bond Anticipation Notes to fund certain costs related to the Capital Improvement Program and that the Debt Service on the Bond Anticipation Notes is includible in Airline Fees and Charges.

Section 10.03 Majority-In-Interest Approval For Additional Capital Projects.

(a) In the event the City desires to obtain approval for an additional capital project to be funded through the issuance of Bonds pursuant to Section 10.02(a)(iii), the City shall submit a proposal to the Signatory Airlines, which proposal shall include an estimate of (i) the cost of such capital project, (ii) the Debt Service resulting therefrom, (iii) the projected completion date for such capital project, (iv) the proposed allocation of Debt Service among the Cost Centers, and (v) projected impact upon rates and charges.

(b) A capital project shall be deemed to be approved pursuant to this Section 10.03 if a Majority-in-Interest does not disapprove of the capital project in writing to the City within thirty (30) days of the submission of the above-described proposal to the Signatory Airlines.

Section 10.04 Other Projects And Obligations.

(a) In addition to, and not in limitation of, any and all rights and obligations of the City contained in this Article X, the City may issue obligations (other than Bonds) and use the proceeds thereof to fund the cost of designing, constructing and equipping capital projects for the Airport or for any other airports owned, operated or controlled by the City so long as the debt service thereon is not included in the calculation of Airline Fees and Charges. Such issuance of obligations shall not require the consent of the Airline or a Majority-in-Interest. These obligations may include, without limitation, Special Facility bonds or bonds secured by Passenger Facility Charge revenues.

(b) In addition to, and not in limitation of, any and all rights and obligations of the City contained in this Article X, the City may, without the consent of the Airline or a Majority-in-Interest, fund the cost of designing, planning, constructing and equipping capital projects for the Airport or for any other airports owned, operated or controlled by the City, from any other source of funds available to the City for such purpose, including, without limitation: (i) amounts in the Repair and Replacement Fund and Emergency Reserve Fund (subject to the limitations provided elsewhere in this Agreement), (ii) amounts in the Airport Development Fund, or any other fund created pursuant to or as required by any Bond Ordinance, (iii) proceeds of Government Grants-in-Aid, (iv) proceeds of any gift, bequest, contribution or donation to the Airport, including any funds provided by any person or entity, including an airline, doing business at the Airport, (v) proceeds of any insurance or condemnation award subject to any restrictions on the use of such proceeds set forth in Article XIV hereof and (vi) proceeds of any Passenger Facility Charge.

Section 10.05 Special Facility Financings.

The following provisions shall apply in the event of a Special Facility:

(a) The provisions of Section 13.02 shall apply to any user of a Special Facility except that references to "Airline" shall be deemed to be references to the user of the Special Facility and references to "this Agreement" shall be deemed to be references to this Agreement or the Special Facility use agreement.

(b) In the event a Special Facility or a portion thereof shall be damaged or destroyed or is taken as a result of an eminent domain proceeding, all proceeds resulting from eminent domain proceedings shall be applied as provided below:

(i) The City shall replace, repair, rebuild or restore such portion of a Special Facility to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City may determine; or

(ii) The City shall apply such proceeds to redeem any outstanding Special Facility obligations, provided, however, that Special Facility obligations may be redeemed only if such damage, destruction or condemnation is of property the acquisition of which was funded with the proceeds of such Special Facility obligations, and if: (i) the Special Facility has been restored to substantially the same condition as it had been prior to such damage, destruction or taking; or (ii) the City has determined that the portion of the Special Facility damaged, destroyed or taken is not necessary to the operation of the Airport.

In the event that sufficient insurance proceeds or proceeds from eminent domain proceedings are not available to restore the Special Facility to such former condition, the City may issue Special Facility obligations to fund such deficiency pursuant to Section 10.04(a).

(c) The user of a Special Facility shall covenant that it will not assign, sublet, transfer, convey, sell, mortgage, pledge or encumber (any of the foregoing events being referred to herein as a "Transfer") such Special Facility or any part thereof, or any rights of the user of the Special Facility, nor will the user of the Special Facility allow the use of such Special Facility by any other person, without in each instance having first obtained prior written consent of the City.

(d) The City shall have the right, but shall not be obligated, to pledge the proceeds it receives from any transferee of the user of Special Facilities or from any subsequent tenant of Special Facilities ("Reletting Proceeds") to the payment of Special Facility obligations; provided, however, that for

any Special Facilities located in the Terminal Area, such proceeds shall be applied to the payment of the pro rata share for such Special Facilities of Terminal Rentals, as provided in subsection (e) below. Any ground rentals charged by the City to any user of Special Facilities shall be revenues of the Cost Center in which such Special Facility is located. Any reletting Proceeds received with respect to a Special Facility shall first be applied to the ground rentals charged for such Special Facility. Ground rentals for any Special Facility shall include a pro rata percentage of administrative and overhead expenses, as determined by the City.

(e) In the event a Special Facility is constructed in the Terminal Area, the City may determine to charge the Signatory Airlines and any user of a Special Facility, in addition to debt service on its Special Facility obligations and all other payments required to be paid by such user under the terms of its Special Facility lease, Terminal Rentals calculated as follows:

(i) A basic Terminal Rental Rate calculated in accordance with Section 9.04 with the following changes:

(A) for users of Special Facilities, the "Airline's Leased Premises" shall be deemed to be the premises exclusively or preferentially leased by such user in the Special Facility;

(B) for purposes of Section 8.04(c), the net cost of the Terminal Area shall exclude Debt Service allocated to the Terminal Area and attributable to Leased Premises of the Signatory Airlines (Section 8.04(c)(ii));

(C) the divisor for purposes of the calculation of the Terminal Rental Rate described in Section 8.04(b) shall be the sum of the total number of square feet of Leased Premises of all Signatory Airlines plus the total number of square feet of premises exclusively or preferentially leased in the Special Facility.

The basic Terminal Rental Rate so calculated shall be charged to each Signatory Airline for its Leased Premises under this Agreement and to the user of the Special Facility for the premises in the Terminal Area exclusively or preferentially leased to such user. Except as modified by this Section 10.05(e), Section 8.04 shall not apply in the event a Special Facility is located in the Terminal Area.

(ii) An additional Terminal Rental Rate calculated by dividing the sum of the Debt Service allocated to the Terminal Area and attributable to Leased Premises of the Signatory Airlines by the total number of square feet of Leased Premises of all Signatory Airlines (which shall not include the number of square feet of premises exclusively or preferentially leased in the Special Facility). The additional Terminal

Rental Rate so calculated shall be charged to each Signatory Airline as a component of its Terminal Rentals for its Leased Premises under this Agreement, but not to the user of a Special Facility for the premises in the Terminal Area exclusively or preferentially leased to such user.

(iii) In addition to the Terminal Rentals for premises exclusively or preferentially leased in Special Facilities, as provided in Subsections (i) and (ii) above, users of Special Facilities shall be obligated to pay the appropriate rentals for premises they lease that are not part of a Special Facility, including without limitation, Terminal Rentals for Joint Use Premises based on the joint use formula then in effect.

Article XI.

Obligations Of The Airline And The City.

Section 11.01 Operation, Maintenance, Replacement And Repair.

(a) The City shall, in accordance with (Sub)Exhibit H, operate, maintain and keep in good repair, expending such amounts for O. & M. Expenses as may be reasonably necessary therefor, all of the areas and facilities of the Airport except as specifically excepted by Section 11.01(b).

(b) The Airline shall, in accordance with (Sub)Exhibit H, be responsible for and shall perform or cause to be performed, maintenance and repair of its Leased Premises. The Airline shall, at all times:

(i) Keep all fixtures, equipment and personal property in a clean, safe, sanitary and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements and inside painting; such repairs, replacements and painting by the Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) For any equipment installed in or on the Leased Premises that is purchased using the proceeds of any financing sponsored by the City, repair, maintain and replace such equipment as is necessary to assure that at the end of the term hereof the fair market value of such equipment and its remaining useful life will be consistent with, and sufficient to establish for applicable tax and accounting purposes, ownership of such equipment by the City;

(iv) Control all of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its passengers, customers, employees, business visitors and other persons, and employ

such means as may be necessary to direct the movements of its vehicular traffic; and

(v) Either directly or through an independent contractor (which independent contractor shall obtain a City permit), dispose of its garbage, debris and other waste materials (excluding snow and ice).

If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of the Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, the Airline shall post guards or erect barriers or other safeguards as required and approved by the City and the F.A.A., at such locations. Compliance with such requirements shall not relieve the Airline from its liability for the safe performance of its obligations under this Agreement.

Section 11.02 Taxes, Licenses And Permits.

(a) The Airline shall pay or cause to be paid any and all taxes and shall obtain or cause to be obtained any and all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder, including without limitation, any and all taxes and other charges in connection with the Leased Premises.

(b) The City shall pay as an O. & M. Expense any and all applicable taxes or special assessments which may be levied or assessed upon the Leased Premises, except, however, any taxes associated with or assessed on any personal property or leasehold interests of the Signatory Airline located on such premises shall be the obligation of such Signatory Airline and, as such, shall be paid by such Signatory Airline and not by the City.

Section 11.03 Performance By The City Upon Failure Of The Airline.

If the Airline fails to perform, for a period of thirty (30) days after written notice from the City, any obligation required by this Article XI, the City may perform such obligation of the Airline, and charge the Airline for the cost to the City of such performance; provided, however, that if the Airline's failure to perform any such obligation endangers the health or safety of persons or the safety of operations at the Airport and the City so states in its notice to the Airline, the City may perform such obligation of the Airline at any time after the giving of such notice and charge the Airline for its costs of such performance.

Section 11.04 Performance By The Airline Upon Failure Of The City.

If the City fails to perform, for a period of thirty (30) days after written notice from the Airline, any obligation required by Section 11.01(a), the Airline may, but is not required to, perform, by itself or jointly with any other Airline Parties, such obligation of the City, and charge the City for the cost to the Airline of such performance; provided, however, that if the City's failure to perform any such obligation endangers the safety of the Airline's operation at the Airport and the Airline so states in its notice to the City, the Airline may perform, by itself or jointly with any other Airline Parties, such obligation of the City at any time after the giving of such notice and charge the City for its costs of such performance; and, provided further, that in either event, the Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between the Airline and the City relating to the Airport. The City shall not be liable to the Airline for any loss of revenues to the Airline resulting from any of the City's acts, omissions or negligence in maintaining and operating the Airport.

Section 11.05 Utilities.

The Airline shall be responsible for paying all utilities provided to the Airline, its Contractors, agents and employees at the Leased Premises.

Article XII.

Work.

Section 12.01 Work In Connection With Capital Projects.

Work on any capital project shall be performed in accordance with this Section 12.01.

The City may perform Work on capital projects directly, using its own forces; indirectly, through Contractors hired by the City; or through others, including Airline, delegated by the Commissioner in writing to perform the City's Work on capital projects; provided, however, that with respect to Project Contracts the City shall be named as a third party beneficiary with a direct right of enforcement. When so delegated to the Airline, Work on Projects shall be performed by the Airline in accordance with this Agreement and the Work Procedures set forth in (Sub)Exhibit J. The City, in its discretion, may pursue remedies against Project Contractors for Work with respect to Projects. The City shall not delegate Work to the Airline without the Airline's prior written consent.

Each Project Contract for Work in an amount in excess of $5,000,000 for Projects shall be publicly bid and awarded to the lowest responsive and responsible bidder; provided, however, that this requirement shall not apply if City determines in good faith that there is only one Project Contractor with the resources and experience necessary to perform the Work, or when the Project Contracts by their nature are not adapted to award by competitive bidding.

The City shall provide to the Airline at least once per Fiscal Year, a status report on the implementation of the Capital Improvement Program. Such status report shall include the project description, current status (percentage of design/construction completed), budgeted amount and the current estimated cost.

Section 12.02 Work In Connection With Airline Leased Premises.

(a) Airline shall have the right to perform Work on Leased Premises exclusively leased to the Airline at its own cost and expense, subject to the terms and conditions of this Agreement and to the provisions of paragraphs (b) -- (f) hereinbelow.

(b) Airline shall provide City with a project liaison (the "Project Liaison") through whom City shall direct all communications regarding the Work. The Commissioner may, if appropriate, identify a work liaison (the "Work Liaison") to Airline through whom Airline shall direct all communications regarding Work and from whom any necessary consents and approvals will be issued.

(c) Airline shall provide City with all drawings, plans and specifications necessary to allow City to review and approve the interface points between Airline's Work on such Leased Premises and the terminal building.

(d) Airline shall submit to City (i) initial and updated construction schedules (which shall be reviewed by City 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 Airline'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) copies of insurance policies and Contracts evidencing City has been named as an additional insured and indemnitee thereunder.

(e) City shall have the right to stop Work in the event it is not being performed in substantial accordance with the terms and conditions of this Agreement or in accordance with the drawings, plans and specifications approved by City under Section 12.02(c) above.

(f) In the event of termination or expiration of the term of this Agreement, if Airline's tenant improvements are attached or otherwise connected to the Leased Premises, Airline must leave them or, if removed, repair the Leased Premises to the reasonable satisfaction of City. Any tenant improvements left by Airline shall be deemed abandoned and become the property of City.

Section 12.03 Grant Of Construction Easement.

Airline, and any of its officers, employees, agents, and Contractors, shall be granted construction easements upon any part of the Airport, solely and to the extent necessary in connection with the performance of the Work hereunder, subject to the terms and conditions contained herein and those rules and regulations established by the Commissioner. Airline shall provide advance notice through the Work Liaison to City of any such intended entry. The consent to enter shall not create, nor be deemed to imply the creation of, any additional responsibilities on the part of City.

Airline 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 City in connection with the Work. In the case of any property owned by City, or property owned by and leased from City, Airline 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, 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 this Agreement.

Section 12.04 Nondisturbance Of Airport Tenants And Operations.

Any work by Airline and its Contractors shall be conducted in an orderly and proper manner, and shall not otherwise annoy, disturb, create a hazard, or be offensive to others at the Airport, or interfere with other projects on, or the operations of, the Airport, both landside and airside. Airline shall promptly comply, and shall cause its Contractors to comply, with any request from the Commissioner to correct the demeanor or conduct of the Contractors. In the event Airline or its Contractors fail to so comply, Commissioner shall have the right to stop any or all Work being performed, until such compliance is achieved, without terminating this Agreement. City shall not be responsible for any additional expense resulting from stopping Work.

Section 12.05 Liens Prohibited.

(a) The Airline covenants and agrees that it shall notify its Contractors of any tier that, to the extent permitted by law, no mechanics' liens under 770 ILCS 60/1 will be permitted to arise, be filed or maintained against the Leased Premises 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 Leased Premises; and the Airline for itself, its Contractors and employees 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) Except as permitted in Section 12.05(c), the Airline covenants and agrees that it shall keep the Leased Premises and any interest therein and any improvements thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

(c) If any of the Airline's Contractors, employees 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, the Airline agrees to cause such liens and claims to be satisfied, removed or discharged, by bond, payment or otherwise within thirty (30) calendar 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 the Airline is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged. Upon the Airline'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 as an O. & M. Expense, such expense to include legal fees and disbursements.

(d) The Airline shall give, or cause to be given, a copy of the provisions set forth in this Section 12.05 to all Contractors and shall include these provisions in all written contracts with Contractors and/or give written notice of same to all Contractors or other persons having oral agreements with such Contractors.

Section 12.06 Compensation.

(a) To The City.

(i) Within no less than thirty (30) days after receipt of an invoice from the Work Liaison in accordance with subparagraph (iii) below, Airline shall compensate the Work Liaison for the cost of those services provided by the Work Liaison in connection with any Work performed by Airline, whether involving Projects or tenant improvements. 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 Fiscal Year during which any Work is or has been performed an amount equal to 1½% of the aggregate expenditures for the Work 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 services.

(ii) During the continuation of Work, the Work Liaison shall provide Airline 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 Airline 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 Airline's reasonable request therefor.

(iii) The Work Liaison shall provide Airline with monthly invoices that describe time charges for the Work Liaison staff assigned to the Work, and any other costs associated with the services provided by the Work Liaison. Airline 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 Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices. Airline may further request, at Airline's expense, City to review and audit Work Liaison invoices related to the Work at any time. Airline shall, upon reasonable request therefor, receive copies of all such audits performed by City and may interview the personnel who performed such audits. In no event shall Airline withhold from the Work Liaison the payment of any undisputed amount.

(b) To The Airline.

(i) Costs to be paid by Airline by reason of or in connection with any Project shall be payable from Airport funds as specified herein, provided such costs are eligible for payment under this Agreement, and are either a Project identified on (Sub)Exhibit C or a Project approved by a Majority-

in-Interest. City shall reimburse Airline, from Airport funds approved for and available for such purpose, for the actual costs of the Work satisfactorily performed on such Project, not to exceed the cost associated therewith in (Sub)Exhibit C or in a Majority-in-Interest approval authorizing the Project ("Authorized Cost"). In the event it appears the Project may exceed the Authorized Cost, Airline shall promptly notify City so that City may either reduce the scope of Work to bring the Project within the Authorized Cost or obtain such approvals as may be necessary to increase the Authorized Cost. Upon notice to the City, Airline shall be entitled to stop Work under such circumstances until the scope of Work is reduced or the Authorized Cost is increased. Airline shall be solely responsible for any expenses incurred in excess of the Authorized Cost, except to the extent such excess costs have been approved by the City and, if required, by a Majority-in-Interest. Airline shall receive in accordance with the method set forth herein all Project Costs for which it is obligated by reason of or in connection with the Work to be performed under this Agreement in (Sub)Exhibit J. In the event Airline assigns its contracts to City, City shall be entitled to all funds which Airline would have received.

(ii) Airline shall submit a request for payment of Project Contractors to City in such form and content as may be reasonably requested by City, including without limitation the certificate described herein. Such request shall be certified in writing by Airline or by an authorized representative. With respect to any such requests for payment for Work, Airline shall also submit partial or complete lien waivers, as appropriate, executed by Project Contractors. Each request by Airline for payment shall set forth the following:

- the name of the person, firm, or corporation to whom the payment should be sent;
- the respective amount to be paid;
- the purpose, by general classification, for which payment is to be made;
- insofar as such payment obligation was incurred for Work, a certification that such Work was actually performed, and the request for payment is in accordance with the payment terms for such Work;
- a certification that such costs are presently due and payable and each item thereof is a proper charge and has not been included in any prior request for payment which has been paid; and
- each requisition will be consecutively numbered and accompanied by copies of appropriate documentation supporting the payments or reimbursements requested.

Notwithstanding the foregoing, such certificate by Airline may state that it is given without prejudice to any rights which Airline may have at the date of such certificate or may have in the future against any Project Contractor.

(iii) Airline covenants that the proceeds disbursed to its Project Contractors hereunder shall be applied solely to the purposes described in the request for disbursement.

(c) Retainage.

Airline shall deduct as retention from its invoiced amounts, ten percent (10%) of the amount invoiced for each Project Contractor until a total of fifty percent (50%) of the amount due under each Project Contract has been paid out, with a reduction to two percent (2%) upon the completion of the respective Work by each Project Contractor. All such retainage shall be released to each Project Contractor upon Project Contract closeout in accordance with (Sub)Exhibit J.

Article XIII.

Indemnification And Insurance.

Section 13.01 Indemnification.

(a) The Airline agrees to defend, indemnify and hold harmless the 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:

(i) the willful misconduct, negligent or tortious act or omission of the Airline, its agents, employees, licensees, Contractors;

(ii) the Airline's use or occupancy of the Airport and the Leased Premises;

(iii) the violation by the Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement, law, ordinance, regulation or court order affecting the Airport; and

(iv) suits alleging violations of any federal or state laws as a result of any actions taken by the Airline or the City, or obligations imposed upon the Airline or the City, pursuant to this Agreement;

and the Airline will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

(b) Without limiting the foregoing, the Airline also agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents and employees:

(i) 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 the Airline. The Airline shall cause its licensees, Contractors to maintain in effect at all times workers' compensation insurance as required by law.

(ii) from, and to assume all liability for, and to pay, all taxes and assessments for payment of which the City may become liable and which by law may be levied or assessed on the Leased Premises occupied by the Airline pursuant to this Agreement, or which arise out of the operations of the Airline or by reason of the Airline's occupancy of its Leased Premises. However, the Airline may, at its own risk cost and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit the Airline to contest or appeal the same. The Airline shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City copies of receipts of payment. In the event the City receives any tax billings, it will forward said billings to the Airline.

(iii) 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 Airline's use of the Airport for the landing and taking-off of aircraft.

(iv) 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 as a result of action or inaction by the Airline, its employees, agents or Contractors in connection with the release, threatened release or presence of any Hazardous Material 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, clean-up, remediation of any kind and disposal of such Hazardous Materials, all costs 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) Without limiting the foregoing, the Airline shall cause any Contractor to agree to protect, defend, indemnify and hold the City free and harmless from and against any and all claims, damages, demands, and causes of action of all kinds including without limitation, claims of property damage, injury or death, in consequence of granting the relevant Contract or arising out of or being in any way connected with the Contractor's performance under this Agreement except for matters shown by final judgment to have been caused by or attributable to the City's negligence. The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes. Contractor shall be solely responsible for the defense of any and all claims, demands or suits against the City including without limitation, claims by any employee, Contractors, agents, or servants of Contractor, even though the claimant may allege that the City is or was in charge of the Work or that there was negligence on the part of the City. "Injury" or "damage", as such words are used in this section shall be construed to include, without limitation, injury or damage consequent upon the failure of or use or misuse by Contractor, its subcontractors, agents, servants or employees, of any scaffolding, hoists, cranes, stays, ladders, supports, rigging, blocking, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the City.

(d) The City shall promptly notify the Airline of each claim, action, proceeding or suit in respect of which indemnity may be sought by the City against the Airline hereunder, setting forth the particulars of such claim, action, proceeding or suit, and shall furnish the Airline with a copy of all judicial filings and legal process and any correspondence received by the City related thereto.

(e) Without limiting the foregoing, a Majority-in-Interest shall have the right to elect to control the defense of any claim, action, proceeding or suit in respect of which indemnity may be sought by the City against the Airline under subparagraphs (b)(iii) or (b)(iv) of this Section 13.01.

(f) The City shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to approve the terms of any settlement related to such claim, action, proceeding or suit.

(g) Without limiting the generality of any other provision hereof, the Airline shall reimburse the City for the cost of any and all reasonable

attorneys' fees and investigation expenses and any other costs incurred by the City in the defense and handling of said suits and claims and in enforcing the provisions of this Agreement.

(h) Notwithstanding the provisions of this Section 13.01, the Airline shall have no obligation to indemnify the City for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of actions, suits, claims, demands, injunctive relief, judgments, awards and settlements solely and to the extent such are the result of the City's gross negligence or willful misconduct as determined by a final order of a court of competent jurisdiction.

(i) This Section 13.01 shall survive expiration or early termination of this Agreement. The Airline understands and agrees that any insurance protection furnished by the Airline pursuant to Section 13.02 shall in no way limit the Airline's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 13.02 Insurance.

(a) The Airline shall procure and maintain at all times, at the Airline's own expense, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois, covering all operations under this Agreement, whether performed by the Airline, or the Airline's contractors. The kinds and amounts of insurance required are as follows:

(i) 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 Agreement. Such insurance shall include employers' liability coverage with limits of not less than $500,000 for each accident or illness.

(ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent coverage with limits of not less than $200,000,000 per occurrence, combined single limit, for bodily injury, and property damage liability, and personal injury with a sublimit of $25,000,000. Such insurance shall include products/completed operation, independent contractors, broad form property damage, explosion, collapse, underground pollution, and contractual liability coverages. The City shall be named as an additional insured.

(iii) Automobile Liability Insurance.

When any motor vehicles are used in connection with Work to be performed by or on behalf of the Airline, the Airline 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. The City shall be named as an additional insured.

(iv) All Risk Builder's Risk Insurance.

When the Airline undertakes any construction at the Airport, including improvements, betterments or repairs, the Airline shall provide or cause its Contractor to 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. Coverage extensions shall include boiler and machinery, if applicable, earthquake and flood.

(v) All Risk Property Insurance.

Whenever the Airline has control over any premises, All Risk Property Insurance shall be maintained at replacement cost for such premises and the City shall be named as owner and loss payee.

(vi) Professional Liability.

When any architects, engineers, or consulting firms perform Work in connection with this Agreement, 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 renewed or replaced, the policy retroactive date must coincide with, or precede, start of Work on the contract.

(b) The Airline will furnish the Commissioner with original Certificates of Insurance evidencing the coverage required to be in force on the date of this Agreement, and renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement.

(c) The insurance hereinbefore specified shall be carried during the term of this Agreement. Failure to carry or keep such insurance in force shall

constitute a violation of the Agreement, and the City maintains the right to terminate this Agreement until proper evidence of insurance is provided.

(d) All insurance policies shall provide for sixty (60) days prior written notice to the City prior to the effective date of any change, cancellation or termination of such coverage.

(e) The Airline shall require all Contractors to carry the insurance required herein, or the Airline may provide the coverage for any or all Contractors, and, if so, the evidence of insurance submitted shall so stipulate.

(f) The Airline expressly understands and agrees that any insurance coverages and limits furnished by the Airline shall in no way limit the Airline's liabilities and responsibilities specified within the contract documents or by law.

(g) The Airline hereby waives and shall cause each Contractor to waive its rights of subrogation against the City, including the City's appointed and elected officials, agents and employees.

(h) The Airline expressly understands and agrees that any insurance maintained by the City shall apply in excess of and not contribute with insurance provided by the Airline under this Agreement.

(i) With respect to Work performed under or incident to this Agreement, the Airline further agrees to obtain and maintain insurance acceptable to the City which is primary as to any other existing, valid and collectible insurance and which names the City as additional insured to cover any and all of the City's comparative fault or negligence in granting, or arising out of or incident to the City's acts or omissions with respect to this Agreement.

Further, the insurance to be carried shall be in no way limited by any limitations expressed in the indemnification language herein nor any limitation placed on the indemnity therein given as a matter of law. The insurance shall cover and include any and all of the City's negligence or comparative fault under this contract. The Airline by executing this contract expressly waives any right of contribution against the City and all damages, claims, expenses and costs shall be satisfied from the proceeds of the insurance provided for herein.

In addition to the above, since the work is to be performed in Illinois, all such insurance shall specifically state that it covers the City's liability under the Illinois Structural Work Act whether the City is or was in charge of the Work or not.

(j) The Airline 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 the City.

(k) The City maintains the right to modify, delete, alter or change the requirements set forth under this Section 13.02 in accordance with A.C.I.-N.A. standards which may be published from time to time or other applicable industry standards.

Section 13.03 City's Insurance.

The City shall maintain liability and property insurance as deemed appropriate by the City for the Airport and as may be required by any Bond Ordinance.

Article XIV.

Damage, Destruction And Condemnation.

Section 14.01 Damage To, Destruction Or Condemnation Of Airport.

If the Airport or any portion thereof shall be damaged or destroyed or is taken as a result of an eminent domain proceeding, all insurance proceeds or proceeds resulting from eminent domain proceedings, as the case may be, shall be applied as provided below:

(a) The City shall replace, repair, rebuild or restore such portion of the Airport to substantially the same condition as that which existed prior to such damage, destruction or taking, with any alterations and additions as the City may determine; or

(b) The City shall apply such proceeds to redeem any outstanding Bonds; provided, however, that Bonds may be redeemed only if such damage, destruction or condemnation is of property the acquisition of which was funded with the proceeds of Bonds, and if: (i) the Airport has been restored to substantially the same condition as it had been prior to such damage, destruction or taking; or (ii) the City has determined that the portion of the Airport damaged, destroyed or taken is not necessary to the operation of the Airport.

In the event that sufficient insurance proceeds or proceeds from eminent domain proceedings are not available to restore the Airport to such former condition, the City may issue Bonds to fund such deficiency pursuant to Section 10.04(a). The City shall use reasonable efforts to notify the Airline of the City's determination whether to proceed pursuant to subsection (a) or (b) above, within six (6) months of the date of such damage, destruction or taking.

Section 14.02 Untenantable Conditions.

If the Leased Premises occupied by the Airline hereunder, or any substantial portion thereof, are damaged or destroyed and thereby rendered untenantable, and no Bonds are then outstanding, then, unless the City provides the Airline with alternative Leased Premises, (a) the Airline shall not be obligated to pay Terminal Rentals for such untenantable portion during such time as it remains untenantable, and (b) if such untenantable portion remains untenantable for more than one (1) year, the Airline shall be entitled, upon forty-five (45) days prior written notice to the City, to delete such untenantable portion from its Leased Premises; provided, that there shall be no abatement or reduction of Terminal Rentals or deletion from its Leased Premises at any time when Bonds, the proceeds of which funded the acquisition or the funding of such Leased Premises, are outstanding or where the untenantable condition is caused by the willful or negligent act or omission of the Airline, its agents, employees, licensees, Contractors, passengers, guests or invitees.

Article XV.

Rules And Regulations; Compliance With Laws.

Section 15.01 Rules And Regulations.

(a) The Airline shall comply, and shall cause its agents, employees, passengers, guests, invitees and Contractors to comply, with all Rules and Regulations governing the conduct at and the operations of the Airport, promulgated from time to time by the Commissioner.

(b) Nothing herein shall be construed to prevent the Airline from contesting in good faith any Rule or Regulation of the Airport, without being considered in breach hereof so long as such contest is diligently commenced and prosecuted by the Airline. The Airline shall be excused from complying with any Rule or Regulation of the Airport during any such contest unless the City reasonably determines that failure to comply with such Rule or Regulation constitutes a health or safety hazard at the Airport.

Section 15.02 Observance And Compliance With Laws.

(a) The Airline shall, and shall cause its agents, employees, Contractors and licensees to observe and comply with, and pay all taxes and obtain all licenses, permits, certificates and other authorizations required by all applicable federal, state, county and municipal laws, statutes, ordinances

and executive orders, including but not limited to all rules, regulations and directives of the Federal Aviation Administration or any successor agency thereto. The Airline agrees to make a part of and incorporate into this Agreement, by reference or by setting forth at length, at the option of the City, any and all statutes, rules and regulations and any assurances and covenants required pursuant thereto which may now or hereafter be required by the Federal Aviation Administration or any successor agency thereto, or other federal, state, county or municipal agency. To the extent applicable, the Airline shall comply with the provisions of (Sub)Exhibits K and L attached hereto. (Sub)Exhibits K and L may be amended by agreement of the Airline and the Commissioner. Further, the Airline shall execute and shall cause its Project Contractors to execute a Contractor's Affidavit in the form provided by the City.

(b) The City shall operate and maintain the Airport in a reasonably prudent manner and in accordance with the rules, regulations and orders of any federal, state, county or municipal agency having jurisdiction with respect thereto.

(c) The Airline shall operate and maintain the Leased Premises in a reasonably prudent manner and in accordance with the rules, regulations and orders of any federal, state, county or municipal agency having jurisdiction with respect thereto.

(d) Notwithstanding anything herein to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as may be amended from time to time, (ii) all regulations, rules, executive orders, policies and instructions pertaining to or promulgated pursuant to such statute or law, and (iii) all future statutes, laws, regulations, rules, executive orders, policies and instructions pertaining to the same or similar subject matter.

Section 15.03 Compliance With Environmental Laws.

The Airline shall, in conducting any activity or business on the Leased Premises, including environmental response or remedial activities, comply with all Environmental Laws, including but not limited to Environmental Laws regarding the generation, storage, use, transportation and disposal of solid wastes, Hazardous Materials, Special Wastes or other contaminants and regarding releases or threatened releases of Hazardous Materials, Special Wastes or other contaminants into the environment.

(a) Review of Environmental Documents. The Airline, at the request of the City, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials the Airline has prepared pursuant to any Environmental Law or submitted to any governmental regulatory agency; provided, that such

documents and materials relate to environmental issues or Environmental Laws and are pertinent to the Airport or the Leased Premises. If any Environmental Law requires the Airline to file any notice or report of a release or threatened release of Hazardous Materials or Special Wastes on, under or about the Leased Premises or the Airport, the Airline shall provide a copy of such report or notice to the City and, to the extent practicable, shall receive the approval of the City prior to submitting such notice or report to the appropriate governmental agency.

(b) Access for Environmental Inspection. The City shall have access to the Leased Premises to inspect the same in order to confirm that the Airline is using the Leased Premises in accordance with all of the Environmental Laws. The Airline, at the request of the City and at the Airline's expense, shall conduct such testing and analysis as is reasonable and necessary to ascertain whether the Airline is using the Leased Premises in compliance with all Environmental Laws. Any such tests shall be conducted by qualified independent experts chosen by the Airline and subject to the City's approval. Copies of reports from any such testing shall be provided to the City upon receipt by the Airline.

(c) Environmental Noncompliance. If the Airline fails to comply with any applicable Environmental Laws, the City, in addition to its rights and remedies provided in Article XVI below, may enter the Leased Premises and take all reasonable and necessary measures, at the Airline's expense, to insure compliance with Environmental Laws.

(d) Duty to Notify City. In the event of a release or threatened release of Hazardous Materials, Special Wastes or other contaminants into the environment relating to or arising out of the Airline's use or occupancy of the Leased Premises or in the event any claim, demand, action or notice is made against the Airline regarding the Airline's failure or alleged failure to comply with any Environmental Laws, the Airline immediately shall notify the City in writing and shall provide the City with copies of any written claims, demands, notices, or actions so made.

(e) Environmental Remediation. The Airline shall undertake such steps to remedy and remove any Hazardous Materials and Special Wastes and any other environmental contamination as are caused by the Airline on or under the Leased Premises, as are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Leased Premises into compliance with all Environmental Laws. Such work shall be performed at the Airline's sole expense after the Airline submits to the City a written plan for completing such Work and receives the prior written approval of the City. The City shall have the right to review and inspect all such Work at any time using consultants and representatives of its choice. The cost of such review and inspection shall be paid by the Airline. Specific cleanup levels for any environmental remediation Work shall be designed to meet all of the applicable Environmental Laws. In the event that the City is named in any

enforcement action or lawsuit by any party in connection with the environmental condition of the Leased Premises caused by the action or inaction of the Airline, the Airline shall defend the City and indemnify and hold harmless the City from any costs, damages or fines resulting therefrom.

(f) National Emission Standards for Hazardous Air Pollutants. The Airline warrants that all Work performed pursuant to this Agreement shall be performed in accordance with any applicable National Emission Standards for Hazardous Air Pollutants (N.E.S.H.A.P.), 40 C.F.R. 61.145.

Section 15.04 Compliance With F.A.A. Standards.

The Airline shall comply, and shall cause its Contractors to comply, with all laws, rules and regulations promulgated by the F.A.A. including, but not limited to, the following:

(a) Prohibition Against Exclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct an Air Transportation Business as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privileges and right of conducting any or all activities of an aeronautical nature.

(b) Government Inclusion. The Airline covenants and agrees that this Agreement shall be subordinated to the provisions of any existing or future agreement between the 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. The Airline further agrees that it shall not cause the City to violate any assurances made by the City to the federal government in connection with the granting of such federal funds.

(c) Nondiscrimination. This Agreement 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. The Airline, 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 grounds of race, creed, color, religion, age, sex or national original 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 Airline shall use the premises in compliance with all other

requirements imposed by or pursuant to regulations of the Department of Transportation.

(d) Nondiscrimination in Furnishing Services. The Airline agrees to furnish services in the United States in compliance with federal law and on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that the Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 15.05 Anti-Scofflaw.

The Airline hereby represents and warrants and shall cause each of its Project Contractors to represent and warrant, that the Airline or such Project Contractor, as the case may be, is not in violation of Section 2-9-320 of the Municipal Code, and further represents and warrants that, in the event of any such violation, the City shall be entitled to set off from those amounts invoiced by the Airline an amount equal to the amount of any fines or penalties owed to the City, subject to those exceptions stated in the Municipal Code.

Section 15.06 Ethics.

The Airline hereby represents and warrants and shall cause each of its Project Contractors to represent and warrant that the Airline or such Project Contractor, as the case may be, is not in violation of Chapter 2-156 of the Municipal Code. Any contract negotiated, entered into, or performed in violation of said chapter shall be invalid and without any force whatsoever.

Section 15.07 Inspector General.

The Airline understands and will abide by the provisions of Chapter 2-56 of the Municipal Code. The Airline acknowledges and agrees that it shall be the duty of the Airline and its Project Contractors to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code.

Article XVI.

Default And Termination.

Section 16.01 Events Of Default.

Each of the following shall be an "Event of Default" under this Agreement:

(i) The Airline 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 benefit of any present or future federal or state insolvency statute; or shall make a general assignment for the benefit of creditors;

(ii) The Airline 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 the Airline under any chapter of the Code;

(iii) By order or decree of a court, the Airline 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;

(iv) A petition under any chapter of the Code or an action under any federal or state insolvency law or statute shall be filed against the Airline and shall not be dismissed or stayed within sixty (60) days after the filing thereof;

(v) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator or other similar official shall take possession or control of all or substantially all of the property of the Airline and such possession or control shall continue in effect for a period of sixty (60) days;

(vi) The Airline shall become a corporation in dissolution;

(vii) The letting, license or other interest of or rights of the Airline 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 (i) through (v) of this Section 16.01;

(viii) The Airline shall fail to duly and punctually pay any Airline Fees and Charges required to be paid hereunder or shall fail to make payment of any other sum required to be paid to the City pursuant to this Agreement on or prior to the date such payment is due or, with respect to any amount for which no payment date is provided herein, then five (5) business days after written notice of the amount of such payment has been given to the Airline or an invoice for such payment has been submitted to the Airline;

(ix) The Airline shall fail to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Airline by the 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 the City's right to terminate this Agreement if corrective action is instituted by the Airline within such thirty (30) day period and diligently pursued until the failure is remedied;

(x) The Airline shall fail to perform Work in accordance with this Agreement, including, without limitation, the work procedures set forth in (Sub)Exhibit J, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Airline by the 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 the City's right to terminate this Agreement if corrective action is instituted by the Airline within such thirty (30) day period and diligently pursued until the failure is remedied;

(xi) Any lien shall be filed against the Leased Premises or any portion thereof resulting from any act or omission of the Airline, and shall not be discharged within thirty (30) days, unless the Airline shall within the aforesaid thirty (30) days furnish the City such security as the Commissioner in his discretion determines to be adequate to protect the interests of the City;

(xii) The Airline shall discontinue its Air Transportation Business at the Airport for a period of thirty (30) consecutive days or for a period of sixty (60) nonconsecutive days whenever occurring in the aggregate in any Fiscal Year or, after exhausting or abandoning any further appeals, the Airline shall be prevented for a period of thirty (30) consecutive days

by action of any governmental agency other than the City from conducting its Air Transportation Business at the Airport;

(xiii) The Airline shall cease using or abandon substantially all of its Leased Premises for a period of thirty (30) days;

(xiv) The Airline shall make any purported Transfer without the consent of the City, as set forth in Section 4.03;

(xv) The Airline shall fail to maintain its corporate existence or to remain duly qualified to do business in the State of Illinois or the Airline 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 the Airline consolidates with or merges into a wholly owned subsidiary of the Airline;

(xvi) The Airline shall default in the payment, when due, of any amounts now or hereafter owing by the Airline under any special facility agreement executed in accordance with Section 10.05;

(xvii) The Airline shall fail to meet any of the security deposit requirements set forth in Section 9.06; or

(xviii) The Airline shall fail to transmit to the City P.F.C.s on a timely basis in accordance with the P.F.C. Regulations or shall fail to comply with the provisions of Section 17.02.

Section 16.02 Termination By The City.

(a) Whenever an Event of Default has occurred and is continuing, the City may, at its option, immediately and without prior notice of such Event of Default:

(i) terminate this Agreement and the lettings, licenses and other rights of the Airline hereunder, without discharging any of the Airline's obligations hereunder and, at the City's further option, exclude the Airline from its Leased Premises and assigned aircraft parking positions;

(ii) without terminating this Agreement, exclude the Airline from its Leased Premises and assigned aircraft parking positions and use its best efforts to lease such Leased Premises to another airline for the account of the Airline, holding the Airline liable for all Airline Fees and Charges and other payments due hereunder up to the effective date of such leasing and for the excess, if any, of the Airline Fees and Charges and other amounts payable by the Airline under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are paid by such new Airline under such new agreement; or

(iii) without terminating this Agreement, request that the Airline cease performing the Work.

In addition, the City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Airline Fees and Charges and any other amounts payable by the Airline hereunder then due and thereafter to become due, and to enforce the performance and observance of any obligation, agreement or covenant of the Airline under this Agreement.

(b) The remedies set forth in this Article, shall be in addition to all other remedies which are or may be available to the City at law or in equity. Nothing in this Article shall be deemed to limit, restrict or affect the ability of the City to terminate this Agreement in accordance with Section 2.01.

(c) All rights and remedies hereinbefore given to the City and all rights and remedies given to the City by law, shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Leased Premises or assigned aircraft parking positions shall deprive the City of any of the City's remedies or actions against the Airline for Airline Fees and Charges or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Airline Fees and Charges or breach of covenant, or the resort to any other remedy herein provided for the recovery of Airline Fees and Charges be construed as a waiver of the right to obtain possession of the Leased Premises or assigned aircraft parking positions.

(d) In no event shall this Agreement or any rights or privileges hereunder be an asset of the Airline under any bankruptcy, insolvency or reorganization proceedings.

Section 16.03 Pursuit Of Remedies Against Defaulting Airline Parties.

A default by any Signatory Airline in the payment of Airline Fees and Charges pursuant to Section 9.02 or indemnification payments may, if not cured, result in a greater amount of Airline Fees and Charges payable by the Airline than would otherwise have been required. Accordingly, the City shall diligently pursue all remedies deemed appropriate by the City against any such defaulting Signatory Airline on behalf of and for the benefit of the non-defaulting Signatory Airlines, including the Airline, and shall give due consideration to any comments submitted to the City by the Airline with respect to the pursuit of such remedies.

Section 16.04 Termination By The Airline Prior To Payment Of Bonds.

At any time that Bonds are outstanding, and if the Airline is not in default hereunder, the Airline may terminate this Agreement and its obligations hereunder as to the Leased Premises to the extent set forth below, at

Airline's option, prior to the expiration of this Agreement by giving the City sixty (60) days advance written notice by registered or certified mail upon or after the happening and during the continuance of any of the following events:

(a) any action of the Federal Aviation Administration or any other federal, state, county or municipal governmental agency refusing to permit the Airline to operate into, from or through the Airport such aircraft (licensed for use in scheduled air transportation) as the Airline may reasonably desire to operate regularly thereon, and the remaining in force of such refusal for a period of at least sixty (60) days;

(b) the Airline is prevented from conducting its Air Transportation Business at the Airport for a period of one hundred eighty (180) consecutive days for any reason other than its own fault; or

(c) in the event (i) "slot controls", "noise mitigation" restrictions, F.A.A. regulations or other similar governmental regulations are imposed upon the Airline or the Airport, thereby substantially impairing the Airline's ability to operate at the Airport; or (ii) a new commercial airport which the City owns or controls, in whole or in substantial part, and having a level of annual operations at least equal to the Airport, is opened and operating within fifty (50) miles of the Airport.

The Airline may terminate this Agreement and its obligations hereunder as to all or any portion of Leased Premises upon the occurrence of an event set forth in subparagraphs (a), (b) or (c)(ii). Upon the occurrence of an event pursuant to subparagraph (c)(i), the Airline may terminate only such portion of its obligations hereunder as to the Leased Premises as are directly and substantially affected by the Airline's impaired ability to operate at the Airport.

Nothing in this section shall be deemed to limit, restrict or affect the ability of the Airline to terminate this Agreement in accordance with Section 2.01.

Section 16.05 Termination By The Airline After Payment Of Bonds.

At any time that no Bonds are then outstanding, and if the Airline is not in default hereunder, the Airline may terminate this Agreement and its obligations hereunder to the extent set forth below, at Airline's option, prior to the expiration of this Agreement by giving the City sixty (60) days advance written notice by registered or certified mail upon or after the happening and during the continuance of any of the following events:

(a) any action of the Federal Aviation Administration or any other federal, state, county or municipal governmental agency refusing to permit the Airline to operate into, from or through the Airport such

aircraft (licensed for use in scheduled air transportation) as the Airline may reasonably desire to operate regularly thereon, and the remaining in force of such refusal for a period of at least sixty (60) days;

(b) any failure by the City to keep, perform and observe any material promise, covenant or other provision of this Agreement for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the City by the Airline; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such thirty (30) day period, shall not give rise to the Airline's right to terminate this Agreement if corrective action is instituted by the City within such thirty (30) day period and diligently pursued until the failure is corrected;

(c) the Airline is prevented from conducting its Air Transportation Business at the Airport for a period of one hundred eighty (180) consecutive days for any reason other than its own fault; or

(d) in the event (i) "slot controls", "noise mitigation" restrictions, F.A.A. regulations or other similar governmental regulations are imposed upon the Airline or the Airport, thereby substantially impairing the Airline's ability to operate at the Airport; or (ii) a new commercial airport which the City owns or controls, in whole or in substantial part, and having a level of annual operations at least equal to the Airport, is opened and operating within fifty (50) miles of the Airport.

The Airline may terminate this Agreement and its obligations hereunder as to all or any portion of Leased Premises upon the occurrence of an event set forth in subparagraphs (a), (b), (c) or (d)(ii). Upon the occurrence of an event pursuant to subparagraph (d)(i), the Airline may terminate only such portion of its obligations hereunder as to the Leased Premises as are directly and substantially affected by the Airline's impaired ability to operate at the Airport.

Nothing in this section shall be deemed to limit, restrict or affect the ability of the Airline to terminate this Agreement in accordance with Section 2.01.

Section 16.06 Removal Of Airline Property.

(a) The personal property owned and placed or installed by the Airline in its Leased Premises shall remain the property of the Airline and must be removed on or before the expiration of the term or the expiration of any extension or renewal thereof at the Airline's sole risk and expense. Any damage to the Airport, the structure, the Leased Premises or any fixtures located therein resulting from such removal shall be paid for by the Airline. In the event of the termination of this Agreement, the Airline shall have

thirty (30) days after such termination during which to remove such property; provided, however, the City shall have the right to assert such lien or liens against said property as the City may by law be permitted. So long as any such property remains in the Leased Premises, the Airline's obligation to pay Airline Fees and Charges shall continue with respect to such Leased Premises.

(b) If the Airline's property is not removed as herein provided, the City may, at its option, deem such property abandoned and keep such property or, after written notice to the Airline and at the Airline's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in the 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 the Airline to the City, and any balance remaining shall be paid to the Airline.

Section 16.07 No Waiver By The City.

A failure by the City to take any action with respect to any default or violation by the Airline of any of the terms, covenants or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or subsequent violation or default. The acceptance by the City of payment for any period or periods after a default or violation of any of the terms, conditions and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of the City pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

Section 16.08 Agreement To Pay Attorneys' Fees And Expenses.

In the event the Airline defaults under this Agreement and the City employs attorneys or incurs other expenses for the collection of Airline Fees and Charges or any other amounts due hereunder, or for the enforcement or performance or observance of any obligation or agreement on the part of the Airline herein contained, the Airline shall, on demand, pay to the City the reasonable fees and expenses of such attorneys and any such other reasonable expenses incurred by the City as a result of such default.

Section 16.09 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 the City or its contractors, or the Airline or its Contractors, except to the extent that such failure, delay, or interruption results from failure on the part of the City or the Airline to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided that nothing in this Section 16.09 is intended or shall be construed to abate, postpone, or in any respect diminish the Airline's obligations to make any payments due the City pursuant to this Agreement.

(b) The 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.

Article XVII.

General Provisions.

Section 17.01 Covenant Not To Grant More Favorable Terms.

The City shall not enter into any lease, contract or other agreement with any other airline providing service at the Airport which contains any rates or charges more favorable to such Airline than the rates and charges payable hereunder by the Airline unless the City also makes those more favorable terms available to the Airline; provided, however, that the City reserves the right to charge for the use of the City-Controlled Facilities on a per use basis.

Section 17.02 P.F.C.s To Be Held In Trust For The City.

(a) The Airline shall hold the net principal amount of all P.F.C.s that are collected by the Airline or its agents on behalf of the City pursuant to 49 U.S.C. App. § 1513 and the rules and regulations thereunder (14 C.F.R. Part 158, herein, the "P.F.C. Regulations") in trust for the City. For purposes of this section, net principal amount shall mean the total principal amount of all P.F.C.s that are collected by the Airline or its agents on behalf of the City, reduced by all amounts that the Airline is permitted to retain pursuant to Section 158.53(a) of the P.F.C. Regulations. In the event that the Airline fails to make payments of P.F.C.s to the City in accordance with the P.F.C. Regulations, the City may require the Airline to establish a P.F.C. trust account pursuant to subsection (b) of this Section 17.02.

(b) In the event City requires the Airline to establish a P.F.C. trust account, and notwithstanding Section 158.49 of the P.F.C. Regulations, upon

receipt of P.F.C.s that are collected by the Airline or its agents on behalf of the City, the Airline shall establish, and shall deposit the net principal amount of such P.F.C.s in a trust account for the City's benefit (the "Trust Account"). The City and the Airline agree that the Trust Account shall be held in the name of the Airline as trustee for the City; provided, that the City and the Airline mutually agree to terms upon which amounts may be withdrawn from such account upon the joint direction of the City and the Airline. If the City and the Airline do not so agree, the Trust Account shall be held by an independent third party bank trustee, in which event such trustee's fees shall be payable by the City. The City shall have the right to select such trustee subject to the approval of the Airline, which approval will not be unreasonably withheld. The Trust Account shall be separate from and not commingled with all other Airline funds, including P.F.C.s collected on behalf of other airports. In accordance with Section 158.51 of the P.F.C. Regulations, any amounts required to be remitted to the City under such section shall be paid in any event by the Airline, as trustee, or by such third party bank trustee, to the City on or before the date specified in such section first out of the net principal amount, then, to the extent of any deficiency, by the Airline, out of income earned thereon and then, by the Airline, out of any available funds of the Airline. Funds in the Trust Account shall be invested solely in instruments issued or guaranteed by the United States government or any of its agencies, commercial paper rated A1 or P1 or better by, respectively, Standard & Poor's or Moody's Investor Service, or federally insured bank certificates of deposit. Any income earned on funds in the Trust Account on or prior to the date of required remittance to the City shall be the property of the Airline and shall be paid directly to the Airline. Any income earned on funds in the Trust Account after the date of required remittance to the City shall be the property of the City and shall be paid immediately to the City. In the absence of additional regulations governing the treatment of refunds, any refunds of P.F.C.s due to passengers as a result of changes of itinerary shall be paid proportionately out of the net principal amount attributable to such P.F.C.s and the amount that the Airline was permitted to retain under Section 158.53(a) of the P.F.C. Regulations attributable to such P.F.C.s. The Airline hereby acknowledges that the net principal amount of all P.F.C.s collected on behalf of the City shall remain at all times property of the City, except to the extent of amounts refunded to passengers pursuant to the preceding sentence (which shall remain the property of the City until refunded and become the property of the passenger upon and after refund). Other than the amounts that the Airline is entitled to retain pursuant to Section 158.53 of the P.F.C. Regulations, the Airline shall be entitled to no compensation.

(c) Upon the determination of a United States bankruptcy court in a final nonappealable order that a trust account is not required to establish the City's absolute right to immediately receive all P.F.C.s collected for the City and held by the Airline, this Section 17.02 shall no longer apply.

Section 17.03 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 the Airline the general representative or agent of the City for any purpose whatsoever.

Section 17.04 No Personal Liability.

No official, employee or agent of the City shall be charged personally by the Airline, its officials, employees, agents or Contractors, or by any assignee or sublessee of the Airline, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

Section 17.05 Notices.

Except as otherwise expressly provided hereunder, all notices and other communications provided for under this Agreement shall be in writing and shall be mailed, telexed, telecopied or personally delivered to the City and the Airline at the following addresses:

If To The City, To:

Commissioner
Department of Aviation
City of Chicago
20 North Clark Street
Chicago, Illinois 60602

If To The Airline, To:

_____

_____

_____

_____

or to such other person or address as either the City or the Airline may hereafter designate by notice to the other in accordance with this Section 17.10. Except as otherwise expressly provided hereunder, any notice or communication under this Agreement shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or otherwise), five (5) days after being deposited in the mails, postage prepaid and properly addressed; and (c) if sent by telex or telecopy, the earlier of (i) actual receipt by addressee and (ii) twenty-four (24) hours after confirmation of transmission.

Section 17.06 Entire Agreement.

This Agreement, including the attached (sub)exhibits and endorsements, constitutes the entire agreement of the parties on the subject matter hereof.

Section 17.07 Amendment.

Except as otherwise expressly provided herein, the provisions of this Agreement may be amended only by a written agreement signed by the City and the Airline.

Section 17.08 Applicable Law.

This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Illinois.

Section 17.09 Authorization To Operate; Consent To Service Of Process And Jurisdiction.

(a) The Airline warrants that it is a corporation organized and existing under the laws of the state shown on the signature page hereof. The Airline warrants that it is, and throughout the term of this Agreement it will continue to be, duly qualified to do business in the State of Illinois.

(b) All judicial proceedings brought against the Airline with respect to this Agreement may be brought in any court of competent jurisdiction having situs within the boundaries of the federal court district of the Northern District of Illinois including, without limitation, any of the courts within Cook County and by execution and delivery of this Agreement, the Airline 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. The Airline irrevocably designates and appoints the representative designated on the signature page hereto under the heading "Designation of Agent for Service of Process", as

its agent in Chicago, Illinois to receive on its behalf service of all process in any such proceedings in any such court (which representative shall be available to receive such service during regular business hours), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Airline to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City and is employed by the Airline. The Airline irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Agreement 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 the City to bring proceedings against the Airline in the courts of any other jurisdiction.

Section 17.10 Severability.

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or 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 Agreement shall not effect the remaining portions of this Agreement or any part hereof.

Section 17.11 Representatives.

The City and the Airline shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and the Airline, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the Commissioner, the City's representative shall be the Commissioner. The Airline's representative shall be designated in a written notice delivered to the City. Any party hereto may change its designated representative by notice to the other party.

Section 17.12 Actions By The City And A Majority-In-Interest.

(a) Whenever in this Agreement any approval is required from the Airline or from a Majority-in-Interest, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned.

(b) A Majority-in-Interest may, on behalf of the Signatory Airlines, waive or amend any provision of this Agreement; provided, however, that no such waiver or amendment shall discriminate materially and adversely against the rights of any single Signatory Airline without such Signatory Airline's approval.

(c) Wherever in this Agreement the approval of the City is required, such approval may be given by either the Commissioner or a designee of the Commissioner, except as otherwise expressly provided herein. Such approval, except for those approvals within the sole discretion of the City, shall not be unreasonably withheld.

Section 17.13 Successors And Assigns.

All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 17.14 Subordination To Bond Ordinance.

(a) This Agreement and all rights granted to the Airline hereunder, excepting only the Airline's rights pursuant to Section 4.04 hereof, are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by the City in any Bond Ordinance hereafter executed by the City to issue Bonds. The City expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of Bonds, including the creation of reserves therefor.

(b) The Airline understands that the City is and will be the issuer of Bonds. With the exception of taxable Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income from the holders of such Bonds for federal income tax purposes under the Internal Revenue Code of 1986, the Airline agrees that it will not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Leased Premises, if the act or failure to act may cause the City to be in noncompliance with the provisions of the Internal Revenue Code of 1986 as they may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will the Airline take, or persist in, any action or omission which may cause the

interest on the tax-exempt Bonds not to be excludable from the gross income of the holders thereof for federal income tax purposes.

Section 17.15 Certificate In Connection With Issuance Of Bonds.

The Airline agrees that in connection with any issuance of Bonds by the City, upon not less than ten (10) days prior request by the City, the Airline will deliver to the City a statement in writing certifying:

(a) that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);

(b) that the City is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and

(c) such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 17.16 No Third Party Beneficiaries.

This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 17.17 Counterparts.

This Agreement may be executed in one or more counterparts.

In Witness Whereof, The City has caused this Agreement 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 Chicago, and the Airline has caused this Agreement to be executed on its behalf by its _____, 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:

_____
Comptroller

Department of Aviation

_____
Commissioner

Approved As To Form And Legality:

_____
Corporation Counsel

_____

By: _____

Its: _____

Address For Notice To Airline:

_____

_____

_____

_____

State Of Incorporation Of Airline:

_____

Designation Of Agent For Service Of Process:

_____

_____

_____

_____

[(Sub)Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I" and "M" referred to in this Airport Use Agreement and Facilities Lease unavailable at time of printing.]

(Sub)Exhibits "J", "K" and "L" attached to the Airport Use Agreement and Facilities Lease read as follows:

(Sub)Exhibit "J".

Project Procedures.

1. Project Description.

Projects shall be described in writing by the Commissioner to Airline at the time of delegation of Work. The description of the Project shall include the estimated cost of the Work which shall be reimbursable to the Airline by the City.

2. Airline Coordination With City.

(a) If Airline is delegated a Project pursuant to Section 12.01 of the Agreement and accepts such delegation, Airline shall designate a Project Manager who shall manage and coordinate the Work. City shall direct all communications regarding the Work to the Project Manager.

(b) The Commissioner shall designate a Work Liaison to represent City in all matters relating to the performance of the Work hereunder and to constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this (sub)exhibit in which City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Airline is notified in writing by the Commissioner otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on City, in whole or in part, for the professional or technical accuracy of Airline's Work to be provided hereunder. The Commissioner shall be the final arbiter of any decision to be made or consent or approval to be given under this (sub)exhibit. The Work Liaison shall further assist Airline in coordinating Airline's Work with other projects and operations at the Airport and in Airline's contacts with any federal, state or local government agencies. If requested, Airline shall provide reasonable administrative space for the Work Liaison on or contiguous to the Work site. The Work Liaison shall provide such personnel as may be needed from time to time.

3. Standard Of Performance.

Airline 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 Work hereunder.

Airline 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 any Airport Design and Construction Standards.

Airline shall further require its Project Contractors to perform all Work required of them in accordance with the above standards and in a safe, efficient, good and workmanlike manner. Airline shall require its Project Contractors to replace all damaged or defective Work. Subject to the terms and conditions stated herein, Airline shall replace or correct such Work not

so corrected or replaced by any Project Contractor, or shall cause such Work to be replaced or corrected by another Project Contractor, and thereafter shall prosecute, or shall assign its rights to so prosecute to City upon reasonable request therefor, any and all claims it may have against Project Contractors for failure by Project Contractors to comply with the standards of performance imposed upon them in the Project Contracts and hereunder.

In the event Airline or its Project Contractors fail to comply with the above-referenced standards, Airline shall perform again, or cause to be performed again, at its own expense, any and all Work which is required to be reperformed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the Work by City, Airline 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 City against Airline or its Project Contractors, either under this Agreement, at law, or in equity.

4. Approval Of Project Contractors.

Prior to the hiring by Airline of Project Contractors, Airline shall submit a list of prequalified contractors to City for review and approval. In addition, City shall have the right (but not the obligation) to review, and approve the form of, Airline's Project Contract with any person or firm hired to act as a Project Contractor in connection with the performance of Work. Airline shall include in its Project Contracts all provisions required by this Agreement, such provisions as may be required by this Agreement, such provisions as may be required by law at the time such Project Contract is awarded, and such provisions as may be reasonably requested by City, its Risk Manager, its Purchasing Agent and its legal counsel.

5. Assignment Of Project Contracts.

All Project Contracts shall contain provisions making them assignable to City. Upon the occurrence of an Event of Default under this Agreement, City shall have the right to require that Airline complete the assignment to City of any and all Project Contracts. Such assignment shall be in writing and in a form and substance acceptable to City. Airline agrees that all such Project Contracts shall further contain a clause which provides that in the case of any Project Contract so assigned, the Project Contractor shall be deemed to have waived any and all claims, suits, and causes of action arising out of or relating to the performance of such Project Contract prior to the effective date of such assignment, unless such Project Contractor notifies City in writing of such claim, suit, or cause of action prior to the effective date of such assignment. City shall not be responsible for any claims relating to such Project Contracts arising from or related to any fraud,

misrepresentation, negligence or willful or intentionally tortious conduct by Airline, its officials, employees, agents or other Project Contractors.

6. Requirements For Work.

(a) Project Planning, Design, And Fabrication Phase:

Airline 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 review and comment by the Work Liaison. Such drawings, plans, and specifications, and all amendments thereto, and the cost and schedule information to be provided by Airline under this Paragraph 4(b), 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 Airline intends to adopt fast track construction procedures, Airline must still complete each contract package to a reasonable level of detail (including alternate designs selected by Airline for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Airline shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Airline 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, Airline 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 Airline'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) Airline's initial and updated cost estimates for the Work, individually and aggregated.

(c) Installation, Construction, Start-Up And Testing Phase:

(i) The Work Liaison shall have the right to monitor the Work to assure that the Project is 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, Airline shall submit, or cause to be submitted, to the Work Liaison copies of all

-- surveys, soil borings, and field test reports;

-- contracts;

-- 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 Work;

-- maintenance and operations manuals in connection with buildings systems;

-- as-built drawings;

-- warranties;

-- test and start-up results; and

-- any other documents related to the Work which may be reasonably requested by City.

(ii) No change order which materially changes the scope of the Work or the Project shall be implemented by Airline 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 cost, schedule, drawings, plans, and specifications or applicable standards, Airline 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

cost, schedule, drawings, plans and specifications and applicable standards, the Work Liaison may, by written notice to Airline, (i) suggest to Airline that Airline withhold payments from any Contractor which has performed, in the judgment of the Work Liaison, Work which is at material variance from the approved cost, schedule, drawings, plans and specifications, or applicable standards or (ii) suggest to Airline that it stop Work where it is directly affected by such variance from the approved cost, schedule, drawings, plans, specifications and applicable standards. If Airline's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Airline to stop any other Work that is at variance with the approved cost, schedule, 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 cost, schedule, drawings, plans, and specifications or applicable standards shall be corrected or replaced by Airline, directly or through its Contractors, provided that the Work Liaison has informed Airline 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 Project or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform Airline of such variance as soon as reasonably practicable. If such Work is not corrected or replaced by Airline within thirty (30) days following notice from the Work Liaison to Airline, the Work Liaison may cause such Work to be corrected or replaced, with City's own forces or otherwise, at the expense of Airline, provided that in the event such Work cannot be corrected or replaced within said thirty (30) day period, Airline shall be afforded such additional time as the Work Liaison may determine to be reasonably necessary to correct or replace such Work.

7. Ownership.

City shall be and become the owner of each component of the Project upon the City's acceptance of that respective component.

8. No Damages For Delay.

Airline agrees and shall cause its Project Contractors to agree that claims for damages or charges for additional costs or fees shall not be made against City by Airline or Project Contractors, absent bad faith, fraud, or direct tortious interference, for costs incurred by reason of delays, disruptions, or hindrances in the Contractors' Work. In the event that any Contractor is

delayed by causes beyond the reasonable control of such Contractor, the Project schedule for the performance of the Work may be extended by Airline with City approval, to reflect the extent of such delay, provided that Airline shall have given City written notice within ten (10) days of the commencement of such delay and shall have received City's written approval of the extension, which approval shall not be unreasonably withheld. Such notice by Airline shall include a description of the reasons for the delay and the steps to be taken by Airline and Contractor to mitigate the effect of such delay on the Project schedule. City's permitting any Contractor to proceed with its Work, or any part thereof, after such extensions shall in no way operate as a waiver of any other rights on the part of City. City shall not be responsible to Airline or its Contractors for any claims for damages or charges for additional costs or fees incurred by reason of delays, disruptions, or hindrances caused by Airline's bad faith, fraud, or direct tortious interference with its Contractors.

9. Prevailing Wage.

All Project Contracts entered into by Airline shall contain provisions complying with 820 ILCS 130/0.01, et seq., as it may be amended (the "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 such Project 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 the Project Contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such Project Contracts. Upon request by City, Airline shall provide City with copies of all Project Contracts entered into by Airline to evidence compliance with the provisions of the Act.

10. Performance And Payment Bonds.

Airline shall require each of its Project Contractors performing construction Work at or related to the Airport to post a performance and payment bond in the full value of the construction Work to be performed under its Project Contract. Such bonds shall comply with the provisions of 30 ILCS 550/1, as amended and Section 2-91-030 of the Chicago Municipal Code. The bond shall be in same form and content as provided by City. The surety issuing such bond shall be acceptable to City's Risk Manager. City and Airline shall be named as co-obligees on all such bonds; provided, however, that City shall be named as the primary co-obligee.

11. Veterans Preference.

Airline shall insure that the following provision is inserted in all Project Contracts entered into with any Project Contractors and any labor

organization which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor, or services in connection with this Agreement.

"Contractor shall comply with provisions of 330 ILCS 55/0.01, et seq. 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. In the employment of labor (except executive, administrative and supervisory positions) a preference shall be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates."

12. Steel Products.

Airline shall insure that the following provision is inserted in all Project Contracts entered into with any Contractors and any labor organizations which furnish skilled, unskilled and craft union labor or services in connection with the Project.

"This contract shall be subject to all provisions of the 'Steel Products Procurement Act' (30 ILCS 565/1, 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 steelmaking 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."

13. Residency.

In the event that this Agreement is for construction in excess of $100,000, Airline shall include a provision in its Project Contract that Project Contractor 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 Project 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.

14. Liquidated Damages.

If the Work is not substantially complete within the time frames set forth in the Project Contract, as adjusted by change orders, both additive and deductive, it is understood that the City will suffer substantial damage; and it being impracticable and infeasible to determine the exact amount of actual damages which may be sustained, it is agreed that the Contractor shall pay as liquidated damages, and not as a penalty or as a limitation on the City or Airline, a sum in accordance with the amounts set forth in the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction applicable at the time the Project Contract is entered into for each calendar day the Work is not substantially complete.

15. Anti-Apartheid.

Airline shall cause its Project Contractors to comply, on behalf of the City, with Chapter 3-68 of the Municipal Code of Chicago (as applicable) and the regulations issued pursuant hereto, subject to any waivers or exceptions which are permissible thereunder. In addition, the Airline shall cause its Project Contractors to execute an affidavit in the form provided by the City. City shall be granted the express right in the Construction Contracts to declare a default and terminate all existing Project Contracts if the Airline enters into any Project Contract which violates any provision of Chapter 3-68 of the Municipal Code of Chicago (as applicable), including but not limited to (i) a violation of the certifications contained in the affidavit; (ii) the concealment of an existing contractual relationship or entering into 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 (iii) the sale to City of goods principally manufactured, produced, assembled, grown, or mined in South Africa. This right of termination is supplemental to any other remedy which the City may have under this Agreement, at law, or in equity, and shall entitle the City to direct, indirect, special, and consequential damages and any other appropriate legal or equitable remedy. Further, the Airline understands and acknowledges, and agrees to inform its Contractors, that any person who violates any provisions of Chapter 3-68 of the Municipal Code of Chicago shall be subject to fines 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.

16. MacBride Principles For Northern Ireland.

The City of Chicago, through the passage of the MacBride Principles ordinance, seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary Project Contractor conducts any business operations in Northern Ireland, it is hereby required that the Project Contractor shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those Project Contractors who take exception in competitive bid contracts to the provision set forth above, the City shall assess an eight percent penalty. This penalty shall increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty shall apply only for purposes of comparing bid amounts and shall not affect the amount of any contract payment.

The provisions of this Section shall not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

(Sub)Exhibit "K".

Compliance With All Laws.

Airline shall comply and shall include in all of its Contracts a requirement that its Contractors comply with all applicable federal, state, and local laws, codes, regulations, ordinances, executive orders, rules, and orders. Airline agrees that all of the provisions set forth in this (Sub)Exhibit will be incorporated in all Contracts. Further, Airline shall execute and shall include in all of its Contracts a requirement that its Contractors execute such affidavits and certifications as shall be required by the City. Such certifications shall be attached and incorporated by reference in the applicable Project Contracts. In the event that any Contractor is a

partnership or joint venture, the Airline 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.

1. Nondiscrimination.

a. General Requirements.

It shall be an unlawful employment practice for the Airline to fail to hire, to refuse to hire, to discharge, or 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 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.

Airline shall comply with the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended. Airline shall further comply with Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Secs. 793 -- 794 (1981); the Americans with Disabilities Act, P.L. 101-336, 41 C.F.R. Part 60, et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and F.A.A. Circular No. 150/5100 15A.

b. State Requirements.

Airline shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as amended; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01, et seq., as amended; and the Environmental Barriers Act, 410 ILCS 25/1, et seq..

c. City Requirements.

Airline shall comply with the Chicago Human Rights Bond Ordinance, Chapter 2-160, Section 2-160-010, et seq. of the Municipal Code (1990), as amended.

Further, the Airline shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

2. Equal Employment Opportunity.

In the event of the Airline's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Airline may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Airline agrees as follows:

(a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) That, if it hires additional employees in order to perform this Agreement, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreements, a notice advising such labor organization or representative of its obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with it in its efforts to comply with such Act and Rules, it will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be reasonably requested by the Department or the City, and in

all respects comply with the Illinois Human Rights Act and the Department's Rules.

(f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the City and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

(g) That it will include, verbatim or by reference, the provisions of this Section 2 in every Construction Contract it awards under which any portion of the obligations are undertaken or assumed, so that such provisions will be binding upon such Contractor. In the same manner as with other provisions of this Agreement, the Airline will be liable for compliance with applicable provisions of this clause by its Contractors; and further it will promptly notify the City and the Department in the event any Contractor fails or refuses to comply therewith. In addition, the Airline will not utilize any Contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3. Safety And Security.

(a) The Airline expressly acknowledges its responsibility to provide security at the Airport in accordance with 14 C.F.R. Part 107, "Airport Security", as such may be amended from time to time, and with all rules and regulations of the City concerning security procedures, including the Airport's approved security program. The Airline expressly acknowledges its responsibility to provide security with respect to airplane operations in accordance with 14 C.F.R. Part 108, "Airplane Operation Security", as such may be amended from time to time, and with the rules and regulations of the City concerning security procedures, including the Airport's approved security program.

(b) The Airline shall insure that the following provision is inserted in all contracts entered into with any Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement: "This Agreement 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 Airline, or any individual employed by Airline, in the performance of this Agreement, 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 area,

Airline shall be subject to, and further shall conduct with respect to its Contractors and their respective employees, 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 Agreement involves the construction, reconstruction, demolition or alteration of facilities to be located at or on the Airport, Airline 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 Agreement involves the design of facilities or equipment, the drawings, plans, and specifications to be provided under the Agreement 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."

4. Americans With Disabilities Act.

The Airline shall insure that the appropriate provision set forth below is inserted in all contracts entered into with any design professional or with any Contractors and any labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any materials, labor or services in connection with this Agreement:

Designs.

"The Consultant warrants that all design documents produced for the City under this Agreement 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, 410 ILCS 25/1, et seq., 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 standards providing greater accessibility."

Construction Contracts.

"All construction or alteration undertaken by Contractor 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, 410 ILCS 25/1, et seq., and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. The Contractor shall, prior to construction, review the plans and specifications and notify the Airline and the City in the event that the plans and specifications are not in compliance with the above referenced standards."

(Sub)Exhibit "L".

Affirmative Action.

(a) Minority And Women Business Enterprises.

Airline shall provide for the participation of Minority and Women Business Enterprises in any Project it performs under this Agreement. To this end, Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchases, Contracts and Supplies for Minority and Women Business Enterprises, a goal for the award of Project Contracts, and a reporting procedure agreeable to the Airline and the City.

(i) Policy.

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprises program:

Airline is committed to providing fair and representative opportunities for minorities and women and Minority and Women Business Enterprises in its Work. Neither Airline 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 the Work hereunder. 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 Contracts awarded by Airline.

This policy shall be stated in all Project Contracts, circulated to all employees of Airline in affected departments, and made known to minority and women entrepreneurs.

(ii) Liaison.

To ensure compliance and the successful management of Airline's Minority and Women Business Enterprise program, Airline 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. Further, all personnel of Airline and all others with responsibilities in the supervision of Project Contracts for the Airline are to see that actions are performed consistent with the affirmative action goals of this Agreement.

(iii) Goals.

The goals to be met by Airline in the Project hereunder 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 Work. These goals shall be administered in a manner to assure City and Airline that: (1) the Work shall be completed at a reasonable and acceptable cost to Airline, (2) the Work shall be completed on a reasonable and acceptable timetable to Airline and City and, (3) the quality of the Work shall be reasonable and acceptable to Airline and City.

The goals of the Airline for participation by Minority and Women Business Enterprises (M.B.E. and W.B.E.) in the Project 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 Project.

Should Airline determine that no M.B.E. and W.B.E. is capable or available to perform the Project, it shall notify the Commissioner 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. Airline shall also notify the Department of Purchases, Contracts and Supplies, who shall determine if any M.B.E. and W.B.E. are available to perform the Work needed. If the Department of Purchases, Supplies and Contracts determines that M.B.E.s or W.B.E.s are available to perform such Work, it shall notify the Airline of such availability and Airline will be required to utilize such M.B.E. and W.B.E. to the extent the goals set forth above can be met.

(iv) 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 this Agreement.

(v) Reporting.

The Minority and Women Business Enterprises progress report required by this section shall be made on forms or on a format established by City and agreeable to Airline. Such reports shall include the following items:

(a) the total amount of prime and subcontract awards during the quarter and, for any Project 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;

(b) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprises;

(c) 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;

(d) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and

(e) an evaluation of the overall progress to date toward the Minority and Women Business Enterprise goals for the Work.

(b) Equal Employment Opportunity And Affirmative Action Plan.

Airline must commit to establish, maintain and implement a written Equal Employment Opportunity and Affirmative Action Plan (the "E.E.O./A.A. Plan") for that Work involving Project construction, which plan is acceptable to City and Airline.

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

(c) Chicago First Hiring Program.

In the event there are Project Contracts subject to this Agreement, City, through the Mayor's Office of Employment and Training ("M.E.T."), will provide a Chicago First Hiring Program ("Chicago First Program") to Airline. 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 Airport projects.

Airline 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 as a result of the Project.

Airline agrees to ensure that in the aggregate hours of Project involving construction work to be performed, 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.

(d) Reporting And Compliance.

In the event that there are Project Contracts subject to this Agreement, at quarterly intervals, beginning ninety (90) days following the execution of this Agreement, Airline shall submit to City progress reports on forms or on a format established by City's Department of Purchases, Contracts and Supplies and agreeable to Airline, that provide required information concerning Airline compliance with Airline's M.B.E./W.B.E. requirements, E.E.O. and Affirmative Action Plan, and Chicago First Hiring Program.

(e) Non-Responsible Bidder.

Prior to awarding any Project Contracts, Airline shall provide City with the names of vendors who may be awarded such Contracts. City shall promptly notify Airline if a potential vendor appears on the City's list of non-

responsible bidders. Airline agrees that no Contracts for Work shall be awarded to persons or corporations identified on 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.

(f) Contracting Authority Of Airline.

Nothing contained herein shall be deemed to supersede the authority and responsibility which may otherwise be granted to Airline with respect to the contracting process for the Work.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

APPOINTMENT OF MS. STEPHANIE M. STEPHENS AS MEMBER OF AFFIRMATIVE ACTION ADVISORY BOARD.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Stephanie M. Stephens as a member of the Affirmative Action Advisory Board for a term ending October 31, 1994 , having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the appointment.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

On motion of Alderman Austin, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Stephanie M. Stephens as a member of the Affirmative Action Advisory Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

SUPPLEMENTAL APPROPRIATION AND AMENDMENT TO 1994 ANNUAL APPROPRIATION ORDINANCE NECESSARY TO REFLECT INCREASE IN AMOUNT OF GRANT FUNDS RECEIVED FROM FEDERAL AND STATE AGENCIES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 1994 Annual Appropriation Ordinance necessary to reflect an increase in the amount of grant funds received from federal and state agencies, and having been presented with a substitute ordinance by the Office of Budget and Management, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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 1994 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and private agencies; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and private agencies 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 program 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 $2,613,000 not previously appropriated, representing additional awards from agencies of the federal and state governments has become available for appropriation for the year 1994.

SECTION 2. The sum of $2,613,000 not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 1994, and the Annual Appropriation Ordinance for the Year 1994, as amended, is hereby further amended by striking the words and figures and by adding the words and figures indicated in the attached Exhibit A.

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

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

Exhibit "A".

Amendment To The 1994 Annual Appropriation Ordinance.

925 -- Grant Funds.

Code	Department And Item	Strike Amount	Add Amount
	Estimate Of Grant Revenue For 1994		
	Awards from agencies of the federal government	$641,734,519	$644,244,519
	Awards from agencies of the state government	102,531,000	102,634,000

925 -- Grant Funds.

	Mayor's Office Of Special Events:		
	State Tourism Matching Grants	3,000	21,000

Code	Department And Item	Strike Amount	Add Amount
	Department Of Health:		
	Alcohol and Drug Abuse Prevention (C.E.P.A.D.A.)	$ 1,013,000	$ 1,127,000
	Ryan White HIV Emergency Relief CARE Act: Title I formula	2,708,000	4,707,000
	HOPE HIV Prevention (Alliance of AIDS Services)	244,000	278,000
	Tuberculosis Control/HIV T.B. Related	1,852,000	2,249,000
	Department Of Police:		
	Strategic Motor Vehicle Theft Reduction	962,000	1,000,000
	Chicago Public Library:		
	Radio Information Services	354,000	367,000

ACCEPTANCE OF GRANT FROM CHICAGO HOUSING AUTHORITY NECESSARY TO PROVIDE ON-SITE SERVICE COORDINATORS IN C.H.A. SENIOR HOUSING COMPLEXES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 Housing Authority necessary to provide service coordinators in C.H.A. Senior Housing Complexes, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Department on Aging (the "Department") has applied for grant funds in the amount of $699,170 (the "Grant Funds") from the Chicago Housing Authority ("C.H.A."); and

WHEREAS, The Grant Funds will be used to establish a system of on-site service coordinators for thirteen C.H.A. senior complexes to provide counseling, recreation, social activities and access to support services such as home delivered meals and housekeeping services (the "Program"); now, therefore,

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

SECTION 1. The sum of $699,170 not previously appropriated, representing the Grant Funds, is hereby appropriated from Fund 925 -- Grant Funds for the year 1994, for the purpose 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 purpose of the Program.

SECTION 3. This ordinance shall take effect after its passage and publication as provided by law.

ACCEPTANCE OF GRANT FROM QUAKER OATS FOUNDATION TO FUND NUTRITION AND FOOD PREPARATION TRAINING COURSE FOR COOKS AND FOOD AIDES UNDER DEPARTMENT OF HUMAN SERVICES HEADSTART PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 Quaker Oats Foundation necessary to assist the Culinary Skills for Head Start Cooks 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) 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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 the Department of Human Services (the "Department") has been awarded grant funds in the amount of $15,000 (the "Grant Funds") by the Quaker Oats Foundation (the "Foundation"); and

WHEREAS, The Department will use the Grant Funds in collaboration with the Illinois Medical Dietetics Program and the Foundation for a 10-week basic nutrition and food preparation training course for Head Start Cooks and Food Aides entitled Culinary Foods Course (the "Program"); and

WHEREAS, The Program will generate a training curriculum in accordance with the United States Department of Agriculture's dietary guidelines for children that will be used by the Department's Head Start staff for its Child Development Program; now, therefore,

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

SECTION 1. The sum of $15,000 not previously appropriated, representing the Grant Funds, is hereby appropriated from Fund 925 -- Grant Funds for the year 1994, for the purpose 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 purpose of the Program.

SECTION 3. This ordinance shall take effect after its passage and approval.

AMENDMENT OF ORDINANCE TO INCREASE ALLOCATION OF MOTOR FUEL TAX BOND FUNDS, SERIES 1990, NECESSARY FOR TRAFFIC SIGNAL MODERNIZATION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending an ordinance previously passed February 26, 1992 (Council Journal of Proceedings, pages 13302 -- 13305) authorizing an increase in the allocation of Motor Fuel Tax Revenue Bond funds, Series 1990, necessary for traffic signal modernization, 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Department of Revenue of the State of Illinois of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax Funds"); and

WHEREAS, The City is authorized by Division 2 of Article 7 of the Illinois Highway Code, 605 ILCS 5/1-101, et seq., to use Motor Fuel Tax Funds for one or more purposes, including payment of any municipal indebtedness which may be incurred in connection with the completion of any improvement or maintenance authorized by the Illinois Highway Code, or for payment of engineering costs in connection with any such improvement or maintenance ("Project Purposes"); and

WHEREAS, Pursuant to the provisions of the Motor Fuel Tax Revenue Bond General Ordinance and the 1990 Bond Series Ordinance (the "1990 Series Ordinance"), each adopted by the City Council of the City on November 28, 1990, the City issued its Motor Fuel Tax Revenue Bonds, Series 1990 (the "1990 M.F.T. Bonds") secured by certain Motor Fuel Tax Funds, to finance certain costs of improving and maintaining the City's streets; and

WHEREAS, Section 301 of the 1990 Series Ordinance directs that all proceeds of the 1990 M.F.T. Bonds ("1990 M.F.T. Bond Proceeds") which are to be used to pay costs of Project Purposes be deposited in a fund to be held by, and disbursed upon the order of, the City Comptroller; and

WHEREAS, On February 26, 1992, the City Council of the City authorized the use of $1,000,000 of 1990 M.F.T. Bond Proceeds for traffic signal modernization (the "Traffic Signal Modernization Ordinance"); and

WHEREAS, It is in the best interest of the City to amend the Traffic Signal Modernization Ordinance to increase the amount of 1990 M.F.T. Bond Proceeds to be used for that purpose; now, therefore,

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

SECTION 1. Section 1 of the Traffic Signal Modernization Ordinance published on pages 13302 through 13305 of the City Council Journal of Proceedings of February 26, 1992 is hereby amended by striking the figure $1,000,000 and inserting the figure $1,138,175.90.

SECTION 2. The City Comptroller and the City Treasurer are hereby authorized and directed to make disbursements from the 1990 M.F.T. Bond Proceeds when approved by the Commissioner of Transportation.

SECTION 3. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of State Highways, Department of Transportation of the State of Illinois, through the District Engineer of District 1 of the Division.

SECTION 4. This ordinance shall be in force and effect from and after its passage.

AUTHORIZATION FOR TRANSFER OF MONIES FROM SURPLUS ACCOUNTS UNDER PUBLIC BUILDING COMMISSION BOND INDENTURES FOR PAYMENT OF CITY'S SHARE OF EXPENSES OF RICHARD J. DALEY CENTER.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 transfer of surplus funds standing to the credit of the City of Chicago by the Public Building Commission necessary for the payment of the City's share of the cost of operation and maintenance of the Richard J. Daley Center, in the amount of $821,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Public Building Commission of Chicago has issued and sold revenue bonds, and the City of Chicago has entered into leases with the Public Building Commission of Chicago for the use and occupancy of the following buildings and facilities owned and constructed or renovated by the Public Building Commission of Chicago with said bond proceeds; and the City of Chicago has adopted ordinances for the levy and collection of taxes against all taxable properties within its boundaries sufficient to pay the rentals provided by said leases:

Building And Facility	Lease	Bond Indenture
Health Center, CH-3; Sanitation Facilities, CS-4	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	$38,000,000 Public Building Commission of Chicago Building Revenue Bonds Series "A" of 1975*
Fire Stations, CF-1, CF-9 and CF-10; Health Center, CH-2; Police Academy, CP-4; Central Library Building, CPL-1	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	$36,000,000 Public Building Commission of Chicago Building Revenue Bonds Series "B" of 1975

* Also involves other projects for other lessees.

Building And Facility	Lease	Bond Indenture
Police Facilities, CP-5 and CP-8; Sanitation Facilities, CS-5, CS-11, CS-12 and CS-13; Library for Handicapped, CPL-2	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	$30,000,000 Public Building Commission of Chicago Building Revenue Bonds Series "A" of 1978

; and

WHEREAS, Under the provisions of said Bond Indentures, that portion of the rentals paid to the Public Building Commission of Chicago pursuant to the terms of said leases and not required for the payment of interest, principal, and/or costs associated with administration, maintenance and operation, renewal, replacement and improvement, under the terms of said Bond Indentures, may be transferred by the Public Building Commission of Chicago for additional administrative expenses incidental to projects constructed or renovated by the Commission for the City of Chicago under the particular Bond Indenture involved; or to the Construction Accounts of the Commission for projects constructed or renovated by the Commission for the City of Chicago under the particular Bond Indenture; and

WHEREAS, Any funds remaining to the credit of the City of Chicago in the Commission's various surplus accounts, after making the aforesaid transfers and payments, will be credited, unless otherwise directed by the City of Chicago, as hereinafter proposed, to the next annual rentals due and payable by the City of Chicago to the Public Building Commission of Chicago under the applicable lease and bond indenture; and

WHEREAS, The Public Building Commission of Chicago anticipates that as of December 31, 1993, the following funds will be in the surplus accounts under the indicated Bond Indentures to the credit of the City of Chicago:

Bond Indenture	Lease	Project	Anticipated Surplus
$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series "A" of 1975	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	CH-3 CS-4	$ 35,000

Bond Indenture	Lease	Project	Anticipated Surplus
$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	CF-1, CF-9, CF-10, CH-2, CP-4 and CPL-1	$503,000
$30,000,000 Public Building Commission of Chicago Revenue Bonds Series "A"	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	CP-5, CP-8, CS-5, CS-11, CS-12, CS-13 and CPL-2	283,000

; and

WHEREAS, The Public Building Commission of Chicago has approved a Budget in the amount of $14,936,829 for the proper operation, maintenance, and repair of the Richard J. Daley Center (including steam to City Hall) for the fiscal year January 1, 1994 to December 31, 1994, and the City of Chicago's share of said Budget is $2,304,904 after adjustments for salvage; and

WHEREAS, The Public Building Commission has, by resolution of its Board of Commissioners, requested the City of Chicago to approve and consent to the allocation, transfer and use of said surplus funds of $821,000, without prior appropriation by the City Council of the City of Chicago, as follows:

Bond Indenture	Lease	Purpose	Amount
$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series "A" of 1975	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	Toward the City's share of the Operating Maintenance and Repair Budget for the Richard J. Daley Center (including steam to City Hall) for the period January 1, 1994 to December 31, 1994	$ 35,000

Bond Indenture	Lease	Purpose	Amount
$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	Toward the City's share of the Operating Maintenance and Repair Budget for the Richard J. Daley Center (including steam to City Hall) for the period January 1, 1994 to December 31, 1994	$503,000
$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series "A" of 1978	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	Toward the City's share of the Operating Maintenance and Repair Budget for the Richard J. Daley Center (including steam to City Hall) for the period January 1, 1994 to December 31, 1994	283,000

; now, therefore,

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

SECTION 1. That the City of Chicago does hereby approve and authorize the transfer and application of the moneys, in the estimated amount of $821,000 standing to its credit on December 31, 1993, in the Surplus Accounts under the following Bond Indentures in satisfaction and payment of its portion, namely $2,304,904 of said Budget for the operation, maintenance and repair of the Richard J. Daley Center for the fiscal year January 1, 1994 to December 31, 1994:

Bond Resolution	Amount
$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series "A" of 1975	$ 35,000

Bond Resolution	Amount
$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1975	$503,000
$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series "A" of 1978	283,000

SECTION 2. That the balance of $1,483,904 necessary to fund the City's share of $2,304,904 for the 1994 operation, maintenance and repair of the Daley Center be taken from remaining funds held by the Public Building Commission for the Westlawn Branch Library Project and the Pilsen Branch Library Project for $700,000 and $783,904, respectively.

SECTION 3. That this ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

AUTHORIZATION FOR INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration six (6) orders (under separate committee reports) authorizing the installation of water mains at various locations, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of North Kenmore Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 610 feet of 12-inch ductile iron water main in North Kenmore Avenue, from West Irving Park Road to West Buena Avenue, at a total estimated cost of $216,519.62 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01479.

Portions Of South Kenwood Avenue, East 93rd Street, South Harper Avenue And East 94th Street.

Ordered, That the Commissioner of Water is hereby authorized to install 2,382 feet of 12-inch ductile iron water pipe in South Kenwood Avenue, from East 93rd Street to East 94th Street, in East 93rd Street, from South Kimbark Avenue to South Kenwood Avenue to South Harper Avenue, and 540 feet of 8-inch ductile iron water pipe in South Harper Avenue, from 33 feet north of the north line to 134 feet south of the south line of East 94th Street, and in East 94th Street, from South Harper Avenue to South Stony Island Avenue, at an estimated cost of $572,219.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01490.

Portion Of South Laflin Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,386 feet of 8-inch ductile iron water main in South Laflin Street, from West 59th Street to West 61st Street, at a total estimated cost of $275,659.65 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01492.

Portion Of North Marshfield Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,878 feet of 8-inch ductile iron water main in North Marshfield Avenue, from West Diversey Parkway to West Altgeld Street, at a total estimated cost of $414,690.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01493.

Portions Of South Union Avenue And Specified Public Alley.

Ordered, That the Commissioner of Water is hereby authorized to install 675 feet of 8-inch ductile iron water main in South Union Avenue, from West 120th Street to 12 feet south of the north line of West 121st Street, and 690 feet of 8-inch ductile iron water main in alley east of South Union Avenue, from 80 feet south of the north line of West 121st Street to 9 feet north of the south line of West 122nd Street, at a total estimated cost of $263,179 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01491.

Portion Of North Wood Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,367 feet of 8-inch ductile iron water main in North Wood Street, from West Division Street to West Augusta Boulevard, at a total estimated cost of $273,565.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order Number A-01528.

CHIEF JUDGE OF CIRCUIT COURT OF COOK COUNTY URGED TO GIVE SPECIAL CONSIDERATION AND PRIORITY SERVICE TO SENIOR CITIZENS CONCERNING CERTAIN COURT RELATED MATTERS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed resolution by Alderman Wojcik relating to senior citizens' service as jurors and having been presented with a proposed amendment by Alderman Stone, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed amended resolution 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 amended resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Chief Judge of the Circuit Court should give special consideration to senior citizens regarding all matters of the court system; and

WHEREAS, The Chief Judge of the Circuit Court should give special consideration for senior citizens to have the privilege of priority service, in all court matters, and to receive prompt and speedy trials; and

WHEREAS, The Chief Judge of the Circuit Court should give special consideration to senior citizens, sixty years of age and older, to have the ability to choose whether or not they wish to serve as jurors; and

WHEREAS, The Chief Judge of the Circuit Court should give special consideration to senior citizens who serve as jurors and to offer them cab fare vouchers for rides to and from court, if sufficient resources exist; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here this second day of March, 1994, A.D., do hereby request consideration of this resolution; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and sent to The Honorable Harry Comerford, Chief Judge of the Circuit Court of Cook County.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS NECESSARY FOR BRIDGE MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1994.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 for bridge maintenance in improved streets, county or state highways during 1994, in the amount of $4,550,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Illinois Department of Revenue of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City is authorized by the Illinois Highway Code, 605 ILCS 5/1-101, et seq., to use Motor Fuel Tax funds for one or more purposes including construction and maintenance of City streets, county or state highways; and

WHEREAS, It is in the best interest of the City to allocate Motor Fuel Tax funds to various projects with respect to improved streets, county or state highways; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate $4,550,000 from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the maintenance, repair and painting of existing bridges, viaducts and appurtenances related thereto; including exterior lighting, electronic visual aids and incidental work related thereto, located in the City of Chicago, for the period beginning January 1, 1994 and ending December 31, 1994, said sum to be kept in an account separate from other Motor Fuel Tax accounts, and to be divided into four categories as follows:

A. For repairs of an emergency nature and miscellaneous repairs.

B. For minor repairs and preventive maintenance of movable bridges.

C. For minor repairs and preventive maintenance of fixed bridges.

D. For contractual services.

SECTION 2. The Commissioner of Transportation (the "Commissioner") is authorized to expend from said funds the amounts necessary for the maintenance of each structure or group of structures as set forth in Section 1 above.

The Commissioner shall not expend or authorize the expenditure for any class of work for any sum in excess of the amount allocated herein without the prior approval of the City Council.

The operating department shall maintain a separate ledger account for each project utilizing standard accounting classifications acceptable under generally accepted accounting principles with all charges for direct expenses categorized and detailed for each such project. The Commissioner is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering to be performed by the Department of Transportation and incidental costs, including the employment of testing engineers and consulting engineers, for payment of other expenses in connection with said purposes and to cause said work to be done by the Bureau of Operations, Maintenance and Repair of Bridges.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace or adjust any part of the water-distributing system, street lighting system, signal and fire alarm and traffic control systems of the City, the appropriate City department shall charge the cost thereof to the portion of the Motor Fuel Tax allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervision, inspection and engineering therefor, authority is granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith. If it should become necessary to remove, relocate, replace or adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Department of Transportation to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project, and Motor Fuel Tax funds

allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller shall set up a separate account for this project and shall not authorize the payment of any voucher in excess of the amount shown without the prior approval of the City Council.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when approved by the Commissioner.

SECTION 6. The City Clerk is directed to transmit two 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 7. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS NECESSARY FOR CURB AND GUTTER REPAIR IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1994.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 for curb and gutter repair, in improved streets, county or state highways during 1994, in the amount of $1,900,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Illinois Department of Revenue of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City is authorized by the Illinois Highway Code, 605 ILCS 5/1-101, et seq., to use Motor Fuel Tax funds for one or more purposes including construction and maintenance of City streets, county or state highways; and

WHEREAS, It is in the best interest of the City to allocate Motor Fuel Tax funds to various projects with respect to improved streets, county or state highways; now, therefore,

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

SECTION 1. Authority is hereby given to the Commissioner of Transportation (the "Commissioner") to expend the sum of $1,900,000 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City for repairs to curbs and gutters along improved streets, county highways and state highways during the period commencing January 1, 1994 and ending December 31, 1994.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project, and Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct or indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when approved by the Commissioner.

SECTION 6. The City Clerk is directed to transmit two certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, through the District Engineer of District No. 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS NECESSARY FOR SNOW AND ICE REMOVAL IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1994.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 for snow and ice removal, in improved streets, county or state highways during 1994, in the amount of $5,150,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Illinois Department of Revenue of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City is authorized by the Illinois Highway Code, 605 ILCS 5/1-101, et seq., to use Motor Fuel Tax funds for one or more purposes, including construction and maintenance of the City streets, county or state highways; and

WHEREAS, It is in the best interest of the City to allocate Motor Fuel Tax funds to various projects with respect to City streets, county or state highways; now, therefore,

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation (the "Commissioner") to expend the sum of $5,150,000 from that part of the Motor Fuel Tax funds which has been or may be allocated to the City of Chicago for snow and ice removal along improved streets, county highways and state highways during the period commencing January 1, 1994 and ending December 31, 1994.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project, and Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner shall not expend or authorize the expenditure in excess of the amount shown, and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles, with all charges for direct or indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when approved by the Commissioner.

SECTION 6. The City Clerk is directed to transmit two 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 Department of Transportation.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS NECESSARY FOR PAVEMENT MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1994.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 for pavement maintenance in improved streets, county or state highways during 1994, in the amount of $4,750,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Illinois Department of Revenue of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City is authorized by the Illinois Highway Code, 605 ILCS 5/1-101, et seq. to use Motor Fuel Tax funds for one or more purposes including construction and maintenance of City streets, county or state highways; and

WHEREAS, It is in the best interest of the City to allocate Motor Fuel Tax funds to various projects with respect to improved streets, county or state highways; now, therefore,

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

SECTION 1. Authority is hereby given to the Commissioner of Transportation (the "Commissioner") to expend the sum of $4,750,000 from that part of the Motor Fuel Tax funds which has been or may be allocated to the City for pavement maintenance along improved streets, county highways and state highways during the period commencing January 1, 1994 and ending December 31, 1994.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project, and Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner shall not expend or authorize the expenditure in excess of the amount shown, and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles, with all charges for direct or indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when approved by the Commissioner.

SECTION 6. The City Clerk is directed to transmit two 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 Department of Transportation.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS NECESSARY FOR STREETLIGHT ENERGY COSTS IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1994.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 for streetlight energy costs in improved streets, county or state highways during 1994, in the amount of $3,700,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Illinois Department of Revenue of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City is authorized by the Illinois Highway Code, 605 ILCS 5/1-101, et seq., to use Motor Fuel Tax funds for one or more purposes, including construction and maintenance of the City streets, county or state highways; and

WHEREAS, It is in the best interest of the City to allocate Motor Fuel Tax funds to various projects with respect to improved streets, county or state highways; now, therefore,

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation (the "Commissioner") to expend the sum of $3,700,000 from that part of the Motor Fuel Tax funds which has been or may be allocated to the City for streetlight energy costs of improved streets, county highways and state highways during the period commencing January 1, 1994 and ending December 31, 1994.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project, and Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner shall not expend or authorize the expenditure in excess of the amount shown, and the City Comptroller shall

not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles, with all charges for direct or indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when approved by the Commissioner.

SECTION 6. The City Clerk is directed to transmit two 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 Department of Transportation.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS NECESSARY FOR STREETLIGHT AND TRAFFIC SIGNAL MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1994.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 for streetlight and traffic signal maintenance in improved streets, county or state highways during 1994, in the amount of $3,000,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Illinois Department of Revenue of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City is authorized by the Illinois Highway Code, 605 ILCS 5/1-101, et seq., to use Motor Fuel Tax funds for one or more purposes including construction and maintenance of City streets, county or state highways; and

WHEREAS, It is in the best interest of the City to allocate Motor Fuel Tax funds to various projects with respect to City streets, county or state highways; now, therefore,

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation (the "Commissioner") to expend the sum of $3,000,000 from that part of the Motor Fuel Tax funds which has been or may be allocated to the City for maintenance of traffic signals and street lighting systems along improved streets, county highways and state highways during the period commencing January 1, 1994 and ending December 31, 1994.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project, and Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner shall not expend or authorize the expenditure in excess of the amount shown, and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles, with all charges for direct or indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when approved by the Commissioner.

SECTION 6. The City Clerk is directed to transmit two 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 Department of Transportation.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS NECESSARY FOR STREET SIGN MAINTENANCE IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1994.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 for street sign maintenance in improved streets, county or state highways during 1994, in the amount of $600,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Illinois Department of Revenue of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City is authorized by the Illinois Highway Code, 605 ILCS 5/1-101, et seq. to use Motor Fuel Tax funds for one or more purposes including construction and maintenance of City streets, county or state highways; and

WHEREAS, It is in the best interest of the City to allocate Motor Fuel Tax funds to various projects with respect to City streets, county or state highways; now, therefore,

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

SECTION 1. Authority is hereby given to the Commissioner of Transportation (the "Commissioner") to expend the sum of $600,000 from the part of the Motor Fuel Tax funds which has been or may be allocated to the City for street sign maintenance along improved streets, county highways and state highways during the period commencing January 1, 1994 and ending December 31, 1994.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner shall not expend or authorize the expenditure in excess of the amount shown, and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles, with all charges for direct or indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when approved by the Commissioner.

SECTION 6. The City Clerk is directed to transmit two 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 Department of Transportation.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

AUTHORIZATION FOR ALLOCATION OF MOTOR FUEL TAX FUNDS NECESSARY FOR TRAFFIC SIGNAL ENERGY COSTS IN IMPROVED STREETS, COUNTY OR STATE HIGHWAYS DURING YEAR 1994.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 2, 1994.

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 for traffic signal energy costs in improved streets, county or state highways during year 1994, in the amount of $1,400,000.00, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the Motor Fuel Tax Law of the State of Illinois, 35 ILCS 505/1, et seq. (1992), as amended, the City of Chicago (the "City") receives a distribution from the Illinois Department of Revenue of a specified percentage of the proceeds of the motor fuel tax collected pursuant to the Motor Fuel Tax Law and the proceeds of certain other taxes collected and deposited into the Motor Fuel Tax Fund of the State of Illinois (the "Motor Fuel Tax funds"); and

WHEREAS, The City is authorized by the Illinois Highway Code, 605 ILCS 5/1-101, et seq., to use Motor Fuel Tax funds for one or more purposes, including construction and maintenance of the City streets, county or state highways; and

WHEREAS, It is in the best interest of the City to allocate Motor Fuel Tax funds to various projects with respect to City streets, county or state highways; now, therefore,

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

SECTION 1. Authority is hereby given to the Commissioner of Streets and Sanitation (the "Commissioner") to expend the sum of $1,400,000 from that part of the Motor Fuel Tax funds which has been or may be allocated to the City for traffic signal energy costs along improved streets, county highways and state highways during the period commencing January 1, 1994 and ending December 31, 1994.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project and Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner shall not expend or authorize the expenditure in excess of the amount shown, and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles, with all charges for direct or indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when approved by the Commissioner.

SECTION 6. The City Clerk is directed to transmit two 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 Department of Transportation.

SECTION 7. This ordinance shall be in full force and effect from and after its passage.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

APPOINTMENT OF MR. STEVE LAWRENCE AS MEMBER OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, February 28, 1994.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on February 28, 1994 for the purpose of considering the appointment of Mr. Steve Lawrence as a member of the Board of Ethics, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Steve Lawrence as a member of the Board of Ethics was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

APPOINTMENT OF MS. JANICE E. RODGERS AS MEMBER OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, February 28, 1994.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on February 28, 1994 for the purpose of considering the appointment of Ms. Janice E. Rodgers as a member of the Board of Ethics, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Janice E. Rodgers as a member of the Board of Ethics was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES.

PRESIDENT BILL CLINTON URGED TO RECONSIDER RECOMMENDATION TO REDUCE FEDERAL FUNDING FOR LOW INCOME ENERGY ASSISTANCE BLOCK GRANT PROGRAM.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having had under consideration a resolution memorializing the Clinton Administration and the United States Congress to increase the appropriation for the Low Income Energy Assistance Block Grant, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) MARK J. FARY,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Chicago City Council has recognized the need of all citizens to have a continuous and affordable supply of winter home energy by the enactment of the Energy Assistance Act of 1985 and subsequent amendments; and

WHEREAS, Winter home energy costs continue to remain high for most Illinoisans and in particular for Chicagoans and they are disproportionately high for households with incomes below the poverty level; and

WHEREAS, The Illinois Low Income Energy Assistance Program assists over 225,000 low-income households in meeting winter energy costs each year; and

WHEREAS, President Clinton has recommended to Congress reductions in federal funding for the Low Income Home Energy Assistance Program that would reduce funding by 66%, thereby excluding over 145,000 Illinois households from receiving assistance next winter; and

WHEREAS, The Chicago City Council recognized the devastating effect the loss of energy assistance benefits will have on low-income households, many of which contain children, the elderly, persons with disabilities and minimum wage earners, and the State of Illinois lacks the financial resources to supplement federal appropriations; now, therefore,

Be It Resolved, That the Chicago City Council strongly urges President Clinton to reconsider his recommendation to Congress and support a national appropriation to the Low Income Energy Assistance Block Grant of $1.5 Billion; and

Be It Further Resolved, That the Chicago City Council be advised of the disastrous consequences of the President's budget recommendation on the low-income households of the city and state and that they be urged to take such action necessary to ensure that Chicago, the State of Illinois and other cities and states have the resources to assist their low-income citizens in meeting the costs of winter energy, that they reject the aforementioned budget recommendation of the Clinton Administration, and that they support a $1.5 Billion appropriation for the Low Income Energy Assistance Block Grant; and

By This Resolution, That the Mayor of Chicago be directed to provide a copy of this resolution to President Bill Clinton and to the members of the Illinois Delegation to Congress.

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

DESIGNATION OF FIVE HOUSES ON AVERS AVENUE DISTRICT AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Mr. William McLenahan (referred to your committee on June 12, 1991) to designate the Five Houses On Avers Avenue District as a Chicago landmark, recommends that Your Honorable Body do *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on February 24, 1994.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-120, Section 2-120-690 of the Municipal Code of Chicago, the City of Chicago, through its Commission on Chicago Landmarks, has determined that the Five Houses On Avers Avenue District, located at 1942, 1950, 1952, 1958 and 2102 South Avers Avenue, in Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Five Houses On Avers Avenue District meets certain criteria for landmark designation as set forth in Sections 2-120-620 (1), (3), (4), (6) and (7) of the Municipal Code of Chicago; and

WHEREAS, The Five Houses On Avers Avenue District has value as an example of the economic, historic and social heritage of the City of Chicago

as seen through the development of its immigrant communities, in this case one that was developed and settled by natives of Czechoslovakia; and

WHEREAS, The Five Houses On Avers Avenue District consists of five large and elaborate homes, the first residences built in their neighborhood, which were built by and for professionals in the real estate, construction and development industries, who sought to create a new neighborhood for their ethnic community in a previously undeveloped part of the City; and

WHEREAS, The Five Houses On Avers Avenue District is associated with Jan Kralovec, an immigrant laborer who rose to a prominent position in the Czech-American community of Chicago, becoming a real estate professional who had a great impact on the development of the west side, and particularly the Lawndale community, who made a name for himself as a philanthropist in the Czech communities of Chicago and overseas, and who served as a member of the West Side Parks Board of Chicago; and

WHEREAS, The Five Houses On Avers Avenue District represents the economic and social aspirations, and a manifestation and fulfillment of such aspirations, characteristic of the immigrant experience in the City of Chicago, the State of Illinois and the United States during the late nineteenth century; and

WHEREAS, The Five Houses On Avers Avenue District constitutes a distinctive enclave that was developed as a small group of high-style buildings that reflect common styles, designs and materials; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Five Houses On Avers Avenue District is truly important to Chicago and deserves to be preserved, protected, enhanced, rehabilitated and perpetuated and the Commissioner of Planning of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commissioner's recommendation that the Five Houses On Avers Avenue District be designated as a Chicago landmark; now, therefore,

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

SECTION 1. The Five Houses On Avers Avenue District is hereby designated a Chicago landmark. In the Five Houses On Avers Avenue District, the critical features that make an essential contribution to the qualities and characteristics by which the district meets five of the seven criteria for designation are: all the structures, streetscapes and landscapes within the boundaries defined below. Building interiors are not considered critical features of this district.

The Five Houses On Avers Avenue District consist of the properties, both publicly and privately owned, within the following boundaries:

On The North:

Beginning on the west line of the alley next west of and parallel to South Avers Avenue at a point coincident with the north property line, extended westward, of 1942 South Avers Avenue;

East from this point, along this north property line, to the point of its coincident intersection with the east line of South Avers Avenue;

On The East:

South from this point, along the east line of South Avers Avenue, to a point coincident with the south line, extended eastward of the property comprising 2102 South Avers Avenue;

On The South:

West from this point, along this south property line, to the point of its coincident intersection with the west line of the alley next west of and parallel to South Avers Avenue;

On The West:

North from this point, along the west alley line, to the point of beginning.

The Five Houses On Avers Avenue District is composed of all the rights-of-way and other publicly-owned properties within its boundaries and the subdivided parcels described as:

Lots 17 through 26, in subdivision of Lots 2, 3 and 5 in partition of the west 60 acres north of the Southwestern Plank Road of the southwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

The range of street addresses within the Five Houses On Avers Avenue District is as follows:

South Avers Avenue: 1942 through 2106 (even numbers only).

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to install a plaque within the district designated as a Chicago landmark in

accordance with the provisions of Section 2-120-610(3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 2-120-720 of the Municipal Code of Chicago regarding "Notice of Designation".

SECTION 4. This ordinance shall take effect from and after the date of its passage.

DESIGNATION OF WALLER APARTMENTS DISTRICT AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by Mr. William McLenahan (referred to your committee on November 16, 1988) to designate the Waller Apartments District as a Chicago landmark, recommends that Your Honorable Body do *Pass* the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present at the meeting which took place on March 2, 1994.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 2-120, Section 2-120-690 of the Municipal Code of Chicago, the Commission on Chicago Landmarks has determined that the Waller Apartments District, located at 2840 -- 2858 West Walnut Street, Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Waller Apartments District meets certain criteria for landmark designation as set forth in Chapter 2-120, Sections 2-120-620 (1), (3), (4), (5) and (6) of the Municipal Code of Chicago; and

WHEREAS, The Waller Apartments is representative of the larger body of innovative architecture for which Chicago is internationally recognized; and

WHEREAS, The Waller Apartments, built in 1895, was the first subsidized housing development in Chicago, addressing the need for decent low-cost housing created by the City's growing population; and

WHEREAS, Features of the Waller Apartments design set a high standard for later privately financed housing projects; and

WHEREAS, The architecture of the Waller Apartments is distinguished by the overall quality of design and by the expert use of materials that created an inexpensive but aesthetically effective composition; and

WHEREAS, The creator of this subsidized housing project, Edward Carson Waller (1845 -- 1933), was an important commercial real estate developer in Chicago whose interests encompassed a wide variety of social concerns, particularly the problem of providing low-cost housing for the City's growing population; and

WHEREAS, The Waller Apartments complex was the first project on which Waller collaborated with the architect Frank Lloyd Wright and was the basis for Waller's continued patronage of Wright; and

WHEREAS, The Waller Apartments are among the oldest surviving works of Frank Lloyd Wright, an internationally recognized architect whose earliest work was concentrated in the Chicago metropolitan area; and

WHEREAS, As an early work of Wright, the Waller design points toward the principles Wright would fully articulate in his later Prairie School designs; and

WHEREAS, The Waller Apartments are comprised of a series of separately owned two-flat structures that form a district with notable socio-economic and architectural themes; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Waller Apartments District is truly important to Chicago, and deserves to be preserved, protected, enhanced, rehabilitated, and perpetuated, and the Commissioner of Planning of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Waller Apartments District be designated as a Chicago landmark; now, therefore,

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

SECTION 1. The Waller Apartments District, located at 2840 -- 2858 West Walnut Street, Chicago, Illinois, and specifically described as:

> Lots 5 through 13, inclusive, in John C. Couglin's Subdivision of Lots 61, 62 and the east 7.41 feet of Lot 63 in Flint's Addition to Chicago, a subdivision of Blocks 4, 5, 10, 11, 18, 19, 25 and 26 of Lee's Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

is hereby designated in its entirety, along with the property on which it stands, as a Chicago landmark. In general, the critical features identified for preservation include the building's exteriors, specifically those portions of the building's exterior visible from the public right-of-way.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of Chapter 2-120, Section 2-120-610(3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Chapter 2-120, Section 2-120-720 of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

Placed On File -- RECOMMENDATION TO DISAPPROVE PROPOSED PLANS FOR CONSTRUCTION OF NEW BUILDING IN RIDGE HISTORIC DISTRICT.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Pursuant to Title 13, Section 13-32-050 of the Municipal Code of Chicago, your Committee on Historical Landmark Preservation took under consideration plans and drawings for the construction of a new building at 1615 West 102nd Street in the Ridge Historic District, a National Register District, and recommended to the Commissioner of the Department of Buildings that the plans not be approved. A copy of said recommendation is attached hereto, and made a part hereof.

This recommendation was concurred in by all members of the committee present at the meeting which took place on March 1, 1994. This report is hereby *Placed on File.*

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the committee's recommendation was *Concurred In* and said report was *Placed on File.*

COMMITTEE ON HOUSING AND REAL ESTATE.

REAPPOINTMENT OF MS. ARTENSA H. RANDOLPH AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by The Honorable Richard M. Daley, Mayor, reappointing Ms. Artensa H. Randolph as Commissioner of the Chicago Housing Authority for a term ending January 8, 1999, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ms. Artensa H. Randolph as Commissioner of the Chicago Housing Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

SALE OF CITY-OWNED PROPERTY AT 931 -- 933 WEST EASTWOOD AVENUE UNDER HOME RULE AUTHORITY TO THE PEOPLE'S MUSIC SCHOOL.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance approving the sale of Parcel R-2 in the Uptown Conservation Area to The People's Music School, 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 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 pertaining to its government and affairs; and

WHEREAS, The City owns Parcel R-2 in the Uptown Conservation Area which consists of 6,203.5 square feet of vacant land commonly known as 931 -- 933 West Eastwood Avenue; and

WHEREAS, The People's Music School, an Illinois not-for-profit corporation, proposes to construct a new 7,365 square foot building on Parcel R-2 for the purpose of operating a tuition-free music school; and

WHEREAS, The People's Music School is funded solely by grants and donations by public and private sources and provides music education to disadvantaged children who otherwise would not be able to obtain such instruction; and

WHEREAS, The People's Music School desires to acquire Parcel R-2 for a nominal purchase price of One Dollar ($1.00); and

WHEREAS, The appraised value of Parcel R-2 for institutional reuse is Sixty Thousand Dollars ($60,000.00); now, therefore,

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

SECTION 1. The sale of Parcel R-2 in the Uptown Conservation Area to The People's Music School for the purpose of constructing a tuition-free music school pertains to the government and affairs of the City of Chicago.

SECTION 2. The sale of Parcel R-2 which is legally described in Exhibit A attached hereto to The People's Music School, an Illinois not-for-profit corporation, for the purchase price of One Dollar ($1.00) is hereby approved subject to the following terms and conditions:

at closing, The People's Music School shall execute a promissory note in favor of the City of Chicago in the amount of $60,000. Said note shall be secured by a mortgage encumbering the property in favor of the City. The note and mortgage shall be in a form approved by the Corporation Counsel and may provide that the indebtedness will be forgiven by a

specified amount for each year in which The People's Music School operates a tuition-free music school on Parcel R-2. The term of repayment shall be spread over a period of five (5) years commencing with the date upon which the City issues a certificate of occupancy.

SECTION 3. The Mayor is authorized to execute and the City Clerk to attest a quitclaim deed for the sale of Parcel R-2. The Commissioner of Planning and Development is authorized to execute a redevelopment agreement and such other documents as may be necessary and appropriate to effectuate the sale as provided in this ordinance subject to the review and approval of such documents by the Corporation Counsel.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lot 20 in Fitch's Subdivision of 10 rods south and adjoining the north 60 rods of the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 931 -- 933 West Eastwood Avenue
Chicago, Illinois.

Permanent Index Number: 14-17-214-004-0000.

SALE OF CITY-OWNED PROPERTY AT 6040 NORTH WINTHROP AVENUE UNDER HOME RULE AUTHORITY TO 6040 NORTH WINTHROP PARKING, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services accepting a home rule sale at 6040 North Winthrop 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 is the owner of the property commonly known as 6040 North Winthrop Avenue and legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, 6040 North Winthrop Parking, Inc., an Illinois corporation, has offered to purchase the Property from the City for the purpose of maintaining a parking lot thereon; 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 Property to 6040 North Winthrop Parking, Inc., an Illinois corporation ("Purchaser"), 6165 North Winthrop Avenue, Chicago, Illinois 60640, in the amount of $80,900.00.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed to the Purchaser. The quitclaim deed conveying the Property to the Purchaser shall contain language substantially in the following form:

This conveyance is subject to the express condition that grantee, or its successors or assigns, operates a parking lot on the Property for a period of not less than ten (10) years from the date of this deed.

In the event that the condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago. This right to re-entry and reverter in favor of the City of Chicago shall terminate after ten (10) years from the date of this deed.

Notwithstanding the foregoing, grantee may devote the Property to a different use provided that it obtains the prior written approval of the City, and pays the City additional compensation in an amount to be agreed upon by the parties; the grantee understanding and acknowledging that the purchase price paid by grantee was based upon an appraisal of the Property as a parking lot.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments incurred from and after the date of the conveyance.

SECTION 3. This ordinance shall become effective immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lots 1 and 2 in Block 13 in Cochran's Second Addition to Edgewater, a subdivision of the east fractional half (except the west 1,320 feet of the south 1,913 feet thereof and except railroad) of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, Permanent Index Number 14-05-212-015.

REPEAL OF PRIOR ORDINANCE WHICH AUTHORIZED SALE OF CITY-OWNED PROPERTY AT 4457 -- 4459 SOUTH MARSHFIELD AVENUE AND AUTHORIZATION FOR RESALE OF SAID PROPERTY UNDER HOME RULE AUTHORITY TO CHICAGO CASE COMPANY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services accepting a home rule sale at 4457 -- 4459 South Marshfield 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On October 7, 1993, the City Council authorized the sale of the property legally described on Exhibit A attached hereto and commonly known as 4457 -- 4459 South Marshfield Avenue, Chicago, Illinois ("Property") to Chicago Case Co., an Illinois corporation ("Purchaser"), 4446 South Ashland Avenue, in the amount of $35,000.00; and

WHEREAS, Prior to purchasing the Property, the Purchaser hired an environmental consultant to conduct a Phase I Environmental Assessment on the Property; and

WHEREAS, The consultant found that the Property contained, among other things, asbestos-containing materials and lead-based paint; and

WHEREAS, It was determined by the Purchaser's environmental consultant that the estimated cost of remediation would be between $25,000.00 and $39,000.00; and

WHEREAS, The Purchaser has offered to perform all necessary remediation on the Property and hold the City harmless from and against all environmental liabilities provided that the City agrees to reduce the purchase price to One Dollar ($1.00); and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois, 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 October 7, 1993 ordinance authorizing the sale of the Property to the Purchaser is hereby repealed in its entirety.

SECTION 2. The City of Chicago hereby approves the sale of the Property to the Purchaser in the amount of $1.00.

SECTION 3. The Commissioner of General Services is authorized to negotiate and execute on behalf of the City a Purchase and Sale Agreement and all other documents which may be necessary to implement the conveyance of the Property to the Purchaser in accordance with the provisions of this ordinance, subject to the approval of the Corporation Counsel.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed for the Property to Chicago Case Co., an Illinois corporation, subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall take effect upon its passage.

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

Exhibit "A".

Legal Description.

Lots 15 and 16 in subdivision of the west 123.95 feet of the east 269.95 feet of Block 4 in W. L. Sampson's Subdivision in the northeast quarter of the southeast quarter of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SALE OF CITY-OWNED VACANT PROPERTIES AT SUNDRY LOCATIONS UNDER SPECIAL SALES PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred three ordinances by the Department of General Services approving bids for the conveyance of City-owned properties under the Special Sales Program at the following locations:

7509 -- 7521 South Halsted Street

7939 -- 7947 South Halsted Street

718 South Independence Boulevard,

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) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

7509 -- 7521 South Halsted Street.

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, First Corinthian M.B. Church, an Illinois not-for-profit corporation ("Grantee"), 7500 -- 7516 South Halsted Street, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot for use in conjunction with 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 First Corinthian M.B. 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 First Corinthian M.B. 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 (6) months of the date of this deed; and

2) the Property is used as a parking lot 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 (5) 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 immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lots 31 to 35 inclusive in Block 13 in Storke's Subdivision of Auburn, a resubdivision of Blocks 1 to 16, inclusive in the west half of the southwest quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7509 -- 7521 South Halsted Street, Chicago, Illinois, Permanent Index No. 20-28-300-005).

7939 -- 7947 South Halsted Street.

WHEREAS, The City of Chicago is owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Lake Region Conference Association of Seventh-Day Adventist, an Illinois not-for-profit corporation, 811 West 103rd Street, Chicago, Illinois 60643, ("Grantee") has offered to purchase the Property from the City of Chicago for the purpose of constructing a 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 governments and affairs; now, therefore,

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

SECTION 1. The City of Chicago approves the sale of the Property to Lake Region Conference Association of Seventh-Day Adventist, 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 Lake Region Conference Association of Seventh-Day Adventist, an Illinois not-for-profit corporation, 811 West 103rd Street, Chicago, Illinois 60643.

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 with a church within one year of the date of this deed.

In the event that the above condition is not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago.

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.

Lots 22 to 25, inclusive, and Lot 31 to 38, inclusive (except the south 16 feet of said Lot 25 and except the north 16 feet of said Lot 38), also the north and south 16 foot vacated alley lying east of and adjoining Lots 22 to 25, inclusive, and west of adjoining Lots 22 to 25, inclusive, and west of adjoining Lots 34 to 37, inclusive (except the south 16 feet of each of said Lots 25 and 34), all in Block 4 in Chambers Subdivision of that part of the north half of the north half of the north half of the northwest quarter of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, lying west of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois (commonly known as 7939 -- 7947 South Halsted Street, Chicago, Illinois, Permanent Index Number 20-33-100-024).

718 South Independence Boulevard.

WHEREAS, The City of Chicago is owner of the vacant parcel of property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Greater Rock M.B. Baptist Church, an Illinois not-for-profit corporation ("Grantee"), 700 South Independence Boulevard, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a church thereon; 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 Greater Rock M.B. 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 Greater Rock M.B. 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) the Property is improved with a church within twelve months from the date of this deed;

2) all required building permits are approved by the Landmarks Division of the Department of Planning and Development prior to issuance by the Department of Buildings.

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 or revoke any building permit issued by the City in compliance with this ordinance.

This right of reverter and re-entry in favor of the City of Chicago shall terminate upon the issuance of a certificate of occupancy by the City of Chicago.

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 immediately upon its passage.

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

Exhibit "A".

Legal Description.

Lot 8 in the subdivision of Lot 2 in Block 2 in Circuit Court Partition of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 718 South Independence Boulevard, Chicago, Illinois, Permanent Index No. 16-14-306-043).

AUTHORIZATION FOR CONVEYANCE OF PROPERTIES TO QUALIFIED PARTICIPANTS UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred five ordinances by the Department of Housing authorizing the sale of City-owned properties pursuant to the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

4323 West Cermak Road

3356 West Jackson Boulevard

1822 South Millard Avenue

1609 South Spaulding Avenue

2716 East 93rd 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 a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

4323 West Cermak Road.

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 and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon 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 hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 4323 West Cermak Road.

Participant: Lawndale Christian Development Corporation.

Purpose: Rehabilitation.

Permanent Index Number: 16-27-201-003.

Legal Description.

Lot 2 and the east 1 feet of Lot 3 in Albert Kinst's Subdivision of Lots 1, 2 and 3 in John E. Dewitt's Third Addition to Chicago in the northeast quarter of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

3356 West Jackson Boulevard.

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 and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the

City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon 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 hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 3356 West Jackson Boulevard.

Participant: Images West, Inc..

Purpose: Rehabilitation.

Permanent Index Number: 16-14-210-024.

Legal Description.

Lot 16 in Block 3 in Dewey's Subdivision of Lots 14, 33 and 52 in Granville Kimball's Subdivision of the west half of the northeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

1822 South Millard 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 exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the

general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon 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 hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 1822 South Millard Avenue.

Participant: Lawndale Christian Development Corporation.

Purpose: Rehabilitation.

Permanent Index Number: 16-23-314-048.

Legal Description.

Lot 7 in Block 3 in the resubdivision of Blocks 1 to 5 and vacated alleys in Lansingh's Second Addition to Chicago, being a subdivision of Lots 2, 3, 4, 17, 18 and 19 (except the west 146.17 feet of said Lots 4 and 17) in J. H. Kedzie's Subdivision of part of the southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

1609 South Spaulding 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 exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon 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 hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 1609 South Spaulding Avenue.

Participant: Grover C. Harper.

Purpose: Rehabilitation.

Permanent Index Number: 16-23-406-003.

Legal Description.

Lot 38 in Block 2 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 of Circuit Court Partition of the east half of the northeast quarter and that part of the east half of the southeast quarter (lying north of the center line of Ogden Avenue) of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded January 26, 1889 as Document No. 1055432, in Cook County, Illinois.

2716 East 93rd 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 and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Blue Ribbon Committee has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; and

WHEREAS, The Participant is a City employee; 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 hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

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, a quitclaim deed conveying the Property to the Participant.

SECTION 5. The conveyance of the Property by the City to the Participant is hereby declared exempt from Section 2-156-110 of the Municipal Code of the City of Chicago.

SECTION 6. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 2716 East 93rd Street.

Participant: Ronald Essex.

Purpose: Rehabilitation.

Permanent Index Number: 26-06-313-036.

Legal Description.

Lot 27 in Block 81 in the subdivision by the Calumet and Chicago Canal and Dock Company of parts of Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian (except the right-of-way of the Baltimore, Pittsburgh and Chicago Railroad, the South Chicago and Western Indiana Railroad and the Chicago Rock Island and Pacific Railroad), in Cook County, Illinois.

REVOCATION OF PRIOR APPROVAL FOR CONVEYANCE OF PROPERTY AT 4502 WEST WASHINGTON BOULEVARD AND AUTHORIZATION FOR RECONVEYANCE TO SUBSTITUTE PARTICIPANT UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the sale of City-owned properties pursuant to the Chicago Abandoned Property Program (C.A.P.P.) at 4502 West Washington Boulevard, 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 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, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Housing ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to their unwillingness and/or inability to accept title, and that they be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) on the Property in accordance with the requirements of C.A.P.P.; 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 prior approval of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

SECTION 4. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Property Address: 4502 West Washington Boulevard.

Previous Ordinance Date: September 11, 1991.

Participant: Paula Newton-Veal.

Substitute Participant: Arders Matthews, Jr. and Arders Matthews, Sr..

Purpose: Rehabilitation.

Permanent Index Number: 16-10-326-040.

Legal Description.

Lot 4 in the resubdivision of Lots 45 to 48, both inclusive, in Block 27 in the West Chicago Land Company's Subdivision of the south half of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

SALE OF CITY-OWNED VACANT PROPERTIES AT SUNDRY LOCATIONS TO UNITED CENTER JOINT VENTURE FOR CONSTRUCTION OF ADDITIONAL PARKING FOR UNITED CENTER STADIUM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the sale of property to the United Center Joint Venture for the construction of additional parking for the United Center Stadium, 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The legislature of the State of Illinois ("State") has enacted the Sports Stadium Act (Ill. Rev. Stat., 1989, Chapter 85, Section 6031, et seq.) ("Act") for the purpose of facilitating the private development and construction of an indoor stadium for professional sports and entertainment events on the near west side of the City of Chicago ("City"); and

WHEREAS, Pursuant to the Act, the City and the Metro-Chicago Sports Stadium Joint Venture have entered into a Redevelopment Agreement to facilitate the construction of the new stadium; and

WHEREAS, United Center Joint Venture ("Venture"), as the successor in interest to Metro-Chicago Sports Stadium Joint Venture, desires to purchase vacant lots in the area for construction of additional parking for the stadium; and

WHEREAS, The City is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); 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 United Center Joint Venture for the amounts indicated on Exhibit A attached hereto.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to the Property described on Exhibit A to the Venture.

SECTION 3. This ordinance shall be effective upon its passage.

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

Exhibit "A".

Permanent Index Number/ Parcel	Address	Square Feet	Purchase Price ($5.50/square foot)
17-18-213-002	(to be inserted)	1,800.0	$ 9,900.00
17-18-213-006	1743 West Monroe Street	4,581.5	25,198.25
17-18-213-007	1741 West Monroe Street	4,587.5	25,231.25
17-18-213-009	1737 West Monroe Street	4,404.0	24,222.00
17-18-213-010	1733 West Monroe Street	9,175.0	50,462.50

Permanent Index Number/ Parcel	Address	Square Feet	Purchase Price ($5.50/square foot)
17-18-213-011	1729 West Monroe Street	4,587.5	$ 25,231.25
17-18-213-012	(to be inserted)	4,587.5	25,231.25
17-18-213-013	1721 and 1725 West Monroe Street	6,110.0	33,605.00
17-18-213-016	1717 West Monroe Street		
17-18-213-027	127 South Wood Street		
17-18-213-028	1758 West Adams Street		
17-18-213-029	1756 West Adams Street	2,257.2	12,414.60
17-18-213-033	1752, 1744 -- 1746 West Adams Street	11,606.38	63,835.09
17-18-213-034	1740 West Adams Street		
17-18-213-035	1742 West Adams Street	3,780.1	20,790.55
17-18-213-036	1738 West Adams Street	3,875.52	21,315.36
17-18-213-037	1736 West Adams Street	4,587.5	25,231.25
17-18-213-046	1759 West Adams Street	2,014.0	11,077.00
17-18-213-053	118 South Paulina Street	3,433.9	18,886.45

Parcel 213-002.

Property Address:	(to be inserted). Chicago, Illinois.
Permanent Index Number:	17-18-213-002.
Legal Description:	The north 18 feet of the south 36 feet of Lots 21 to 24 in H.H. Walker's Resubdivision of Blocks 12 and 13 in Smith's Subdivision of the northeast quarter of northeast quarter of Section 18, Township 39 North, Range 14, lying east of the Third Principal Meridian in Cook County, Illinois.

Parcel 213-006.

Property Address:	1743 West Monroe Street Chicago, Illinois.
Permanent Index Number:	17-18-213-006.
Property Description:	(to be inserted).

Parcel 213-007.

Property Address:	1741 West Monroe Street Chicago, Illinois.
Permanent Index Number:	171-18-213-007.
Legal Description:	Lot 17 in Walker's Resubdivision of Blocks 12 and 13 in Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-009.

Property Address:	1737 West Monroe Street Chicago, Illinois.
Permanent Index Number:	17-18-213-009.
Legal Description:	The east 24 feet of Lot 15 in Walker's Resubdivision of Blocks 12 and 13 in Samuel F. Smith's Subdivision of the northeast quarter of the northeast quarter with part of the southeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-010.

Property Address:	1733 West Monroe Street Chicago, Illinois.
Permanent Index Number:	17-18-213-010.
Legal Description:	Lots 13 and 14 in Walker's Resubdivision of Blocks 12 and 13 in Samuel F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-011.

Property Address:	1729 West Monroe Street Chicago, Illinois.
Permanent Index Number:	17-18-213-011.
Legal Description:	Lot 12 in Henry H. Walker's Resubdivision of Blocks 12 and 13 in S. F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-012.

Property Address:	(to be inserted) Chicago, Illinois.
Permanent Index Number:	17-18-213-012.
Legal Description:	Lot 11 in Henry H. Walker's Resubdivision of Blocks 12 and 13, in S. F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

Parcel 213-013.

Property Address:	1721 and 1725 West Monroe Street Chicago, Illinois.
Permanent Index Number:	17-18-213-013.

Legal Description: The west 22 feet (except that part thereof taken for the Metropolitan West Side Elevated Railroad Company) of Lot 9 and Lot 10 in Henry H. Walker's Resubdivision of Blocks 12 and 13 in Samuel F. Smith's Resubdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-016.

Property Address: 1717 West Monroe Street Chicago, Illinois.

Permanent Index Number: 17-18-213-016.

Legal Description: (to be inserted).

Parcel 213-027.

Property Address: 127 South Wood Street Chicago, Illinois.

Permanent Index Number: 17-18-213-027.

Legal Description: (to be inserted).

Parcel 213-028.

Property Address: 1758 West Adams Street Chicago, Illinois.

Permanent Index Number: 17-18-213-028.

Legal Description:

Lot 1 in C.M. Jacques' Subdivision of Lots 25 to 28 in Walker's Resubdivision of Blocks 12 and 13 in Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-029.

Property Address:

1756 West Adams Street
Chicago, Illinois.

Permanent Index Number:

17-18-213-029.

Legal Description:

Lot 2 in Charles M. Jacques' Subdivision of Lots 25, 26, 27 and 28 in H.H. Walker's Resubdivision of Blocks 12 and 13 in S.F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-033.

Property Address:

1752, 1744 -- 1746 West Adams Street
Chicago, Illinois.

Permanent Index Number:

17-18-213-033.

Legal Description:

Lots 29, 30 and the west $11\frac{3}{4}$ feet of Lot 31 in Blocks 12 and 13 in H.H. Walker's Resubdivision in S.F. Smith's Subdivision of the northeast quarter of the northeast quarter in Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-034.

Property Address:	1740 West Adams Street Chicago, Illinois.
Permanent Index Number:	17-18-213-034.
Legal Description:	The east 13 feet, ____inches of Lot 31 and the west 7 feet, 5 inches of Lot 32 in Henry H. Walker's Resubdivision of Blocks 12 and 13 in Samuel F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-035.

Property Address:	1742 West Adams Street Chicago, Illinois.
Permanent Index Number:	17-18-213-035.
Legal Description:	Lot 32 (except the west 7 feet, 5 inches thereof) and the west 2 feet, 5¾ inches of Lot 33 in Henry H. Walker's Resubdivision of Blocks 12 and 13 in S.F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-036.

Property Address:	1738 West Adams Street Chicago, Illinois.
Permanent Index Number:	17-18-213-036.
Legal Description:	West 21 feet, 1½ inches of the east 22 feet, 7½ inches of Lot 33 in Henry H. Walker's Resubdivision of Blocks 12 and 13 in S.F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-037.

Property Address:	1736 West Adams Street Chicago, Illinois.
Permanent Index Number:	17-18-213-037.
Legal Description:	The east 1½ feet of Lot 33 and the west 23½ feet of Lot 34 in H.H. Walker's Resubdivision of Blocks 12 and 13 in S. F. Smith's Subdivision in the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-046.

Property Address:	1759 West Adams Street Chicago, Illinois.
Permanent Index Number:	17-18-213-046.

Legal Description: The north 100 feet of the west 20.14 feet of the north 147.5 feet of Lot 24 (except part, if any, falling in the south 36 feet of said lots) in H.H. Walker's Resubdivision of Blocks 12 and 13 in S. F. Smith's Subdivision of the northeast quarter of the northeast quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 213-053.

Property Address: 118 South Paulina Street Chicago, Illinois.

Permanent Index Number: 17-18-213-053.

Legal Description: Lots 7 and 8 in Jacques' Subdivision of the part of Lots 25 to 28 in Walker's Resubdivision of Blocks 12 and 13 in S. F. Smith's Subdivision of the northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

CONVEYANCE OF CITY-OWNED PROPERTIES WITHIN NORTH KENWOOD-OAKLAND CONSERVATION AREA TO VARIOUS MEMBERS OF HOME BUILDERS ASSOCIATION OF GREATER CHICAGO.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the conveyance of ten parcels in the North Kenwood-Oakland Conservation Area to members of the Home Builders Association of Greater Chicago, 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted October 14, 1992 (Council Journal of Proceedings, pages 22258 -- 22287), approved the conservation plan for the North Kenwood-Oakland Conservation Area ("Conservation Area"); and

WHEREAS, The City owns ten (10) contiguous parcels (singularly, "Parcel" or collectively, "Parcels") located at 4500 -- 4526 South Oakenwald Avenue in the Conservation Area, which Parcels are legally described on Exhibit A attached hereto; and

WHEREAS, Ten participating members of the Home Builders Association of Greater Chicago, which are identified on Exhibit B attached hereto and hereafter referred to as the "Parade Builders", have proposed to acquire the Parcels from the City and to cause their redevelopment with single-family housing to be exhibited to the public as the "1994 Parade of Homes"; and

WHEREAS, The Parade Builders shall pay to the City as consideration for each of the Parcels the sum of Twelve Thousand Sixty Dollars ($12,060.00) per Parcel; and

WHEREAS, The City shall promote the redevelopment activities associated with the 1994 Parade of Homes by linking the Parade with the anticipated construction of up to fifty (50) additional single-family homes by the Parade Builders on scattered sites ("Sites") located within the Conservation Area, said Sites described on Exhibit C attached hereto; and

WHEREAS, The construction of the single-family homes on the Parcels and Sites by the Parade Builders shall be in conformity with the design and development criteria set forth in the North Kenwood-Oakland Development Guidelines for "A Parade of Homes" and the North Kenwood-Oakland Conservation Plan; now, therefore,

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

SECTION 1. The sale of each of the Parcels legally described on Exhibit A attached hereto to the respective Parade Builders identified on Exhibit B attached hereto for the sum of Twelve Thousand Sixty Dollars ($12,060.00) per Parcel is hereby approved, subject to the following conditions:

A. The City, the Home Builders Association of Greater Chicago and each Parade Builder shall execute the redevelopment agreement providing for the construction of the 1994 Parade of Homes and for the future redevelopment of the Sites located in the Conservation Area and described on Exhibit C attached hereto.

B. Each Parcel shall be redeveloped by the respective Parade Builder with single-family housing as part of the 1994 Parade of Homes.

C. The construction of the single-family housing on the Parcels and the Sites shall be in conformity with the design and development criteria set forth in the North Kenwood-Oakland Development Guidelines for "A Parade of Homes" and the North Kenwood-Oakland Conservation Plan. The final design plans and specifications for the model for each single-family home to be constructed by the Parade Builders must meet the prior approval of the Department of Planning and Development.

D. Each of the Sites shall be conveyed to the respective Parade Builder for the fair market price of said Site.

SECTION 2. The Commissioner of the Department of Planning and Development, on behalf of the City, is authorized to enter into the redevelopment agreement with the Home Builders Association of Greater Chicago and each Parade Builder, and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to effectuate the provisions described in this ordinance.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to each respective Parade Builder the Parcels and the Sites in accordance with the terms of the proposed redevelopment agreement described in Sections 1 and 2 above.

SECTION 4. The Department of Zoning of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the Parcels and the Sites which may be redeveloped by the Parade Builders pursuant to this ordinance.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

R-1 4458 South Oakenwald Avenue.

The northwesterly 30.0 feet of Lot 48 (except the southwesterly 6.0 feet thereof) in Kenwood Subdivision in the southeast fractional quarter of

Section 2, Township 38 North, Range 14 East of the Third Principal Meridian; also that part of said Lot 48 condemned for alley described as follows: beginning at a point on the northwesterly line of said Lot 48, 62.8 feet northeasterly of the northwesterly corner thereof, running thence southeasterly on a straight line to a point 16.0 feet southeasterly of the northwesterly line of said Lot 48 and 62.8 feet northeasterly of the southwesterly line thereof; running thence southwesterly in a straight line to a point 3.0 feet northeasterly of the southwesterly line of said Lot 48 and 16.0 feet southeasterly of the northwesterly line thereof; running thence southerly in a straight line to a point in the southwesterly line of said Lot 48, 19.0 feet southeasterly of the northwesterly corner thereof; running thence northwesterly along the southwesterly line of said Lot 48 to the northwesterly corner thereof; and running thence along the northwesterly line of said Lot 48 to the place of beginning (except the southwesterly 6.0 feet thereof), in Cook County Illinois.

Area in lot = 3,111.2 squarefeet

Area in alley = 908.8 square feet

TOTAL AREA = 4,020.0 square feet

R-2 4500 South Oakenwald Avenue.

Lot 48 (except the northwesterly 80.0 feet and the southwesterly 6.0 feet thereof); also the northwesterly 10.0 feet of Lot 49 (except the southwesterly 6.0 feet thereof) in Kenwood Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County Illinois.

Area = 4,020.0 square feet

R-3 4506 South Oakenwald Avenue.

The southeasterly 30.0 feet of the northwesterly 40.0 feet of Lot 49 (except the southwesterly 6.0 feet thereof) in Kenwood Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Area = 4,020.0 square feet

R-4 4510 South Oakenwald Avenue.

Lot 49 (except the northwesterly 40.0 feet and the southwesterly 6.0 feet thereof); also the northwesterly 20.0 feet of Lot 50 (except the southwesterly

6.0 feet thereof) in Kenwood Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Area = 4,020.0 square feet

R-5 4514 South Oakenwald Avenue.

Lot 50 (except the northwesterly 20.0 feet and the southwesterly 6.0 feet thereof) in Kenwood Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Area = 4,020.0 square feet

R-6 4516 South Oakenwald Avenue.

The northwesterly 30.0 feet of Lot 51 (except the southwesterly 6.0 feet thereof) in Kenwood Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Area = 4,020.0 square feet

R-7 4520 South Oakenwald Avenue.

Lot 51 (except the northwesterly 30.0 feet and the southwesterly 6.0 feet thereof); also the northwesterly 10.0 feet of Lot 52 (except the southwesterly 6.0 feet thereof) in Kenwood Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Area = 4,020.0 square feet

R-8 4522 South Oakenwald Avenue.

The southeasterly 30.0 feet of the northwesterly 40.0 feet of Lot 52 (except the southwesterly 6.0 feet thereof) in Kenwood Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Area = 4,020.0 square feet

R-9 4524 South Oakenwald Avenue.

Lot 52 (except the northwesterly 40.0 feet and the southwesterly 6.0 feet thereof); also the northwesterly 20.0 feet of Lot 53 (except the southwesterly 6.0 feet thereof) in Kenwood Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Area = 4,020.0 square feet

R-10 4528 South Oakenwald Avenue.

Lot 53 (except the northwesterly 20.0 feet and the southwesterly 6.0 feet thereof) in Kenwood Subdivision in the southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Area = 4,020.0 square feet

Exhibit "B".

List Of Parade Builders For A Parade Of Homes.

North Kenwood-Oakland Conservation Area.

(1) Ronald A. Reichert,
doing business as R. & A. Reichert Homes
3034 Alexander Crescent
Flossmoor, Illinois 60422
Phone No.: (708) 799-0947
Fax No.: (312) 644-7439
Principal Contact: Ronald A. Reichert

(2) Design One
4858 West 115th Street
Alsip, Illinois 60482
Phone No.: (708) 388-7272
Fax No.: (708) 233-9396
Principal Contact: Jean DeLaura, Authorized Representative
Architect: Wendell Campbell Associates

(3) Whitman Architecture & Construction
2015 West Willow Street
Chicago, Illinois 60647
Phone No.: (312) 278-0668
Fax No.: (312) 278-0503
Principal Contact: Dan Whitman, President

(4) Thrush Development Company
357 West Chicago Avenue
Chicago, Illinois 60610
Phone No.: (312) 787-6640
Fax No.: (312) 787-9158
Principal Contact: William J. Wolk, Vice President
Contractor: Thrush Construction, Inc.
Architect: Johnson & Lee, Ltd.

(5) Robren Partnership
203 North LaSalle Street
Suite 2100
Chicago, Illinois 60601
Phone No.: (312) 558-1544
Fax No.: (312) 978-0371
Joint Venture Partners:
Robert V. Batteast, Sr., Chairman
Batteast Construction Co.
Brenda L. Vance, President
B. L. Vance Realty Co.
Architect: Triad Consortium, Ltd.

(6) Wade Enterprise & Associates
8550 South Stony Island Avenue
Chicago, Illinois 60617
Phone No.: (312) 221-8550
Fax No.: (312) 221-9426
Principal Contact: Jerome Wade
Architect: Johnson & Lee, Ltd.

(7) Danielle Development Company, Inc.
300 South Wacker Drive
Suite 605
Chicago, Illinois 60606
Phone No.: (312) 986-0582
Principal Contact: Gloria Carney Shealey, President
Architect: Ray/Dawson, P. C. Architect

(8) Raymond Development Corporation
1965 Bernice Road
Lansing, Illinois 60438
Phone No.: (708) 895-4700
Fax No.: (708) 895-6805
Principal Contacts: Jim Raymond, President
C. K. Cole, Project Manager
2949 West Logan Boulevard
(312) 235-7896
Architect: KLLM Architects, Inc.
Dennis M. Kulak, President
Duane E. Linden, Chairman

(9) The Kenwood Partnership (an Illinois partnership to be formed)
c/o Metropolis Architects and Builders
1017 Home Avenue
Oak Park, Illinois 60304
Phone No.: (708) 383-5822
Fax No.: (708) 383-5822
Principal Contacts: John Schiess, President of Metropolis Architects and Builders
Ernest Sawyer, President of Ernest R. Sawyer Enterprises
Robert Threatte, President of Q. C., Inc.

(10) Paramount Homes
2501 North Lincoln Avenue
Suite No. 225
Chicago, Illinois 60614
Phone No.: (312) 528-9077
Fax No.: (312) 528-9077
Principal Contact: Bruce Fogelson, President
Architect: Fitzgerald Associates Architect

Exhibit "C".

Address	Property Identification Number	Size Width x Depth = Square Feet
4031 -- 4003 South Ellis Avenue	20-02-107-004	50 feet x 180 = 9,000
4035 -- 4009 South Ellis Avenue	20-02-107-005	50 feet x 180 = 9,000

Address	Property Identification Number	Size Width x Depth = Square Feet
4041 -- 4005 South Ellis Avenue	20-02-107-006	100 feet x 180 = 18,000
4047 -- 4009 South Ellis Avenue	20-02-107-007	50 feet x 180 = 9,000
4051 -- 4003 South Ellis Avenue	20-02-107-008	50 feet x 180 = 9,000
4457 -- 4501 South Oakenwald Avenue	20-02-405-012	50 feet x 129 = 6,465
4503 -- 4505 South Oakenwald Avenue	20-02-405-013	50 feet x 128 = 6,402
4507 -- 4509 South Oakenwald Avenue	20-02-405-014 (north $\frac{1}{2}$)	50 feet x 127 = 6,334.5
4511 -- 4517 South Oakenwald Avenue	20-02-405-140 (south $\frac{1}{2}$)	50 feet x 125 = 6,251.5
4557 -- 4509 South Oakenwald Avenue	20-02-405-028	40 feet x 112 = 4,492
4561 -- 4563 South Oakenwald Avenue	20-02-405-029	40 feet x 111 = 4,445
4565 -- 4567 South Oakenwald Avenue	20-02-405-030/ 031	50 feet x 110 =5,491
4550 South Oakenwald Avenue	20-02-404-062	northerly 35 feet of Lot 58 feet x 140 = 4,900
4560 -- 4564 South Oakenwald Avenue	20-02-404-064	60 feet x 126 = 7,587
4566 -- 4508 South Oakenwald Avenue	20-02-404-065	35 feet x 118 = 4,144
4570 -- 4506 South Oakenwald Avenue	20-02-404-066	75 feet x 109 = 8,178
4578 South Oakenwald Avenue	20-02-404-067	27 feet x 100 = 2,712
4601 -- 4603 South Oakenwald Avenue	20-02-404-039	60 feet x 100 = 6,000

Address	Property Identification Number	Size Width x Depth = Square Feet
4605 -- 4607 South Lake Park Avenue	20-02-404-040	40 feet x 99 = 3,960
4336 South Oakenwald Avenue	20-02-400-043	35 feet x 140 = 4,900
4420 South Oakenwald Avenue	20-02-400-064	18 feet x 140 = 2,500
4422 South Oakenwald Avenue	20-02-400-065	20 feet x 140 = 2,800
4325 South Oakenwald Avenue	20-02-401-005	29 feet x 144 = 4,181.3
4327 South Oakenwald Avenue	20-02-401-006	32 feet x 144 = 4,633.4
927 East 42nd Place	20-02-120-012	25 feet x 160.2 = 4,005
929 East 42nd Place	20-02-120-013	25 feet x 160.2 = 4,005
931 East 42nd Place	20-02-120-014	25 feet x 160.2 = 4,005
933 East 42nd Place	20-02-120-015	25 feet x 160.2 = 4,005
4205 South Ellis Avenue	20-02-121-002	25 feet x 125 = 3,125
4207 South Ellis Avenue	20-02-121-002	25 feet x 125 = 3,125
4209 South Ellis Avenue	20-02-121-002	25 feet x 125 = 3,125
4211 South Ellis Avenue	20-02-121-002	25 feet x 125 = 3,125
4213 South Ellis Avenue	20-02-121-002	25 feet x 125 = 3,125
4133 -- 4135 South Ellis Avenue	20-02-116-002	50 feet x 87.5 = 4,375
4137 South Ellis Avenue	20-02-116-003	4 feet x 90 = 360
4139 -- 4141 South Ellis Avenue	20-02-116-004	58 feet x 95 = 5,510
4134 -- 4206 South Ellis Avenue	20-02-113-051	50 feet x 180 = 9,000

AUTHORIZATION FOR ACQUISITION OF PROPERTY AT 535 WEST GRAND AVENUE FOR USE BY DEPARTMENT OF TRANSPORTATION, BUREAU OF BRIDGES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the acquisition of property for use by the Department of Transportation, Bureau of Bridges at 535 West Grand 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago acquire for public use for the Department of Transportation the property commonly known as 535 West Grand Avenue, Chicago, Illinois ("Property").

SECTION 2. The Commissioner of General Services ("Commissioner") is authorized to negotiate a lease/purchase agreement with the owner of the Property.

SECTION 3. If the Commissioner and the owner are able to agree on the terms of the lease/purchase agreement, the Commissioner is authorized to execute the lease/purchase agreement on behalf of the City, subject to the approval of the City Council. If the Commissioner is unable to agree with the owner of the Property on the terms of the lease/purchase agreement, or if the owner is incapable of entering into such a transaction with the City, or if the owner cannot be located, then the Commissioner may request the Corporation Counsel to institute and prosecute condemnation proceedings on behalf of the City of Chicago for the purpose of acquiring fee simple title to the Property under the City's power of eminent domain.

SECTION 4. This ordinance shall be effective from and after its passage.

ACQUISITION OF PROPERTY AT 10101 SOUTH STONY ISLAND AVENUE FOR USE BY DEPARTMENT OF STREETS AND SANITATION AND FLEET MANAGEMENT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the acquisition of property for use by the Department of Streets and Sanitation and Fleet Management at 10101 South Stony Island 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On July 14, 1993 the City Council of the City of Chicago ("City Council") authorized the Commissioner of General Services to renew a lease between the City of Chicago ("City") as Lessee and Tran-Service, Inc. as Lessor ("Lease") for property located at 10101 South Stony Island Avenue ("Property") (Council Journal of Proceedings, pages 35511 through 35520); and

WHEREAS, The City is currently leasing the Property from Tran-Service, Inc.; and

WHEREAS, A provision in the Lease entitled "Option to Purchase" provides that if the City desires to purchase the Property, the parties may negotiate for a purchase price to be determined by the independent evaluations of two real estate appraisers as to the fair market value of the Property; and

WHEREAS, It is necessary, useful and desirable for the City to acquire the Property from Tran-Service, Inc. for use by the Department of Streets and Sanitation and Fleet Management operations; and

WHEREAS, Tran-Service, Inc. desires to convey the Property to the City; now, therefore,

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

SECTION 1 The option to purchase provision which may be exercised by the Department of General Services of the City of Chicago for property commonly known as 10101 South Stony Island Avenue ("Property") is hereby approved subject to the approval of a purchase price by City Council; as follows:

Owner	Purchaser	Address	Total Square Feet	Total Price
Tran-Service, Inc. (See legal description attached hereto as Exhibit A.)	City of Chicago	10101 South Stony Island Avenue	27 acres and three structures with a total building area of 68,683 square feet	Not to exceed $2,900,000

SECTION 2. The Commissioner of the Department of General Services is authorized to accept a warranty deed for the Property from Tran-Service, Inc. and to execute any documents necessary and appropriate to acquire the Property upon the approval of the Corporation Counsel.

SECTION 3. This ordinance shall become effective immediately upon its passage.

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

Exhibit "A".

A tract of land situated in the southwest quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, north of the Indian Boundary Line, in Cook County, Illinois, which tract is bounded and described as follows:

commencing on the west line of said southwest quarter or Section 12, at a point which is 2,163.62 feet north from the southwest corner of said southwest quarter; thence running east along a line which is perpendicular to said west line of the southwest quarter of Section 12, a distance of 252.0 feet to a point of beginning at the northwest corner of said hereinafter described tract of land; thence south 6 degrees 27 minutes 09 seconds east, a distance of 338.14 feet to a point which is 827.73 feet south of and 290.0 feet east of the northwest corner of said southwest quarter (measured along the west line of said southwest quarter and along a line at right angles thereto); thence south 1 degree 56 minutes 24 seconds west, a distance of 875.54 feet to a point on the northwesterly line of property described in Document 207 43542 recorded January 30, 1969, 260.36 feet east of the west line of said southwest quarter (as measured on a line drawn at right angles to said west line); thence north 72 degrees 01 minutes 44 seconds east 919.0 feet along the center line of a 50.0 foot easement granted to the Sanitary District of Chicago described in Document 5665960; thence north 18 degrees 13 minutes 33 seconds west, a distance of 348.83 feet; thence north 71 degrees 46 minutes 00 seconds east, a distance of 434.89 feet; thence north 18 degrees 15 minutes 50 seconds west, a distance of 808.22 feet; thence north 71 degree 46 minutes 03 seconds west, a distance of 982.5 feet to the point of beginning (commonly known as 10101 South Stony Island Avenue, Chicago, Illinois).

AUTHORIZATION FOR ACQUISITION OF LOTS 3 AND 8 IN NORTHWEST CENTER FOR INDUSTRY FOR USE BY DEPARTMENT OF STREETS AND SANITATION AND FLEET MANAGEMENT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the acquisition of property known as lots No. 3 and No. 8 in the Northwest Center for Industry for use by the Department of Streets and Sanitation and Fleet Management, 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 present, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 home rule unit of government pursuant to the provisions of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has determined that it is useful, desirable and necessary that the City acquire for public use for the Department of Fleet Management two parcels of vacant land located in the Northwest Center for Industry in the vicinity of North Ohio and West Kilbourn Streets consisting of a total of 7.89 acres and legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The owner of the Property has agreed to accept a price not to exceed $685,000.00 for the purchase of the Property; and

WHEREAS, It is the sense of the City Council that a purchase price not to exceed $685,000.00 is fair and reasonable and within the range of the appraisals; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of General Services is authorized to enter into a real estate contract for the purchase of the Property in an amount not to exceed $685,000.00 subject to the approval of the Corporation Counsel as to the form of the contract. The contract shall provide that the sum representing the purchase price may be reduced in the event that environmental or geological tests currently being performed on the Property reveal contamination or adverse soil conditions relating to the Property.

SECTION 3. In the event that the purchase of the Property cannot be completed in a timely manner the Corporation Counsel is hereby authorized to institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring fee simple title to the Property under the City's power of eminent domain.

SECTION 4. This ordinance shall be effective from and after its passage.

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

Exhibit "A".

Parcel 1:

Lot 8 in Northwestern Center Industrial District, being a subdivision of part of the north half of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 3, except the east 24 feet of the north 232.38 feet thereof, in the first addition to Northwestern Center Industrial District, being a subdivision of part of the northeast quarter of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION TO ENTER INTO NEGOTIATION FOR PURCHASE OF PROPERTY AT 5912 -- 5930 SOUTH CENTRAL AVENUE AND 5039 -- 5055 WEST 63RD STREET FOR MIDWAY DEVELOPMENT PROJECT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two ordinances by the Department of Aviation authorizing the Commissioner of Aviation to negotiate for the purchase of property for use as part of the Midway Development Project at the following locations:

5912 -- 5930 South Central Avenue

5039 -- 5055 West 63rd 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 a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Medrano, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

5912 -- 5930 South Central Avenue.

WHEREAS, The City of Chicago ("City") owns and operates an airport known as Chicago Midway Airport ("Airport") and possesses the power and authority to acquire property adjacent to the Airport for airport purposes; and

WHEREAS, The City has determined that it is useful, desirable and necessary that the City acquire for public use for the Department of Aviation the property legally described on Exhibit A attached hereto and commonly known as Parcel 66, located at 5912 -- 5930 South Central Avenue ("Property"); and

WHEREAS, The Property is required for compatible land use; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of Aviation ("Commissioner") is authorized to negotiate with the owner of the Property for the purchase of the property legally described on Exhibit A.

SECTION 3. 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 for the agreed price, subject to the approval of the City Council. If the Commissioner is unable to agree with the owner of the Property on the purchase price of the Property, or if the owner is incapable of consenting to the sale, or if the owner cannot be located, then the Commissioner may request the Corporation Counsel to institute and prosecute condemnation proceedings on behalf of the City of Chicago for the purpose of acquiring fee simple title to the Property under the City's power of eminent domain.

SECTION 4. Payment of the purchase price is to be made from Midway Federal Project Fund Number 623.

SECTION 5. The Commissioner is authorized to execute such documents and provide such information and assurances as may be necessary to implement the provisions of this ordinance.

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

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

Exhibit "A".

Legal Description.

Parcel 66.

Lots 1 through 7, inclusive, in Fredrick H. Bartlett's Central Avenue Addition, being a subdivision of that part of the northwest quarter of the southwest quarter lying south of the right-of-way of the Chicago and Western Indiana Railroad of Section 17, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

5039 -- 5055 West 63rd Street.

WHEREAS, The City of Chicago ("City") owns and operates an airport known as Chicago Midway Airport ("Airport") and possesses the power and authority to acquire property adjacent to the Airport for airport purposes; and

WHEREAS, The City has determined that it is useful, desirable and necessary that the City Acquire for public use for the Department of Aviation the property legally described on Exhibit A attached hereto and commonly known as Parcel 68, located at 5039 -- 5055 West 63rd Street ("Property"); and

WHEREAS, The Property is required for compatible land use; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of Aviation ("Commissioner") is authorized to negotiate with the owner of the Property for the purchase of the property legally described on Exhibit A.

SECTION 3. 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 for the agreed price, subject to the approval of the City Council. If the Commissioner is unable to agree with the owner of the Property on the purchase price of the Property, or if the owner is incapable of consenting to the sale, or if the owner cannot be located, then the Commissioner may request the Corporation Counsel to institute and prosecute condemnation proceedings on behalf of the City of Chicago for the purpose of acquiring fee simple title to the Property under the City's power of eminent domain.

SECTION 4. Payment of the purchase price is to be made from Midway Federal Project Fund Number 623.

SECTION 5. The Commissioner is authorized to execute such documents and provide such information and assurances as may be necessary to implement the provisions of this ordinance.

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

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

Exhibit "A".

Legal Description.
(Parcel 68)

Lots 4, 5, 6, 7 and 8 in Block 8 in the 63rd Street Addition to Clearing being a subdivision of the north 174 feet of the northwest quarter of the northeast quarter of the north 174 feet of the northeast quarter of the northwest and the north 169 feet of the east quarter of the northwest of the northwest quarter of Section 21, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 2205 WEST BELMONT AVENUE FOR CHICAGO PUBLIC LIBRARY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the execution of a lease at 2205 West Belmont Avenue for the Chicago Public Library (Hamlin Branch) Lease No. 19008, 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from James Levatino, as Lessor, for approximately 1,056 square feet of ground floor office space located at 2205 West Belmont Avenue, for use by the Chicago Public Library, as Lessee, such lease to be approved by the Commissioner and 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 46242 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, Office of Assets Management, Department of General Services, 510 North Peshtigo Court, Room 303B, 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.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee as follows: Mr. James Levatino, F. Levatino & Son, Inc., 2158 West Barry Avenue, Chicago, Illinois 60618.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Seven Hundred Twenty-five and no/100 Dollars ($725.00) per month for the period beginning on the 1st day of January, 1994 and ending on the 31st day of December, 1994;

Seven Hundred Sixty-one and no/100 Dollars ($761.00) per month for the period beginning on the 1st day of January, 1995 and ending on the 31st day of December, 1995;

Seven Hundred Ninety-nine and no/100 Dollars ($799.00) per month for the period beginning on the 1st day of January, 1996 and ending on the 31st day of December, 1996;

Eight Hundred Thirty-one and no/100 Dollars ($831.00) per month for the period beginning on the 1st day of January, 1997 and ending on the 31st day of December, 1997;

Eight Hundred Sixty-one and no/100 Dollars ($861.00) per month for the period beginning on the 1st day of January, 1998 and ending on the 31st day of December, 1998.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to Mr. James Levatino, F. Levatino & Son, Inc., 2158 West Barry Avenue, Chicago, Illinois 60618.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Install new H.V.A.C. System in premises by execution of lease.

Provide for heat and/or central 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 whenever heat and air shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

Provide and pay exterminator service when necessary.

Provide, pay and maintain fire extinguisher for demised premises.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Provide and maintain at all times public liability insurance in amounts of $1,000,000 combined single limit with the City of Chicago to receive certificate of insurance and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days upon receipt thereof.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Shall furnish screens for all windows and doors and maintain same.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for air conditioning and gas as metered for hot water.

Provide decorating when necessary to be determined by Lessee.

Pay for heat and hot water.

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 light bulbs or sweeping of any kind.

Repair any electrical wiring or fixtures that has been installed by Lessee.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns.

Agree that when possession is surrendered, demised premises will be restored to its original condition, normal wear and tear, fire and other casualties excluded.

Additional clauses to be included in lease:

R-1 In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless such failure cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

R-2 Use of premises: Lessee shall use and occupy the premises for the use of a Library and for no other use or purpose.

R-3 Rules and Regulations: Lessee agrees to observe the reservations to Lessor contained in paragraph R-4 hereof and agrees, for itself, its employees and agents, to comply with the rules and regulations as shall be adopted by Lessor pursuant to paragraph R-4 of this lease.

R-4 Rights Reserved to Lessor: Lessor reserves the following rights, exercisable without notice and without liability to Lessee, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for set-off of abatement or rent or affecting any of Lessee's obligations under this lease:

A. To install and maintain signs on the exterior and interior of the building.

B. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the premises occupied by the Lessee.

C. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.

D. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion, or threat thereof, Lessor reserves the right to reasonably limit or prevent access to the building during the continuance of the same, or otherwise take such reasonable actions or preventive measures deemed necessary by Lessor for the safety of the tenant or other occupants of the building or the protection of the building and the property in the building. Lessee agree to cooperate in any reasonable safety program developed by Lessor.

R-5 Cancellation Option: Lessor and Lessee have the right to terminate this lease with thirty (30) days prior written notice anytime after twenty-four (24) months from January 1, 1996.

R-6 Miscellaneous:

A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.

B. If any provisions of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.

C. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

R-7 No member of the Chicago Public Library or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the

demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under this lease nor shall any such person be personally liable in the event of any default or breach by the City.

R-8 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 RENEWAL OF LEASE AGREEMENT AT 1306 SOUTH MICHIGAN AVENUE FOR DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the renewal of a lease at 1306 South Michigan Avenue for the Department of Health (Lease No. 10034), 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) AMBROSIO MEDRANO,
Chairman.

(Continued on page 46243)

Lease Agreement For 2205 West Belmont Avenue.

LEASE--Short Form Lease No. 19008 Form C. O. No. 18 - City of Chicago

This Agreement, Made this ..... day of .....

A. D. 19 , between James Levatino, sole owner

..... as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,056 square feet of ground floor office space located at 2205 West Belmont Avenue for use by the Chicago Public Library (Hamlin Branch).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 19 94, and ending on the 31st day of December A. D. 19 98 Lessee has the right to terminate this lease upon thirty (30) days prior written notice anytime after January 1, 1996.

~~and the right to renew this lease for a further period of~~

~~on the same terms and rental, by giving to the Lessee ... days' written notice of its election so to do.~~

Any notice which Lessee is to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at James Levatino, c/o F. Levatino & Son, Inc., 2158 W. Barry Chgo, IL 60618 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisons 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 Responsibilitites 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 the Chicago Public Library

President of the Chicago Public Library

James Levantino, sole owner

By.....
Commissioner of General Services

(Continued from page 46241)

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of lease from Ted Nicholas, Gus Nicholas and Helen Katsivalis as beneficiaries, under Western Springs National Bank and Trust of Illinois Trust, Trust No. 3117, dated March 15, 1989, as Lessor, for the entire building which consists of a total of 10,850 square feet of office space, 5,425 square feet of clinic space, 4,000 square feet of basement space and 5,720 square feet of garage space for a total of approximately 25,995 square feet located at 1306 South Michigan Avenue for use by the Department of Health, as Lessee, such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed on page 46248 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, Bureau of Real Estate Management, Department of General Services, 510 North Peshtigo Court, Room 303, Building B, 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.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee as follows: Mr. Ted Nicholas, 880 North Lake Shore Drive, Apartment 25G, Chicago, Illinois 60611.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Sixteen Thousand Nine Hundred Seventy-two and 81/100 Dollars ($16,972.81) per month for the period beginning on the 1st day of January, 1994 and ending on the 31st day of December, 1994;

Seventeen Thousand Five Hundred and no/100 Dollars ($17,500.00) per month for the period beginning on the 1st day of January, 1995 and ending on the 31st day of December, 1996;

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to Mr. Ted Nicholas, 880 North Lake Shore Drive, Apartment 25G, Chicago, Illinois 60611.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat daily from 8:00 A.M. to 6:00 P.M. (Saturdays, 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever heat shall be necessary for comfortable occupancy of the demised premises.

Provide for air conditioning daily from 8:00 A.M. to 6:00 P.M. (Saturdays, 8:00 A.M. to 1:00 P.M.), Sundays and holidays excepted, whenever air conditioning shall be required 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 automatic elevator service at all times.

Provide and pay for exterminator service at all times.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide and maintain at all times public liability insurance in amounts of $1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance for said insurance 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.

Comply at all times with the provisions of the Chicago Municipal Code in the repairs, construction and maintenance of the demised premises.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises.

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 light bulbs or sweeping of any kind.

Maintain all medical equipment on third floor.

Have a right to first refusal if demised premises is placed for sale.

Have exclusive use of 4,000 square feet of basement space.

Additional clauses to be included in lease:

In case said premises and/or any portion thereof shall be rendered untenantable by fire or other casualty during said term, Lessor may commence rebuilding said premises within thirty (30) days of said fire or casualty and shall complete such repairs within one hundred eighty (180) days of said fire or casualty. If rebuilding shall not commence within thirty (30) days of the fire or other casualty, or if said premises shall not be completely repaired within the one hundred eighty (180) day period, 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 commence rebuilding within the above cited thirty (30) days, Lessee shall be excused from payment of rent for that portion of the premises rendered untenantable for the period of such rebuilding.

The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building of the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens of such mortgage or mortgages as shall be required by Lessor.

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease of fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues for more than ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless such failure cannot be remedied within ten (10) days and Lessor has commenced and is 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 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 with written notice by certified or registered mail at the address cited herein.

All office furniture and medical equipment that is on demised premises at time of execution of lease will become the property of the City of Chicago.

No member of the Department of Health, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 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 AGREEMENT AT 1700 WEST 119TH STREET FOR DEPARTMENT OF STREETS AND SANITATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 24, 1994.

To the President and Members of the City Council:

(Continued on page 46249)

Lease Agreement For 1306 South Michigan Avenue.

LEASE—Short Form Lease No. 10034 City of Chicago

This Agreement, Made this ... day of ... A. D. 19 ... between Ted Nicholas, Gus Nicholas and Helen Katsivalis as Beneficiaries under Western Springs National Bank and Trust, Trust No. 3117, Dated March 15, 1989 as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: the entire building which consists of a total of 10,850 square feet of office space, 5,425 square feet of clinic space, and 5,720 square feet of garage space for a total of approximately 21,995 square feet excluding basement space located at 1306 South Michigan Avenue for use by the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 19 94, and ending on the 31st day of December A. D. 19 96. Lessee has the right to terminate this lease upon one hundred twenty (120) days prior written notice at anytime after Twelve (12) months from 1/1/94 [redacted] terms and conditions of this lease.

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 Ted Nicholas, 880 N. Lake Shore Dr. Apt. 25G, Chicago, IL 60611 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. [redacted] For Rental Payment Provisions See Rider Attached Hereto and Made A Part Hereof. [redacted] 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 [redacted]

Approved:

Commissioner, Department of Health

By:

Ted Nicholas, Agent for Beneficiaries of Western Springs National Bank and Trust of Illinois Trust, Trust No. 3117, Dated March 15, 1989.

By:

Western Springs National Bank and Trust of Illinois Trust, Trust No. 3117, Dated March 15, 1989.

By:

Commissioner of General Services

(Continued from page 46247)

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 1700 West 119th Street for the Department of Streets and Sanitation (Lease No. 13031-A), 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) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from E.A.R. Gateway, Inc., an Illinois corporation, as Lessor, for approximately 58,063 square feet of warehouse space and 6,200 square feet of office space for a total of 64,263 square feet located at 1700 West 119th Street for use by the Department of Streets and Sanitation as a multi-purpose center, as Lessee, such lease to be approved by the Commissioner of Streets and Sanitation and to be approved

as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance immediately follows Section 2 of this ordinance:]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement attached to this ordinance reads as follows:

Lease.

Gateway Industrial Park.

This Lease ("Lease") is made as of the ____ day of _____, 1994, by and between American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement dated January 24, 1989 and known as Trust No. 110277-03 (the "Landlord") and the City of Chicago, an Illinois municipal corporation (the"Tenant"), who hereby mutually covenant and agree as follows:

I.

Grant And Term.

1.0 Grant.

Landlord, for and in consideration of the rents herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, hereby leases to Tenant, and Tenant hereby lets from Landlord, the premises outlined on the floor plan attached hereto as Exhibit A (the "Premises") located in a certain building (the "Building") at 1700 West 119th Street, Chicago, Illinois (the "Real Estate"). The Building, together with certain other buildings which may be constructed by Landlord or affiliates of the Landlord on the Real Estate ("Other Buildings") (the "Building"and "Other Buildings" herein collectively called the "Complex") is now and hereinafter commonly known as the Gateway Industrial Park.

1.1 Term.

The term ("Term") of this Lease shall commence as of the date that Tenant takes occupancy of the Premises but in no event earlier than March 1, 1994, nor later than April 1, 1994 (the "Commencement Date"), and shall end on the date which is the day preceding the fifth (5th) anniversary thereof, unless sooner terminated as herein set forth; provided however, that Landlord must have attained the Completion Date (as defined in Rider No. 2).

1.2 Agent

As used in this Lease, the term "Agent" shall mean the agent of Landlord (but if Landlord is an Illinois land trust, the term "Agent" shall mean the agent of the beneficiary or beneficiaries of Landlord). Until otherwise designated by notice in writing from Landlord, Agent shall be European American Realty, Ltd.. Tenant may rely upon any consent or approval given in writing by Agent or upon written notice from Agent or from the attorneys for Agent or Landlord.

1.3 Parking Areas.

Tenant, its employees and invitees may use, on a non-exclusive, unreserved basis, together with other occupants or tenants of the Building, parking spaces in the parking areas designated, from time to time, by Landlord for such use. Landlord shall not be required to enforce any parking limitations or rules with respect to said parking spaces. Further, Landlord reserves the right to limit or designate use of certain parking areas or spaces.

II.

Rent.

2.0 Base Rent; Additional Rent.

Beginning with the Commencement Date, Tenant shall pay annual base rent in the amounts set forth in the schedules below ("Base Rent") payable in equal monthly installments in the amounts set forth in the schedule below ("Monthly Base Rent") for the first lease year, in advance, on the Commencement Date and on the first day of each calendar month thereafter during each lease year, and at the same rate for fractions of a month if the Commencement Date occurs on any date except the first day of a calendar

month or the first lease year ends on any day except the last day of a calendar month.

Schedule Of Base Rent During Term.

Commencing on the Commencement Date, the Base Rent expressed in annual and monthly amounts shall be paid pursuant to the terms of this Lease in the amounts and within the dates set forth as follows:

Year Dates For Lease Year	Monthly Base Rent	Annual Base Rent
Warehouse Space: 58,063 square feet		
From March 1, 1994 through February 28, 1995	$20,805.91	$249,670.90
From March 1, 1995 through February 28, 1996	22,262.32	267,147.86
FromMarch 1, 1996 through February 28, 1997	23,820.68	285,848.21
From March 1, 1997 through February 28, 1998	25,488.13	305,857.59
From March 1, 1998 through February 28, 1999	27,272.30	327,267.62
Total Warehouse Space Annual Base Rent For Term:		$1,435,792.18

Year Dates For Lease Year	Monthly Base Rent	Annual Base Rent
Office Space: 6,200 square feet		
From March 1, 1994 through February 28, 1995	$4,433.00	$53,196.00

Year Dates For Lease Year	Monthly Base Rent	Annual Base Rent
From March 1, 1995 through February 28, 1996	$4,743.00	$56,916.00
From March 1, 1996 through February 28, 1997	5,073.67	60,884.00
From March 1, 1997 through February 28, 1998	5,430.17	65,162.00
From March 1, 1998 through February 28, 1999	5,812.50	69,750.00
Total Office Space Annual Base Rent For Term:		$305,908.00

Total Warehouse And Office Space
Annual Base Rent For Term: $1,741,700.18

2.1 Payment Of Rent.

Base Rent, Additional Rent and all other charges due from Tenant to Landlord hereunder (collectively, "Rent") shall be paid, without notice and as set forth above, to or upon the order of E.A.R. Gateway, Inc. ("Payee") at the Agent's address as set forth on the title page of this Lease. Landlord may change the Payee or the Payee's address by notice to Tenant of such change. All payments of Rent shall be made without deduction, set-off, discount or abatement in lawful money of the United States. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease. Concurrently with the first to occur of the Commencement Date, occupancy of the Premises or the execution of this Lease, Tenant shall pay Monthly Base Rent and Additional Rent for the first full calendar month of the Term.

2.2 [Intentionally Deleted]

III.

Use.

3.0 Purpose.

The Premises shall be used and occupied by Tenant only for the purposes of general office and administrative uses for the office space and storage and warm up of street cleaning, snowplow and utility vehicles for the warehouse space and for no other use or purpose.

3.1 Prohibited Uses.

Tenant shall not use or permit the Premises to be used in any manner which would violate any certificate of occupancy affecting the Premises, cause injury to the improvements, cause the value or usefulness of the Building or Real Estate or any part thereof to diminish, constitute a public or private nuisance or waste, or render the insurance on the Building void or the insurance risk more hazardous or create any defense to payment. Tenant shall not use or occupy the Premises contrary to any statute, rule, order, ordinance, permit, requirement or regulation applicable thereto. Further, in the event that Tenant's use of the Premises, as a storage facility or otherwise, results in unsightly conditions visible from the outside of the Premises, Tenant shall keep all window blinds serving the offending areas of the Premises closed at all times.

IV.

Possession.

4.0 Possession.

Except as otherwise expressly provided herein (or by written instrument signed by Landlord or Agent), Landlord shall deliver possession of the Premises to Tenant on or before the Commencement Date in its condition as of the execution and delivery hereof, reasonable wear and tear excepted. If Landlord permits Tenant to occupy the Premises for conduct of its business prior to the Commencement Date, then such occupancy shall be subject to all the terms and conditions of this Lease, including payment of Rent from and after the date of Tenant's occupancy. If Landlord permits Tenant to enter upon the Premises prior to the Commencement Date solely to fit the Premises for its use, then such occupancy shall be subject to all the terms and conditions of this Lease (except payment of Base Rent). If Landlord shall be unable to deliver possession of the Premises on the Commencement

Date for any reason, Landlord shall not be subject to any liability for the failure to give possession on said date, nor shall the validity of this Lease or the obligations of Tenant hereunder be in any way affected. Under such circumstances, unless the delay is the fault of Tenant, Rent and other charges hereunder shall not commence until the later of the date possession of the Premises is given or the Commencement Date.

4.1 Physical Condition.

The parties agree and acknowledge that the Premises are in an unfinished condition for Tenant's use and Tenant improvements shall be constructed in accordance with the work letter attached hereto as Rider No. 2. Tenant is fully familiar with the physical condition of the Premises and agrees that Landlord has made no representations of any nature in connection with the condition of the Premises or of improvements, fixtures or equipment in the Premises except as may be set forth in any workletter executed by Landlord and attached hereto. Except as specifically provided in the attached Rider No. 2, Tenant accepts the Premises "as is".

V.

[Intentionally Deleted]

5.0 [Intentionally Deleted]

VI.

Insurance.

6.0 Kinds And Amounts.

(a) Tenant shall procure and maintain the following insurance policies at its own cost and expense:

a. Comprehensive general liability insurance, including contractual liability under Tenant's indemnification obligations contained in this Lease, covering injury to or death of persons and damage to property in an amount of not less than $2,000,000.00 combined single limit per occurrence;

b. Boiler and machinery insurance covering loss or damage by boiler, machinery or other pressure vessels, air conditioning and miscellaneous

electrical apparatus or internal explosion or breakdown of boilers and machinery, if any, in the Premises in such amounts as Landlord may from time to time by notice in writing reasonably require, but in no event less than $500,000.00;

c. Worker's compensation insurance in not less than statutory amounts;

d. Insurance against risk of breakage of plate glass in or on the Premises;

e. Insurance covering all contents, and Tenant's trade fixtures, machinery, equipment, furniture and furnishing in the Premises to the extent of at least ninety (90) percent of their replacement cost under broad form standard fire and extended coverage insurance, including, without limitation, vandalism and malicious mischief and sprinkler leakage endorsements; and

f. Broad form, "all risk" business interruption or extra expense insurance.

Alternatively, Tenant may elect to self-insure its insurance obligations and provide written notification of such election to Landlord, which election shall remain in force unless withdrawn in writing by Tenant and accompanied by written proof of the required insurance delivered to Landlord.

(b) Landlord shall procure and maintain, at its own cost and expense, a policy of insurance for comprehensive general public liability covering injury to or death of persons and damage to property in an amount of not less than $1,000,000 combined single limit per occurrence, naming Tenant as an additional named insured.

6.1 Form Of Insurance.

Insurance to be carried by Tenant shall be in companies and in form, substance and amount (initially in amounts stated above) satisfactory from time to time to Landlord and any mortgagee of Landlord. Insurance policies described in Sections 6.0(a), (b) and (d) shall name Landlord as an additional insured and shall contain waivers of subrogation against Landlord and expressly permit waiver of claims prior to a loss as provided in Section 6.3 hereof, both such waivers to be to the extent permitted by the insurance company. The aforesaid insurance shall not be subject to cancellation except after at least thirty (30) days' prior written notice to Landlord or Tenant (as required by Section 6.0(b)) and any mortgagee of Landlord. The original

insurance policies (or certificates thereof satisfactory to Landlord), together with satisfactory evidence of payment of the premiums thereon, shall be deposited with Landlord (as required by Section 6.0(b)) at the Commencement Date and renewals thereof not less than thirty (30) days prior to the end of the term of each such coverage. If Landlord is an Illinois land trust the insurance referred to in subsections 6.0(a), (b) and (d) hereof also shall name as additional insureds the beneficiary or beneficiaries thereof, and their agents, including Agent.

6.2 Fire Protection.

Tenant shall conform with all applicable fire codes of any governmental authority, and with the rules and regulations of Landlord's fire underwriters and their fire protection engineers, including, without limitation the installation of adequate fire extinguishers.

6.3 Mutual Waiver Of Claims And Subrogation Rights.

Notwithstanding any other provision of this Lease to the contrary, whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through, or under it in connection with the Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under this Lease to be so insured, then the party so insured (or so required) hereby waives any claims against and releases the other party from any liability, said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required); provided that such waiver of claims or release of liability shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (except that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release or waiver in full force and effect). If the party released from liability hereunder is the Landlord, and if Landlord is an Illinois land trust, the term "Landlord", for the purpose of this Section 6.4 only, shall include the Trustee, its agents, its beneficiary or beneficiaries and their agents, including Agent.

VII.

Damage Or Destruction.

7.0 Damage Or Destruction By Fire Or Casualty.

In the event the Premises are damaged by fire, explosion or other casualty, Landlord shall commence the repair, restoration or rebuilding thereof within ninety (90) days after such damage and shall complete such restoration, repair or rebuilding within one hundred eighty (180) days after the commencement thereof, subject to delay because of changes, deletions, or additions in construction requested by Tenant, acts of Tenant, strikes, lockouts, casualties, acts of God, war, fuel or energy shortages, material or labor shortages, governmental regulation or control or other causes beyond the control of Landlord. If the fire or casualty (not caused by any act or neglect of Tenant, its agents, employees or contractors) or the repair, restoration or rebuilding caused thereby shall render the Premises untenantable in whole or in part, Base Rent shall abate from the date when the damage occurred until the date on which the Premises are again fit for occupancy by Tenant in an amount bearing the same ratio to the total amount of Base Rent for such period as the portion of the Premises not ready for occupancy from time to time bears to the entire Premises. If such a fire, explosion or other casualty damages the Building, Landlord may, in lieu of repairing, restoring or rebuilding the same, elect to terminate this Lease by notice to Tenant within ninety (90) days after occurrence of the fire or other casualty causing the damage. In such event, Tenant shall be obligated to pay Rent and other charges hereunder accrued to the date when the damage occurred. Notwithstanding anything to the contrary herein set forth, Landlord shall have no obligation pursuant to this Section 7.0:

(a) to repair or restore any Alterations owned or made by Tenant in the Premises or to spend for any repair or restoration amounts in excess of insurance proceeds paid to Landlord which are not applied to reduce the balance of any mortgage on the Building or Real Estate; or (b) to repair or restore the Premises if the damage or destruction occurs during the last twenty-four (24) months of the Term.

VIII.

Condemnation.

8.0 Taking Of Whole.

If the entire Building or a substantial part thereof, or any part thereof which includes all or a substantial part of the Premises, shall be taken or

condemned for a public or quasi-public use or purpose by a competent authority, or if such a portion of the Premises shall be so taken that as a result thereof the balance cannot be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, then in either of such events, the Term shall terminate upon the earlier of delivery of possession to the condemning authority or the effective date of the taking. Any award, compensation or damages (the "Award") for a partial or total taking shall be paid to and be the sole property of Landlord whether the Award shall be made as compensation for diminution of the value of the leasehold estate or the fee of the Building and Real Estate or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all of the Award. Tenant shall pay Rent and other charges hereunder accruing to the date of termination.

8.1 Partial Taking.

If only a part of the Premises shall be so taken or condemned, but the balance of the Premises can still be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, this Lease shall not terminate and Landlord shall repair and restore the Premises and all improvements thereon, except that Landlord shall not hereby be required to expend for repair and restoration any sum in excess of the Award. Any portion of the Award which has not been expended by Landlord for such repairing or restoration shall be retained by Landlord as Landlord's sole property. Base Rent and Tenant's Pro Rata Share shall be equitably abated following delivery of possession to the condemning authority.

IX.

Maintenance And Alterations.

9.0 Landlord's Maintenance.

(a) Landlord shall keep and maintain in good working order and repair the roof and exterior walls of the Building, the portions of the parking lot used for parking in common by all tenants of the Complex, and landscaping on the Real Estate, the heating, ventilation and air conditioning systems and equipment ("H.V.A.C.") and all roof-mounted mechanical equipment, air handler and furnace and equipment relating to the air handler and furnace used in connection with the Premises and in common with other tenants of the Building. Landlord shall perform all exterior painting (at such intervals as Landlord deems appropriate) and shall remove snow accumulations, if and when deemed necessary by Landlord, from the roof and from the parking lot, and shall perform necessary maintenance, repairs

and replacements on portions of the Building and Real Estate used in common by its tenants. Landlord's obligations under this Section 9.0 are subject to the provisions of Article VII of this Lease concerning damage or destruction due to fire or other casualty.

(b) If Landlord shall repair any damage to the Building and Real Estate, including, without limitation, damage to the roof, landscaping, or exterior of the Building, and to truck dock doors caused by or resulting from any act or omission or negligence of Tenant, its agents, employees, contractors, customers and invitees, Tenant shall pay Landlord the cost of such repair and expenses incurred by Landlord in connection with such repair within ten (10) days after Landlord bills Tenant therefor.

9.1 Tenant's Maintenance.

(a) Tenant shall keep and maintain the entire interior of the Premises, the garage doors and the portion of the exterior of the Premises not being maintained by Landlord pursuant to Section 9.0, and the heating, ventilating and air conditioning systems, mechanical systems, air handlers, furnaces and equipment relating to the air handlers and furnace used solely in connection with the Premises, plumbing fixtures, light fixtures, bulb and tubes, and windows on the interior and exterior of the Premises clean and sanitary and in good condition and repair, carpet cleaning at least once each year, necessary interior painting, and keeping all glass (in windows, doors and skylights) clean and in good condition; as to any repairs and replacements, Tenant shall comply with the requirements of Section 9.2 hereof. Tenant shall be responsible for all custodial and cleaning services and upkeep within the Premises. Tenant shall maintain the Premises in such condition so as to fully comply with all applicable building, environmental, fire, health, safety and police orders, regulations, codes and ordinances. Tenant promptly shall remove any debris left by Tenant, its employees, agents, contractors, customers or invitees in the common areas of the Building and in the parking area or other areas of the Real Estate.

(b) If Tenant's use of the Premises imposes excessive demands upon the H.V.A.C., air handler and furnace systems and related equipment, then, to the extent Landlord's maintenance obligation incurs costs in excess of Seven Thousand Five Hundred Dollars ($7,500.00) per year, Tenant shall be responsible for such costs and pay same to Landlord within ten (10) days after Landlord bills Tenant therefor.

(c) Landlord, at all times during the Term, shall have the authority to execute and keep in force a maintenance contract or contracts, providing for regular inspection of the heating, air conditioning and ventilating equipment, and providing for necessary repairs thereto and/or custodial contract providing for custodial, janitorial and cleaning services in the event the Premises are not maintained in the condition as required under this Lease provided that Landlord first notifies Tenant in writing that such

maintenance or service contracts will be executed. All costs so incurred by Landlord relating to custodial, janitorial and cleaning services in the Premises shall be the obligation of Tenant hereunder.

9.2 Alterations.

(a) Tenant shall not create any openings in the roof or exterior walls, or make any repairs, replacements, additions, improvements or alterations (collectively, "Alterations") to the Premises without Landlord's prior written consent, which consent Landlord may, in its discretion, withhold; provided, however, that Landlord agrees not to withhold its consent unreasonably to any Alterations (i) not affecting the structure of the Building or Building systems, (ii) not increasing the cost to Landlord of performing its obligations hereunder, (iii) not affecting any other tenant's premises, and (iv) costing less than $5,000.00. Tenant shall make all Alterations in and to the Premises required by any governmental authority or which may be made necessary by the act or neglect of Tenant, its employees, agents, contractors, invitees and licensees.

(b) Tenant shall perform any Alterations with new materials, in a workman-like manner, strictly in accordance with plans and specifications therefor first approved in writing by Landlord and in accordance with all applicable governmental restrictions, orders, regulations, laws and ordinances and in compliance with any insurance policies or insurance underwriting requirements. At Landlord's option (exercised by notice in writing from Landlord to Tenant given within ten (10) days after Landlord receives Tenant's plans and specifications), such work (in the event it is competitively priced) shall be performed by employees of or contractors employed by Landlord, at Tenant's expense. In any event, all Alterations shall be performed by persons, contractors and/or subcontractors approved by Landlord. Upon completion of any such work by or on behalf of Tenant, Tenant shall provide Landlord with such documents as Landlord may require (including, without limitations, sworn contractors' statements and supporting lien waivers) evidencing payment in full for such work, and "as built" working drawings. Tenant shall, upon written notice from Landlord, immediately remove any work which does not comply with provisions of this Section 9.2(b) and restore the Premises to their condition immediately prior to performance of the work. If Tenant fails so to remove such work and restore the Premises, Landlord may, at its option, and in addition to all other rights or remedies of Landlord under this Lease, at law or in equity enter the Premises and perform said obligation of Tenant, and Tenant shall reimburse Landlord for the cost to the Landlord thereof, immediately upon being billed therefor by Landlord. Such entry by Landlord shall not be deemed an eviction or disturbance of Tenant's use or possession of the Premises nor render Landlord liable in any manner to Tenant. Notwithstanding the foregoing, Landlord may permit Tenant to do minor alterations within the Premises if Tenant provides Landlord with ten (10) day advance written notification requesting Landlord's consent to complete certain specified

alterations. Landlord may withhold its consent for such minor alterations, if they are not in accordance with Section 9.2(a) or if they affect any electrical, mechanical, structural, or plumbing element of the Building.

(c) Subject to the provisions of Section 4.0 hereof, Landlord, at Landlord's discretion, may permit Tenant and Tenant's agents, suppliers, contractors, subcontractors and workmen (collectively, "Tenant's Contractors"), who have been approved by Landlord as hereinafter provided, to enter the Premises prior to the commencement of the Term to enable Tenant to do such things as may be required by Tenant to make the Premises ready for Tenant's occupancy. Tenant shall notify Landlord of the identity of Tenant's Contractors not less than fifteen (15) business days prior to the initial entry into the Building or the Premises by any such Tenant's Contractors, and Landlord shall have the right to approve or disapprove any of Tenant's Contractors. Tenant agrees that if such permission is granted, (i) Tenant and Tenant's Contractors and their activities in the Premises and Building will not interfere with or delay the completion of the work to be done by Landlord and will not interfere with other activities of Landlord or its mechanics or contractors or occupants of the Building or their contractors, and (ii) Landlord, its contractors, subcontractors and their agents and employees, shall have priority over Tenant and Tenant's Contractors in performing work within the Premises or Building. Landlord shall have the right to withdraw such permission upon twenty-four (24) hours written notice to Tenant if Landlord determines that any such interference or delay has been or may be caused. Tenant agrees that any such entry into the Premises shall be at Tenant's own risk and Landlord shall not be liable in any way for any injury, loss or damage which may occur to any of the Tenant's property or installation made in the Premises. Tenant further agrees to protect, defend, indemnify and save harmless Landlord and its beneficiaries and agent from all liabilities, costs, damages, fees and expenses arising out of or connected with the activities of Tenant or Tenant's Contractors in or about the Premises or Building, including without limitation, the cost of any repairs to the Premises or Building necessitated by activities of Tenant's Contractors. In addition, prior to the initial entry into the Building or the Premises by Tenant and by each of Tenant's Contractors, Tenant shall furnish Landlord, at Tenant's sole cost, with policies of insurance covering Landlord, its beneficiaries and agents as insured parties, with such coverages and in such amounts as Landlord may then require in order to insure Landlord, its beneficiaries or agents against loss or liability for injury or death or damage to property arising our of or connected with any activities of Tenant or Tenant's Contractors. Notwithstanding the foregoing, if Tenant provides Landlord with adequate proof that Tenant is self-insured, Landlord agrees to waive the requirement for insurance in Section 9.2(c).

X.

Assignment And Subletting.

10.0 No Assignment, Subletting Or Other Transfer.

Tenant, either prior or subsequent to the commencement of the Term, shall not, (i) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it, (ii) allow to exist or occur any transfer of or lien upon this Lease or the Tenant's interest herein by operation of law, (iii) sublet the Premises or any part thereof, or (iv) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Section 3.0 of this Lease or by anyone other than the Tenant and Tenant's employees. Landlord has the absolute right to withhold its consent to any of the above actions, except as herein expressly provided to the contrary in Section 10.2.

10.1 Consent Not A Release.

Consent by Landlord to any assignment, use or occupancy, or transfer shall not operate to relieve the Tenant from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, transfer, lien, charge, subletting, use or occupancy. Tenant shall pay all of Landlord's costs, charges and expenses, including attorney's fees, incurred in connection with any assignment, transfer, lien, charge, subletting, use or occupancy made or requested by Tenant.

10.2 Notice To Landlord; Right To Terminate.

Tenant, by notice in writing, shall advise Landlord of its intention from, on and after a stated date (which shall not be less than sixty (60) days after the date of Tenant's notice) to assign this Lease or sublet any part or all of the Premises for the balance of any part of the Term, and, in such event, Landlord shall have the right, to be exercised by giving written notice to Tenant within thirty (30) days after receipt of Tenant's notice, to recapture the space described in Tenant's notice and such recapture notice shall, if given, terminate this Lease with respect to the space therein described as of the date stated in Tenant's notice. Tenant's notice shall state the name and address of the proposed subtenant or assignee, and a true and complete copy of the proposed sublease or assignment and sufficient information to permit Landlord to determine the financial responsibility and character of the proposed subtenant or assignee shall be delivered to Landlord with Tenant's notice. If Tenant's notice shall cover all of the Premises, and if Landlord

shall give the recapture notice, the Term of this Lease shall expire and end on the date stated in Tenant's notice as if that date had been stated in this Lease for the expiration of the Term. If, however, this Lease be terminated pursuant to the foregoing provisions with respect to less than the entire Premises, then Exhibit A shall be amended to reflect deletion of the portion of the Premises so recaptured, and the Base Rent shall be adjusted on the basis of the number of rentable square feet retained by Tenant (i.e. rentable square foot area of deleted portion of the Premises shall be deducted from Rentable Area of Premises, Base Rent shall be reduced by a percentage equal to the rentable square foot area of deleted portion of the Premises divided by the original Rentable Area of the Premises); this Lease as so amended shall continue thereafter in full force and effect. If Landlord, upon receiving Tenant's notice with respect to any such space, shall not exercise its right to terminate, Landlord will not unreasonably withhold its consent to Tenant's assignment of this Lease or subletting the space to the proposed subtenant or assignee named in the notice. Landlord shall not be deemed to have unreasonably withheld its consent to a sublease of part or all of the Premises or an assignment of this Lease if its consent is withheld because: (i) Tenant is then in default hereunder; (ii) any notice of termination of this Lease or termination of Tenant's possession shall have been given under Section 18.1 hereof; (iii) the portion of the Premises which Tenant proposes to sublease, including the means of ingress and egress thereto and the proposed use thereof, and the remaining portion of the Premises will violate any city, state or federal law, ordinance or regulation; (iv) the proposed use of the Premises by the subtenant or assignee does not conform with the use set forth in Section 3.0 hereof; (v) in the reasonable judgment of Landlord, the proposed subtenant or assignee is of a character or is engaged in a business which would be deleterious to the reputation of the Building, or the subtenant or assignee is not sufficiently financially responsible to perform its obligations under the proposed sublease or assignment; provided, however, that the foregoing are merely examples of reasons for which Landlord may withhold its consent and shall not be deemed exclusive of any permitted reasons for reasonably withholding consent, whether similar or dissimilar to the foregoing examples.

10.3 [Intentionally Deleted]

10.4 Assumption And Attornment.

If Tenant, having obtained Landlord's consent, shall assign this Lease as permitted herein, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument satisfactory to Landlord and furnished to Landlord not later than fifteen (15) days prior to the effective date of the assignment. If Tenant, having obtained Landlord's consent as aforesaid, shall sublease the Premises as permitted herein, Tenant shall obtain and furnish to Landlord, not later than fifteen (15) days prior to the effective date of such sublease and in form satisfactory to Landlord, the

written agreement of such subtenant to the effect that the subtenant will attorn to the Landlord, at Landlord's option and written request, in the event this Lease terminates before the expiration of the sublease.

10.5 Cancellation By Tenant.

Tenant shall have a right to cancel this Lease and Tenant's obligations hereunder as of January 31, 1998 or at any time thereafter. This right must be exercised by Tenant no later than one hundred eighty (180) days prior to such date by written notice to Landlord as provided herein and provided further that Tenant shall fulfill the following conditions in order to exercise its cancellation right as granted herein:

(a) If Tenant desires to cancel this lease between January 31, 1998 and August 31, 1998, together with notice to Landlord it shall pay Landlord the additional sum of $66,169.60 for the right to terminate this lease early;

(b) Tenant shall not be in default hereunder or shall have cured all defaults hereunder prior to January 31, 1998; and

(c) Tenant otherwise shall comply with all the terms and provisions of the Lease with respect to the termination hereof and surrender of the Premises.

XI.

Liens And Encumbrances.

11.0 Encumbering Title.

Tenant shall not do any act or suffer or permit any action to be taken which shall in any way encumber the title of Landlord in and to the Premises, the Building or Real Estate, nor shall the interest or estate of Landlord in the Premises, the Building or Real Estate be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Premises, the Building or Real Estate arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Premises, the Building and Real Estate.

11.1 Liens.

Tenant shall not permit the Premises, the Building or Real Estate to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant. In case of any such lien attaching, Tenant shall immediately pay and remove same or furnish security to or indemnify Landlord in a manner satisfactory to Landlord in its sole discretion to protect Landlord against foreclosure, defense or any expense arising from any such lien, Except during any period in which Tenant appeals any judgment or obtains a rehearing and foreclosure of any such lien or judgment is stayed, Tenant shall immediately pay any judgment rendered against Tenant, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Tenant fails to pay and remove any lien, Landlord, at its election, may pay and satisfy same, and all sums so paid by Landlord, with interest from the date of payment at the rate set forth in Section 2.4 hereof shall be deemed Additional Rent due and payable at once without notice or demand.

XII.

Utilities.

12.0 Utilities.

(a) Tenant shall purchase all utility services, including but not limited to fuel, gas, electricity and water, but excluding sewerage, from the utility or municipality providing such service, and shall pay for such services when such payments are due.

(b) Tenant shall not waste or permit the wasting of water or use water for purposes other than drinking, lavatory and toilet purposes through fixtures installed by the Landlord, or by the Tenant with Landlord's consent. If water charges are not billed to and paid directly by Tenant, then Tenant shall pay Landlord for domestic water and hot water furnished or used for any purpose, as additional rent, at the amounts and rates paid by Landlord, and, in connection therewith, Landlord may require Tenant at Tenant's cost to install a submeter to measure Tenant's water usage. Tenant shall not introduce into the sewer system any harmful or dangerous substances and will not overload the sewer system by abnormal usage.

(c) Tenant agrees that Landlord, Agent, Landlord's beneficiaries and their agents shall not be liable in damages, by abatement of Rent or otherwise, for failure to furnish or for a delay in furnishing any service or utility, whether

the responsibility of Landlord or others, when such failure or delay is occasioned, in whole or in part, by repairs, renewals or improvements, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building or Real Estate after reasonable effort so to do, by any accident or casualty whatsoever, by the act or default of Tenant or other parties, or by any cause beyond the reasonable control of Landlord; and such failures or delays shall never be deemed to constitute an eviction or disturbance of the Tenant's use and possession of the Premises or relieve the Tenant from paying Rent or performing any of its obligations under this Lease.

(d) Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Building. Landlord, throughout the Term of this Lease, shall have free access to any and all mechanical installations, and Tenant agrees that there shall be no construction or partitions or other obstructions which might interfere with the moving of the servicing equipment of Landlord to or from the enclosures containing said installations. Tenant further agrees that neither Tenant nor its employees, agents, licensees, invitees or contractors shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical installations.

XIII.

Indemnity And Waiver.

13.0 Indemnity.

Tenant will protect, indemnify and save Landlord (if Landlord is an Illinois land trust, the term "Landlord", for the purpose of this Article XIII only, shall include the Trustee, its agents, its beneficiary or beneficiaries and their agents) harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Premises or resulting from any act or omission of Tenant or anyone claiming by, through or under Tenant; (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; or (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. In case any action, suit or proceeding is brought against Landlord by reason of any such occurrence, Tenant will, at Tenant's expense, by Corporation Counsel or

other counsel approved by Landlord, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended.

Except with respect to matters which result from the acts or negligence of Tenant, its agents and employees, Landlord agrees to hold Tenant, its agents, servants and employees harmless and to indemnify each of them from and against claims and liabilities, including reasonable attorneys' fees, for injuries to persons and damage to or theft or misappropriation or loss of property on the Premises arising from the gross negligence or willful misconduct of Landlord or the breach of any covenant to be performed by Landlord under this Lease in excess of amounts paid to Tenant or on behalf of Tenant under insurance covering such claims and liabilities.

13.1 Waiver Of Certain Claims.

All property belonging to Tenant or any occupant of the Premises that is in or on any part of the Building or Real Estate shall be there at the risk of Tenant or of such other person only, and Landlord shall not be liable for any damage thereto or for the theft or misappropriation thereof. Tenant waives all claims it may have against Landlord for business, interruption or damage or injury to property sustained by Tenant or any persons claiming through Tenant or by any occupant of the Premises, or by other person, resulting from any part of the Building or Real Estate becoming out of repair, or resulting from any accident on or about the Building or Real Estate, or resulting directly or indirectly from any act or neglect of any tenant or occupant of any part of the Building or Real Estate or of any other person, including Landlord to the extent permitted by law. Tenant's waiver shall include, without limitation, damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors, or noise, or caused by bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of Tenant or of other tenants, or occupants of any part of the Building or Real Estate or of any other person, including Landlord to the extent permitted by law, and whether such damage be caused by or result from any thing or circumstance above mentioned or referred to, or to any other thing or circumstance whether of a like nature or of a wholly different nature.

XIV.

Rights Reserved To Landlord.

14.0 Rights Reserved To Landlord.

Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord, on behalf of itself and Agent

reserves the following rights to be exercised at Landlord's election, without liability to Tenant for damage or injury to person, property or business and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of rent or affecting any of Tenant's obligations under this Lease:

(a) To change the street address and name of the Building;

(b) To inspect the Premises and to make repairs, additions or alterations to the Premises, the Building, the Real Estate or the parking areas, or any parts thereof, including, without limitation, to make repairs, additions or alterations within the Premises to mechanical, electrical and other facilities serving the Premises or other premises in the Building or other parts of the Real Estate, to relocate or change corridors or entrances in and to the Real Estate and Building, to temporarily close entrances, stairways and corridors and interrupt or temporarily suspend services or facilities;

(c) To show the Premises to prospective purchasers, mortgagees, or other persons having a legitimate interest in viewing the same, and, at any time within one (1) year prior to the expiration of the Lease term, to brokers or persons wishing to rent the Premises; during the last year of the Lease term, to place and maintain a "For Rent" sign or on the Premises, and to place or maintain "For Rent" or "For Sale" signs on the Real Estate and the exterior of the Building;

(d) During the last ninety (90) days of the Lease term, if during or prior to that time Tenant vacates the Premises, to decorate, remodel, repair, alter or otherwise prepare the Premises for new occupancy;

(e) To designate and approve, prior to installation, all window shades, blinds, drapes, awnings, window ventilators and similar equipment and all internal lighting visible from outside the Building;

(f) To retain at all times, and to use in appropriate instances, passkeys to the Premises;

(g) To establish and require Tenant to comply with reasonable security controls for the Building and to otherwise take such action or preventive measures for the safety or security of the Building and its occupants; and

(h) To promulgate and establish such rules and regulations governing the use and operation of the Building, the Real Estate and the Premises as are reasonably necessary for the orderly operation thereof, and Tenant agrees, for itself, its employees, agents, clients, customers and invitees to comply with such rules and regulations. Landlord may enter upon the Premises for any and all of said purposes and may exercise any and all of

the foregoing rights hereby reserved, during normal business hours unless an emergency exists, without being deemed guilty of any eviction or disturbance of Tenant's use or possession of the Premises, and without being liable in any manner to Tenant.

(i) Except as otherwise provided in Section VI and paragraphs 8.0, 8.1, 20.18, and 20.19 hereof, if Landlord fails to repair or replace any item that is Landlord's obligation to perform under this Lease, and such failure continues for a period of twenty (20) days after written notice thereof to Landlord (unless the failure involves a hazardous condition, which shall be cured immediately), then Tenant may, in its sole discretion, after providing a second ten (10) day prior written notice to Landlord of Tenant's election to do so, perform such repair or replacement to the extent that the cost to complete the same does not exceed Ten Thousand and no/100 Dollars ($10,000.00) and Landlord shall pay to Tenant the cost thereof within ten (10) days of being billed thereof.

XV.

[Intentionally Deleted]

15.0 [Intentionally Deleted]

XVI.

Subordination Or Superiority.

16.0 Subordination Or Superiority.

If the mortgagee or trustee in any mortgage or first trust deed hereafter made shall elect to make this Lease subject and subordinate to its mortgage or trust deed, then all or a portion of the rights and interests of Tenant under this Lease shall be subject and subordinate to such mortgage or trust deed and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof. Any mortgagee or trustee in any mortgage or trust deed may elect that, instead of making this Lease or permitting this Lease to be subject and subordinate to its mortgage or first trust deed, the rights and interest of Tenant under this Lease shall have priority over the lien of its mortgage or trust deed. Provided tenant is furnished with a statement from such mortgage or trustee that Tenant's possession will not be disturbed if such mortgage or trustee succeeds to Landlord's interest herein, unless Tenant is in default

hereunder, Tenant agrees that it will, within ten (10) days after demand in writing, execute and deliver whatever instruments may be required, either to make the Lease subject and subordinate to such mortgage or trust deed, or to give the Lease priority over the lien of the mortgage or trust deed, whichever alternative may be elected by the mortgagee or trustee. If Tenant fails to execute and deliver any such instrument, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact, in its name, place and stead so to do.

XVII.

Surrender.

17.0 Surrender.

Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon termination of Tenant's right to possession of the Premises, Tenant will at once surrender and deliver up the Premises, together with all improvements thereon, to Landlord, in good condition and repair, reasonable wear and tear excepted. Said improvements shall include all plumbing, lighting, electrical, heating, cooling and ventilating fixtures and equipment, and all Alterations. All Alterations, temporary or permanent, made in or upon the Leased Premises by Tenant shall become Landlord's property and shall remain upon the Leased Premises on any such termination without compensation, allowance or credit to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove any Alterations and all furniture, machinery, trade fixtures and other items of movable personal property of every kind and description (collectively "Trade Fixtures") and to restore the Premises to their condition prior to the making of such Alterations or placement of Trade Fixtures, repairing any damage occasioned by such removal and restoration. Said right shall be exercised by Landlord's giving written notice thereof to Tenant on or before ten (10) days after any such termination. If Landlord requires removal of any Alterations or Trade Fixtures, and Tenant does not make such removal in accordance with this Section 17.0 at the time of such termination, or within ten (10) days after such request, whichever is later, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof or, at its election, deliver the same to any other place of business of Tenant or warehouse the same. Tenant shall pay the costs of such removal, repair, delivery and warehousing to Landlord, plus interest at the rate set forth in Section 2.4, on demand.

17.1 Removal Of Tenant's Property.

Upon the termination of this Lease by lapse of time or cancellation, Tenant shall remove Tenant's personal property incident to Tenant's business in addition to the Trade Fixtures and Tenant, at Tenant's option, shall have the right to remove the make-up air handling system as well; provided that Tenant has paid all Additional Rent due therefor and is not otherwise in default hereunder, and provided further, however, that Tenant shall repair any injury or damage to the Premises which may result from any such removal, and shall restore the Premises to the same condition as prior to the installation thereof, ordinary wear and tear excepted. If Tenant does not remove Tenant's personal property from the Premises prior to the expiration or earlier termination of the Lease term, Landlord, may, at its option, remove the same (and repair any damage occasioned thereby) and dispose thereof or deliver the same to any other place of business of Tenant or warehouse the same, and Tenant shall pay the cost of such removal, repair, delivery and warehousing to Landlord on demand, or Landlord may treat such personal property as having been conveyed to Landlord with this Lease as a bill of sale, without further payment or credit by Landlord to Tenant.

17.2 Holding Over.

Tenant shall have no right to occupy the Premises or any portion thereof after the expiration of the Lease or after termination of the Lease or of Tenant's right to possession pursuant to Section 18.0 hereof. In the event Tenant or any party claiming by, through or under Tenant holds over, Landlord may exercise any and all remedies available to it at law or in equity to recover possession of the Leased Premises, and for damages. For each and every month or partial month that Tenant or any party claiming by, through or under Tenant remains in occupancy of all or any portion of the Leased Premises after the expiration of the Lease or after termination of the Lease or Tenant's right to possession, Tenant shall pay, as minimum damages and not as a penalty, monthly rental at a rate equal to double the rate of Rent and other charges payable by Tenant hereunder immediately prior to the expiration or other termination of the Lease or of Tenant's right to possession. The acceptance by Landlord of any lesser sum shall be construed as a payment on account and not in satisfaction of damages for such holding over. If the holding over occurs at the expiration of the Term, or by reason of a termination by mutual agreement of the parties, Landlord may, as an alternative remedy, elect that such holding over shall constitute a renewal of this Lease for one (1) year at a rental equal to 200% of the rate of Rent payable hereunder immediately prior to the expiration of the Lease, and upon all of the other covenants and agreements contained in this Lease. Notwithstanding the foregoing, however, in the event, upon the expiration of the Lease, or after termination of the Lease or Tenant's right to possession pursuant to Section 18.0 hereof, Tenant has commenced and is making continuous, consistent efforts to vacate the Premises, and provided further,

that Landlord is and shall not be materially damaged as a result of the holding over by Tenant, then Tenant shall have the right to extend its occupancy of the Premises for a period not to exceed three (3) months with a monthly rental at a rate equal to the rate of Rent and other charges payable by Tenant hereunder immediately prior to the expiration or the termination of the Lease or Tenant's right to possession. If Tenant fails to vacate and surrender the Premises at any time beyond the extension period provided herein for any reason, then Tenant shall be obligated to pay, retroactively to the date that Tenant's extended right of occupancy or possession commenced, a rent equal to double the rate of Rent and other charges payable hereunder effective as of the first day of holding over and continuing until the actual surrender of the Premises. For purposes of this provision, material damage to Landlord is defined to include any losses, actual or prospective, that Landlord may incur if, due to the holding over by Tenant, Landlord loses a Lessee for the Premises occupied by Tenant or any portion thereof.

XVIII.

Remedies.

18.0 Defaults.

Tenant agrees that any one or more of the following events shall be considered events of default as said term is used herein:

(a) Tenant shall fail to pay any Rent or other charges within ten (10) days after the due date; however, Landlord shall allow Tenant an additional twenty (20) days two times per year before a default occurs; or

(b) Tenant shall fail to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed and performed by Tenant, and such failure shall continue for thirty (30) days after notice thereof in writing to Tenant; or

(c) Tenant shall be adjudged an involuntary bankrupt, or a decree or order approving, as properly filed, a petition or answer filed against Tenant asking reorganization of Tenant under the Federal bankruptcy laws as now or hereafter amended, or under the laws of any state, shall be entered, and any such decree or judgment or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof; or

(d) Tenant shall file or admit the jurisdiction of the court and material allegations contained in any petition in bankruptcy or any petition pursuant to or purporting to be pursuant to the federal bankruptcy laws as

now or hereafter amended, or Tenant shall institute any proceeding or shall give its consent to the institution of any proceedings for any relief of Tenant under any bankruptcy or insolvency laws or any laws relating to the relief or debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or

(e) Tenant shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Tenant or any of the property of Tenant; or

(f) The Premises or Tenant's leasehold interest therein are levied upon under execution or attached by legal process, or a lien is filed in respect of the Premises or leasehold interest which is not released or discharged within ten (10) days after the date of filing, except as provided in Section 11 hereof; or

(g) A decree or order appointing a receiver of the property of Tenant shall be made and such decree or order shall not have been vacated or set aside within sixty (60) days from the date of entry or granting thereof; or

(h) Tenant shall vacate or abandon the Premises during the Term or fail to take possession of the Premises within thirty (30) days after the Premises are available for occupancy (the transfer of a substantial part of the operations, business and personnel of the Tenant previously located at the Premises to another location without replacement of same with other operations permitted by the terms of this Lease, being deemed, without limiting the meaning of the term "Vacates or abandons", to be a vacation or abandonment within the meaning of this subsection (h), whether or not Tenant thereafter continues to pay Rent under this Lease; or

(i) Tenant shall repeatedly be late in the payment of rent or other charges required to be paid hereunder or shall repeatedly fail to keep, observe, or perform any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of such payment or other defaults shall have been given to Tenant, but whether or not Tenant shall have timely cured any such payment or other defaults of which notice was given); or

(j) Tenant fails to comply with the provisions of Article X concerning assignment, subletting and other transfer; or

(k) The existence of any event of default defined or provided for elsewhere in this Lease.

18.1 Remedies.

Upon the occurrence of anyone or more of such events of default, Landlord at its election, may terminate this Lease or may terminate Tenant's right to

possession only, without terminating the Lease. Upon termination of the Lease, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession thereof to Landlord, and hereby grants to Landlord the full and free right, without demand or notice of any kind to Tenant (except as hereinabove expressly provided for), to enter into and upon the Premises in such event with or without process of law and to repossess the Premises as Landlord's former estate and to expel or remove Tenant and any others who may be occupying or within the Premises without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law.

(a) Upon termination of the Lease, Landlord shall be entitled to recover as damages all Rent and other sums due and payable by Tenant on the date of termination, plus (1) an amount equal to the difference of (y) the value of the rent and other sums provided herein to be paid by Tenant for the residue of the stated term hereof, less (z) the fair rental value of the Premises for the residue of the stated term (taking into account the time and expenses necessary to obtain a replacement tenant or tenants, including expenses hereinafter described relating to recovery of the Premises, preparation for reletting and for reletting itself), provided however that in no event shall the aforesaid difference be less than zero, and (2) the cost of performing any other covenants to be performed by Tenant.

(b) If Landlord elects to terminate Tenant's right to possession only without terminating the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as hereinabove provided, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from Tenant's obligations to pay the Rent hereunder for the full term or from any other of its obligations under this Lease. Landlord may relet, but shall be under no obligation so to do, all or any part of the Premises for such Rent and upon such terms as shall be satisfactory to Landlord (including the right to relet the Premises for a term greater or lesser than that remaining under the Lease term, and the right to relet the Premises as a part of a larger area, and the right to change the character or use made of the Premises). For the purpose of such reletting, Landlord may decorate or make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient. If Landlord does not relet the Premises, Tenant shall pay to Landlord on demand damages equal to the amount of the Rent, and other sums provided herein to be paid by Tenant for the remainder of the Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the Rent accruing therefrom (including, but not by way of limitation, attorneys' fees and brokers' commissions), to satisfy the Rent and other charges herein provided to be paid for the

remainder of the Term, Tenant shall pay to Landlord on demand any deficiency and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this section from time to time.

18.2 Remedies Cumulative.

No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

18.3 No Waiver.

No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach, of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of rent or other charges hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in the absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's right to possession hereunder, as the case may be, but shall be construed as a payment on account, and not in satisfaction of damages due from Tenant to Landlord.

18.4 [Intentionally Deleted]

XIX.

[Intentionally Deleted]

19.0 [Intentionally Deleted]

XX.

Miscellaneous.

20.0 [Intentionally Deleted]

20.1 Estoppel Certificates.

Tenant shall, at any time and from time to time upon not less than ten (10) days prior written request from Landlord, execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord or Landlord's mortgagee, a written statement certifying (if true): (i) that Tenant has accepted the Premises; (ii) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications); (iii) that Landlord is not in default hereunder; (iv) the date to which the rental and other charges have been paid in advance, if any; and (v) such other accurate certifications as reasonably may be required by Landlord or Landlord's mortgagee. It is intended that any such statement delivered pursuant to this subsection may be relied upon by any prospective purchaser or mortgagee of the Premises, Building or Real Estate and their respective successors and assigns.

20.2 Landlord's Right To Cure.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims); and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation reasonable attorneys' fees, shall be so much Additional Rent due on the next rent date after such payment together with interest (except in the case of said attorneys' fees) at the same rate as for late payments set forth in Section 2.4, from the date of the advance to the date of repayment by Tenant to Landlord.

20.3 Amendments Must Be In Writing.

None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed and delivered by the other party and may require approval from City Council.

20.4 Notices.

All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands from Landlord to Tenant shall be deemed to have been given if a copy thereof has been personally delivered, delivered by reliable courier or overnight messenger service, or mailed by United States registered or certified mail in an envelope properly stamped and addressed to Tenant at the Premises and c/o Asset Manager -- Real Estate, Department of General Services, City of Chicago, 510 Peshtigo Court, Room 6-A, Chicago, Illinois 60611, or the Commissioner of Streets and Sanitation, City of Chicago, 121 North Clark Street, Room 700, Chicago, Illinois 60602, and at such other address as Tenant theretofore may have designated by written notice to Landlord. Any notices or demands from Tenant to Landlord shall be deemed to have been given if delivered or mailed as aforesaid in an envelope properly stamped and addressed to Landlord c/o European American Realty, Ltd., 142 East Ontario Street, Suite 1550, Chicago, Illinois 60611, Attention: Scott K. Toberman, President, or at such other address or to such other agent as Landlord or Agent theretofore may have designated by written notice to Tenant. The effective date of any delivered notice shall be the date of delivery and the effective date of any mailed notice shall be two (2) days after deposit of the same in a United States Postal Service receptacle or with the United States Postal Service.

20.5 Time Of Essence.

Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

20.6 Relationship Of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture, by the parties hereto, it being understood and agreed that no provision in this Lease or any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

20.7 Captions.

The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

20.8 Severability.

If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20.9 Law Applicable.

This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

20.10 Covenants Binding On Successors.

All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

20.11 Brokerage.

Tenant warrants that it has had no dealings with any broker, agent or finder other than Lafayette Real Estate Services, Inc. in connection with this Lease. Tenant covenants to pay and hold harmless and indemnify Landlord from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any broker, agent or finder other than the broker(s) named above with respect to this Lease or the negotiations thereof.

20.12 Landlord Means Owner.

The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Building, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved,

from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

20.13 [Intentionally Deleted]

20.14 Signs.

Tenant shall not install any signs on the exterior of the Premises or Building without Landlord's prior written approval of detailed plans and specifications therefor. If Landlord has a standard form of identity sign or directory for tenants in the Building, and if Tenant desires to have an identity sign on the exterior of the Premises or directory of the Building, Tenant shall advise Landlord of the name it desires to have on its sign or on the directory. Landlord shall install any such sign showing such name, which shall be the standard sign used by Landlord for tenants in the Building. Tenant shall reimburse Landlord for Landlord's costs of fabricating and erecting any such sign or for including Tenant's name on any sign or directory of tenants of the Building within ten (10) days after being billed therefore by Landlord.

20.15 Use Of Loading Dock And Common Area.

Tenant shall use and cause all employees, agents, invitees and licensees to use the common areas of the Building and Real Estate, including, but without being limited to the sidewalks, driveways and parking lot on the Real Estate and the loading dock and common hallway area in the Building, in such a manner as to prevent disruption of other tenants and Landlord. The exterior door(s) serving the common loading dock and Tenant's exterior overhead or garage doors will be kept open only so long as is necessary to accomplish loading and unloading of any particular shipment or item. No vehicles or material shall be permitted to block sidewalks or driveways nor shall any vehicle be parked in the parking lot for longer than is necessary for the customary business purposes of Tenant. All vehicles using the loading dock shall unload in an expedient manner and Tenant shall not store materials in the dock or common hallway nor delay, in the course of delivery, the removal of material from the dock and common hallway. If, after notice to Tenant by Landlord, of a violation of this Section, Tenant fails to promptly cure such violation, or if, after repeated notices to Tenant of violations of this Section, whether or not promptly cured, Landlord may remove such vehicles or material as are in violation of this Section and Tenant shall pay Landlord's expense in connection therewith, on demand. Landlord shall have no responsibility for loss or damage to such vehicles or material, it being understood that the removal is at Tenant's sole risk.

20.16 [Intentionally Deleted]

20.17 Execution Of Lease By Landlord.

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document shall become effective and binding only upon the execution and delivery hereof by Landlord and by Tenant; provided, however, the execution and delivery by Tenant of this Lease to Landlord or Agent shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be revoked for thirty (30) days after such delivery. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein.

20.18 Landlord Performance.

If Landlord fails to perform timely any of the terms, convenants and conditions of this Lease on Landlord's part to be performed, and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials or labor, failure of power, restrictive governmental orders, laws or regulations, riots, insurrections, war, fuel or energy shortages, accidents, casualties, acts of God, weather, acts caused directly or indirectly by Tenant (or Tenant's agents, employees, contractors, licensees or invitees) or any other cause beyond the reasonable control of Landlord, then Landlord shall not be deemed in default under this Lease as a result of such failure.

20.19 Mortgagee Protection.

Tenant agrees to give any holder of any mortgage or trust deed, by registered or certified mail, a copy of any notice or claim of default served upon the Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing of the address of any such holder. Tenant further agrees that if Landlord shall have failed to cure such default within twenty (20) days after such notice to Landlord (or, if such default cannot be cured within such time, then such additional time as may be necessary if Landlord has commenced within such twenty (20) days and is diligently pursuing the steps necessary to cure such default) then the notified holder shall have the right but not the obligation to cure or correct such default within such time as may be necessary to cure or correct such default, including any time necessary to obtain possession if possession is necessary to cure or correct such default. Until the time allowed, as aforesaid, for the notified holder to cure such default has expired without cure, Tenant shall have no right to, and shall not, terminate this Lease on account of Landlord's default.

20.20 Compliance With Environmental Laws.

Tenant, at its sole cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations (collectively "Environmental Laws") of any governmental authority ("Agency") having jurisdiction respecting environmental matters including but not limited to environmental regulations, pollution control, abatement and remediation and toxic or hazardous materials, products, substances or wastes of any kind or nature. Tenant shall not introduce or bring onto or make, produce, handle, store, process or transfer in, on or at the Complex, the Building or Premises any type of toxic or hazardous material or product or any such material or product which could become toxic or hazardous without Landlord's prior written consent which may be withheld for any reason in Landlord's sole judgment and discretion. Landlord and its employees and representatives shall have access to the Premises and to the books and records of the Tenant and any occupant of the Premises claiming under the Tenant for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all products, materials and substances brought onto the Premises or made, produced, handled, stored, processed or transferred thereon. Tenant and all occupants of the Premises claiming under Tenant shall provide to Landlord duplicate counterparts of all schedules, correspondence, permits, agreements, notices and other documents of all types and kinds when filed or provided to an Agency or otherwise received from any Agency. Landlord and its agents, contractors and representatives shall have the right to: (i) take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Premises including, but not limited to, samples of products, materials or substances brought onto or made, produced, handled, stored, processed or transferred on the Premises by the Tenant or an occupant claiming under Tenant or otherwise present on the Premises; and (ii) enter into and upon the Premises in the event of any violation of any Environmental Laws for purposes of (a) assessing the damage caused to the Premises by virtue of such violation, and (b) repairing or replacing or causing the repair and replacement of those portions of the Premises damaged as a result of the violation of said Environmental Laws, all of which costs incurred for subsections (a) and (b) shall be deemed Direct Pay Items hereunder. And, further, notwithstanding any provision of this Lease, the Environmental Laws or judicial decisions to the contrary, with reference to any assignment, subletting, grant of license, concession or any other permission to use the Premises by any person other than Tenant, Landlord shall have the right to withhold Landlord's consent thereto if, in Landlord's sole judgment and discretion, the assignee, subtenant, licensee, concessionaire or such other person is not capable of performing or is not sufficiently qualified to perform in accordance with requirements of this paragraph. Any assignment, sublease, licenses, or other permission to use the Premises from which Landlord withholds its consent as provided in this paragraph, shall be voidable at the Landlord's sole option. Tenant shall indemnify, defend and hold Landlord, its beneficiaries, agents, employees

and all parties claiming by, through or under Landlord harmless from and against any and all claim, loss, cost, damage or liability arising directly or indirectly from any violation of Environmental Laws or this provision. Tenant's obligations hereunder shall survive the termination of this Lease.

20.21 Incorporation Of Riders.

The Riders No. 1 and 2 and Rules and Regulations are attached to this Lease and by this reference are incorporated herein and made a part hereof.

20.22 Quiet Enjoyment.

So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord.

20.23 Exculpatory Clause.

This Lease is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated January 24, 1989, and known as Trust No. 110277-03 at said Bank. It is expressly understood and agreed that nothing in this Lease contained shall be construed as creating any liability whatsoever against said Trustee personally or said beneficiaries, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee (and said beneficiaries, to the extent permitted by law), of every sort, if any, is hereby expressly waived by Tenant, and by every person now or hereafter claiming any right or security hereunder; and that so far as the parties hereto are concerned the owner of the indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for the payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the property herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said Trust. E.A.R. Gateway, Inc. has approved this Lease as indicated below for the sole purpose of evidencing its authorization to Landlord to execute this Lease.

In Witness Whereof, Landlord and Tenant have executed this Lease the day and year first above written.

Tenant:

City of Chicago, an Illinois municipal corporation

By: _____

Name: _____
Assistant Corporation Counsel

By: _____

Name: _____
Commissioner of General Services

Approved:

By: _____

Name: _____
Asset Manager

Approved:

Landlord:

American National Bank and Trust Company of Chicago, as Trustee, as aforesaid

By: _____

Its: _____

Approved:

E.A.R. Gateway, Inc., an Illinois corporation and sole beneficiary of Landlord

By: _____
Scott K. Toberman, President

By: _____

Name: _____
Superintendent,
Department of Streets
and Sanitation

[Exhibit "A" attached to this Lease Agreement printed on page 46299 of this Journal.]

Riders 1 and 2, Rules and Regulations, and Exhibits "B" and "C" attached to this Lease Agreement read as follows:

Rider Number 1 To Lease Dated _____, 1994, Between American National Bank And Trust Company Of Chicago, As Landlord, And City Of Chicago, An Illinois Municipal Corporation, As Tenant, Of Premises At Gateway Industrial Park, Chicago, Illinois.

R-1 Interpretation of Riders. In the event of any inconsistency or language to the contrary between the provisions of the Riders and the provisions of the printed portions or changes to the printed portions of the Lease and the conditions and stipulations thereto, the terms of the Riders shall be controlling. The Lease, the conditions and stipulations thereto, and the Riders, constitute the entire agreement between the parties relating to the transaction contemplated hereby and are collectively referred to herein as the "Lease". No modification or amendment of this Lease shall be valid unless the same is in writing and is executed by the party against which enforcements of such modification or agreement is sought.

Any capitalized terms not defined herein shall have the same meaning as set forth in the Lease.

R-2 [Intentionally Deleted]

R-3 Ethics. No member of the Department of Streets and Sanitation, or other City board, commission or agency, official or employee of the City of Chicago shall have any personal interest, direct or indirect, in Lessor, the Lease or the Demised Premises; nor shall any such member, official or employee participate in any decision relating to the Lease which affects his or her personal interest or the interests of

any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City of Chicago shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the Lease nor shall any such person be personally liable in the event of any default or breach by the City of Chicago.

Lessor shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of this chapter shall be voidable as to the City of Chicago.

R-4 Exoneration. Landlord's Exoneration Clause which is set forth in Section 20.23 of the Lease is incorporated herein by reference.

In Witness Whereof, Landlord and Tenant have executed this Lease the day and year first above written.

Tenant:

City of Chicago, an Illinois municipal corporation

By: _____

Name: _____
Assistant Corporation Counsel

By: _____

Name: _____
Commissioner of General Services

Landlord:

American National Bank and Trust Company of Chicago, as Trustee, as aforesaid

By: _____

Its: _____

Approved:

By: _____

Name: _____
Asset Manager

Approved:

E.A.R. Gateway, Inc., an Illinois corporation and sole beneficiary of Landlord

By: _____
Scott K. Toberman,
President

Approved:

By: _____

Name: _____
Superintendent,
Department of Streets
and Sanitation

Rider Number 2 To Lease Dated _____, 1994, Between American National Bank And Trust Company Of Chicago, As Landlord, And City Of Chicago, An Illinois Municipal Corporation, As Tenant, Of Premises At Gateway Industrial Park, Chicago, Illinois.

Work Letter.

Landlord and Tenant are executing simultaneously herewith a written lease (the "Lease") leasing certain space (the "Premises") in a building (the "Building") situated on land (the "Land") commonly known as Gateway Industrial Park, Chicago, Illinois and more particularly described in the

Lease. The terms used herein shall have the meanings ascribed to them in the Lease, unless otherwise stated herein. In consideration of the respective covenants of the parties described in the Lease, Landlord and Tenant further mutually agree as follows:

Construction of the Premises. The Landlord and the Tenant agree that their respective rights and obligations in reference to the construction of the Premises shall be as follows:

1. Landlord's Work.

a. Landlord, at Landlord's sole cost and expense, shall cause to be prepared complete plans, if necessary, including all dimensions and specifications for all work to be performed by Landlord hereunder, which work shall consist solely of the items enumerated on and pursuant to Exhibits B (as to buildout of the warehouse portion of the Premises) and C (as to buildout of the office portion of the Premises) ("Landlord's Work"), which Exhibits are attached hereto and made a part hereof.

b. Landlord shall perform Landlord's Work as quickly as possible to enable Tenant access of the Premises by the Commencement Date.

c. Upon Landlord's approval of the plans for Landlord's Work, Landlord shall cause the plans for Landlord's Work to be filed with the governmental agencies having jurisdiction thereof, in order to obtain all governmental consents, permits and authorizations which may be required in connection with the work to be done. Tenant shall cooperate and actively work with Landlord in obtaining all necessary permits and approvals.

d. Landlord shall not be required to do or perform any other work in connection with Premises, the Building, this Lease or Riders No. 1 or 2.

2. Completion -- Punch List. When the Landlord is of the opinion that the Landlord's Work described in Section 1 of this Exhibit is substantially complete, then the Landlord shall so notify the Tenant. The Tenant agrees that upon such notification, the Tenant promptly (and not later than two (2) business days after the date of Landlord's notice) will inspect the Premises and furnish to the Landlord a written statement that the Building and Premises have been substantially completed and are substantially complete as required by the provisions of this Rider and the Lease with the exception of certain specified and enumerated items (hereinafter referred to as the "Punch List"). The Tenant agrees that at the request of the Landlord from time to time thereafter, the Tenant will promptly furnish to the Landlord revised Punch Lists reflecting any completion of any prior Punch List items.

The parties agree that if the Punch List or any revised Punch List consists only of items which would not materially impair the Tenant's use or occupancy of the Premises, then, in such event, the Tenant will acknowledge in writing that the Premises are substantially complete and accept possession of the Premises; provided, however, that such acknowledgment or acceptance shall not relieve the Landlord of its obligations to complete all such Punch List items promptly. The date which is the earlier of either (a) the date on which the Tenant acknowledges that the Premises is substantially complete, or (b) the date on which the Premises was substantially completed, pursuant to the provisions of this subparagraph 2 is sometimes referred to as the "Completion Date".

3. Possession -- Extension Of Term And Acknowledgments.

a. Possession. The Tenant will take possession of the Premises as of and on the later of the Completion Date or the Commencement Date set forth in Section 1.1 of the Lease. Landlord has not agreed or represented that the Premises will be substantially ready for occupancy on the date specified in Section 1.1 of the Lease for the commencement of the Term. If for any reason whatsoever the Premises is not substantially complete on said date, this Lease nevertheless shall continue in full force and effect, and no liability shall arise against Landlord because of any such delay; provided, however, that all Rent due hereunder shall abate on a per diem basis until the Completion Date. Notwithstanding the foregoing, there shall be no abatement of Rent if the Premises is not substantially complete due to any special equipment, fixtures or materials, changes, alterations or additions requested by Tenant, any delay of Tenant in submitting plans, supplying information or approving or authorizing plans, specifications, estimates or other matters, or any other act or omission of Tenant. If Tenant shall occupy all or any part of the Premises prior to the Completion Date, all of the covenants and conditions of this Lease, including the obligation to pay Rent, shall be binding upon the parties hereto in respect to such occupancy as if the first day of the Term had been the date when Tenant began such occupancy.

b. Extension and Modification of Term. In the event that the Completion Date is later than the date set forth in Section 1.1, (i) the Commencement Date shall be modified to be the Completion Date, (ii) the Expiration Date shall be modified to be the last day of the calendar month in which the Term described in Section 1.1 would expire if measured from the Completion Date, and (iii) the Term shall be modified to be the period from the Commencement Date to the Expiration Date. Promptly after the Completion Date, at the request of either the Landlord or the Tenant, the parties will execute an instrument setting forth the Commencement Date and the Expiration

Date of the Lease, and the revised dates for payments of Rents under the Schedule of Base Rent During Term and the Additional Rent as set forth in Section 2.0 of the Lease, as so modified, so that all of said dates are certain and such instrument, when executed, is hereby made a part of the Lease and incorporated herein by reference.

4. Tenant's Entry Prior to Completion Date. Landlord may permit Tenant or its agents or laborers to enter the Premises at Tenant's sole risk prior to the Completion Date in order to perform through Tenant's own contractors such work as Tenant may desire, at the same time that Landlord's contractors are working in the Premises. The foregoing license to enter prior to the Completion Date, however, is conditioned upon Tenant's labor not interfering with Landlord's contractors or with any other tenant or its labor. If at any time such entry shall cause disharmony, interference or union disputes of any nature whatsoever, or if Landlord shall, in Landlord's sole judgment, determine that such entry, such work or the continuance thereof shall interfere with, hamper or prevent Landlord from proceeding with the completion of the Building or the Premises at the earliest possible date, this license may be withdrawn by Landlord immediately upon written notice to Tenant. Such entry shall be deemed to be under and subject to all of the terms, covenants and conditions of the Lease and Tenant shall comply with all of the provisions of the Lease which are the obligations or covenants of the Tenant except that the obligation to pay Rent shall not commence until the Commencement Date (as modified pursuant to subparagraph 3b) hereinabove or as otherwise provided for in the Lease. In the event that Tenant's agents or labor incurs any charges from Landlord, including but not limited to charges for use of construction or hoisting equipment on the building site, such charges shall be deemed an obligation of Tenant and shall be collectable as Rent pursuant to the Lease, and upon default in payment thereof Landlord shall have the same remedies as for a default in payment of Rent pursuant to the Lease.

5. Landlord's Entry After Substantial Completion. Landlord's work shall be substantially complete prior to the Completion Date. At any time after the Completion Date, Landlord may enter the Premises to complete unfinished details of Landlord's Work and such entry by Landlord, its agents, servants, employees or contractors for such purpose shall not constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of Rent, or relieve Tenant from any obligation under this Lease, or impose any liability upon Landlord or its agents.

6. Delays. Landlord and Tenant mutually acknowledge that in order to complete the Premises, Landlord's construction process requires a coordination of activities and a compliance by the Tenant without delay of all obligations imposed upon the Tenant pursuant to this Rider and the Lease and that time is of the essence in the performance of Tenant's

obligations hereunder and Tenant's compliance with the terms and provisions of this Rider. The parties further mutually acknowledge that delays in such compliance by the Tenant would cause injury to the Landlord, delays in the completion of the Building and the Premises and damages to the Landlord, the nature and extent of which are difficult to ascertain and, accordingly, the Tenant agrees to pay to the Landlord as liquidated damages and not as a penalty, a sum equal to 1/30th of the monthly Rent described in Sections 2.0 and 2.1 of the Lease for each day of delay caused by or resulting from:

a. the failure of Tenant to satisfy any other obligation hereunder; or

b. any other act or omission of Tenant.

7. Provisions Subject to Lease. The provisions of this Rider specifically constitute part of the provisions of the Lease and are subject to interpretation as set forth in Paragraph R-1 of Rider No. 1.

8. Exoneration. Landlord's Exoneration Clause which is set forth in Section 20.23 of the Lease is incorporated herein by reference.

In Witness Whereof, The parties hereto have executed this Rider No. 2 as of the date of the Lease.

Tenant:

City of Chicago, an Illinois municipal corporation

By: _____

Name: _____
Assistant Corporation Counsel

By: _____

Name: _____
Commissioner of General Services

Landlord:

American National Bank and Trust Company of Chicago, as Trustee, as aforesaid

By: _____

Its: _____

Approved:

By: _____

Name: _____
Asset Manager

Approved:

By: _____

Name: _____
Superintendent,
Department of Streets
and Sanitation

Approved:

E.A.R. Gateway, Inc., an Illinois corporation and sole beneficiary of Landlord

By: _____
Scott K. Toberman,
President

End Of Rider No. 2.

Gateway Industrial Park
Chicago, Illinois.

Rules And Regulations.

1. Access to Buildings: Landlord may from time to time establish security controls for the purpose of regulating access to the common areas of the Buildings. The Tenant shall abide by all such security regulations so established. Notwithstanding the foregoing, each Tenant shall have access to its demised premises at all times.

2. Protecting Premises: Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises.

3. Large Articles: Furniture, freight and other large or heavy articles may be brought into the Buildings only at times and in the manner (including the loading area) designated by Landlord, and always at the Tenant's sole responsibility. All damage done to the Buildings by moving or maintaining such furniture, freight or articles shall be repaired at the expense of Tenant.

Tenant shall be responsible for the location and security of such furniture, freight or articles.

4. Signs: Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, merchandise, name, notice, lettering or direction on any part of the outside or inside of the Buildings, or on any part of the inside of the Premises which can be seen from the outside of the Premises, without the written consent of Landlord, and then only such name or names or matter and in such color, size, style, character and material as may be first approved by Landlord in writing and as may be in accordance with any sign criteria established by Landlord. Landlord reserves the right to remove at Tenant's expense all matter other than that above provided for without notice to Tenant.

5. Advertising: Tenant shall not in any manner use the name of the Building or use any picture or likeness of the Buildings, or the name "Gateway Industrial Park" in any letterheads, envelopes, circulars, notices, advertisements, containers or wrapping material for any purpose other than identification of the location of Tenant's business without Landlord's express consent in writing.

6. Compliance with Laws: Tenant shall comply with all applicable laws, ordinances, governmental orders or regulations and applicable orders or directions from any public office or body having jurisdiction, with respect to the Premises or the Buildings and the use or occupancy thereof. Tenant shall not make or permit any use of the Premises or the Buildings which directly or indirectly is forbidden by law, ordinance, governmental regulation or order or direction of applicable public authority, or which may be dangerous to person or property.

7. Hazardous Materials: Tenant shall not use or permit to be brought into the Premises, the Complex or the Buildings any flammable oils or fluids, or any explosive or other articles deemed hazardous to persons or property, or do or permit to be done anything in or upon the Premises, or bring or keep anything therein, which shall not comply with all rules, orders, regulations or requirements or any organization, bureau, department or body having jurisdiction with respect thereto (and Tenant shall at all times comply with all such rules, orders, regulations or requirements), or which shall invalidate or increase the rate of insurance on the Complex or Buildings, its appurtenances, contents or operation.

8. Defacing Premises and Overloading: Tenant shall not place anything or allow anything to be placed in the Premises near the glass of any door, partition, wall or window which may be unsightly from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind (other than Tenant's merchandise inside its store) on any window ledge or on the exterior walls. Blinds, shades, awnings or other forms of inside or outside window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent, if any, that the character, shape, color, material and make thereof is approved by the Landlord. Tenant shall not overload any floor or part thereof in the Premises, or any facility in the Buildings or any public corridors therein bringing in or removing any large or heavy articles, and the Landlord may direct and control the location of safes and all other heavy articles and, if considered necessary by Landlord, require supplementary supports at the expense of the Tenant of such material and dimensions as Landlord may deem necessary to properly distribute the weight.

9. Obstruction of Public Areas: Tenant shall not take or permit to be taken in or out of other entrances of the Buildings, any item normally taken in or out through service doors; and Tenant shall not, whether temporarily, accidentally or otherwise, allow anything to remain in place or store anything in, or obstruct in any way, any sidewalk, court, passageway, entrance, or shipping area. Tenant shall lend its full cooperation to keep such area free from all obstruction and in a clean and sightly condition, and move all supplies, furniture and equipment as soon as received directly to the Premises, and shall move all such items and waste (other than waste customarily removed by Building employees) that are at any time being taken from the Premises directly to the areas designated for disposal. All courts, passageways, entrances, exits, stairways, corridors, halls and roofs are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety and security of the Building and its occupants. No Tenant and no employee, contractor, agent, licensee or invitee of Tenant shall enter into areas reserved for the exclusive use of Landlord or its agents, employees, licensees or invitees.

10. Keys and Additional Locks: Tenant shall not attach or permit to be attached additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by Landlord. Landlord will provide two keys for the Premises to Tenant. Additional keys shall be at the expense of Tenant. Tenant shall notify Landlord of the number of keys so made. Upon termination of this lease or of the Tenant's possession, the Tenant shall surrender all keys to the Premises and all keys of offices, rooms and toilet rooms which have been furnished the Tenant or which the Tenant shall have made, and in the event of loss of any keys so furnished. Tenant shall pay Landlord therefor.

11. Communication or Utility Connections: If Tenant desires signal, communication, alarm or other utility or similar service connections installed or changed, Tenant shall not install or change the same without the approval of Landlord, and then only under direction of Landlord and at Tenant's expense. Tenant shall not install in the Premises any equipment which requires a substantial amount of electrical current without the advance written consent of the Landlord and the Tenant shall ascertain from the Landlord the maximum amount of load or demand for or use of electrical current which can safely be permitted in the Premises, taking into account the capacity of the electric wiring in the Building and Premises and the needs of other tenants of the Buildings, and shall not in any event connect a greater load than such safe capacity.

12. Management Office: Service requirements of Tenant will be attended to only upon application at the office of the Management Agent for the Buildings. Employees of Landlord shall not perform any work or do anything outside of their duties unless under special instructions from the Landlord.

13. Outside Services: No person employed by Tenant or its contractors shall be used to perform janitor work, window washing, cleaning, decorating, repair or other maintenance work in the Premises, if the same shall create disharmony or labor unrest in connection with any labor agreements to which Landlord or its contractors may be subject.

14. Toilet Rooms: The toilet rooms, urinals, wash bowls and the other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees, contractors, agents, licensees or invitees, shall have caused it.

15. Intoxication: Landlord reserves the right to exclude or expel from the complex or the Buildings any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of any of the rules and regulations of the Building.

16. Nuisances and Certain Other Prohibited Uses: Tenant shall not (i) conduct itself or permit its employees, licensees, contractors, agents or invitees to conduct themselves in a manner inconsistent with the comfort or convenience of other tenants or the first class character of the Buildings, (ii) install or operate any internal combustion engine, boiler, machinery,

refrigerating, heating or air conditioning apparatus in or about the Premises except as authorized in writing by Landlord, (iii) carry on any business in or about the Complex, the Premises or Building or sell any article, thing or service except those ordinarily embraced within the permitted use of the Premises specified in Section 3, (iv) use the Premises for housing, lodging or sleeping purposes, (v) permit preparation or warming of food brought into the Premises, except that Tenant shall have the right to install and use a small microwave oven and a small refrigerator in a portion of the Premises set aside for such use provided that such equipment and space is at Tenant's sole expense and no nuisance from refuse, noise, smoke or odor results, (vi) place any radio or television antennae on the roof or on or in any part of the inside or outside of the Buildings other than the inside of the Premises, (vii) operate or permit to be operated any musical or sound producing instrument or device inside or outside the Premises, (viii) use any illumination or power for the operation of any equipment or device other than electricity, (ix) operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the Buildings or elsewhere, (x) bring or permit to be in the Buildings any bicycle or other vehicle, or dog (except in the company of a blind or deaf person) or other animal or bird, (xi) make or permit any objectionable noise or odor to emanate from the Premises, (xii) disturb, solicit or canvass any occupant of the Buildings, (xiii) do anything in or about the Premises tending to create or maintain a nuisance or do any act tending to injure the reputation of the complex or the Buildings, or (xiv) throw or permit to be thrown or dropped any article from any window or other opening in the Buildings.

17. Room to Room Canvass: The Tenant shall not make any room-to-room canvass to solicit business from other Tenants or occupants of the Complex or the Buildings and shall not exhibit, sell or offer to sell, use, rent or exchange any products or services in or from the Premises unless ordinarily embraced within the Tenant's use of the Premises specified herein.

18. Waste: The Tenant shall not waste electricity, water, heat or air conditioning and agrees to cooperate fully with Landlord to assure the most effective and energy efficient operation of the Complex and the Buildings' heating and air conditioning.

19. Amendments: Landlord, from time to time, may promulgate amendments, modifications and additions to these Rules and Regulations. The Tenant agrees to comply with such amendment, modifications and additions upon notice of promulgation of same by or from Landlord.

Exhibit "B".

City Of Chicago
Department Of Streets And Sanitation
Gateway Industrial Park

Warehouse Space.

1. We have included an allowance of Five Hundred Dollars ($500.00) for the building permit.

2. Furnish and install two (2) new overhead garage doors and entrance/exit ramps. This work includes the widening of the existing garage entrance.

3. Clean and paint office/locker rooms at north side of warehouse space.

4. All light fixtures to be made functional.

5. Make all exhaust fans functional.

Exhibit "C".

City of Chicago
Department of Streets and Sanitation
Gateway Industrial Park

Office Space.

1. We have included an allowance of Six Hundred Dollars ($600.00) for building permit.

2. All existing lighting, electrical services and circuit breakers to remain.

3. Provide adequate heating, ventilating and air conditioning in office space, re-using existing distribution system.

4. All existing partitions and ceilings to remain. Patch and repair existing where damaged.

5. Paint all partitions throughout office space.

6. Furnish and install new carpet ($15.00 per square yard installed) in existing carpeted areas. Patch and repair base where damaged. All other floors to be cleaned.

7. Toilet rooms to be cleaned and fixtures to be made functional. Paint existing toilet partitions.

8. Clean, relamp, and make functional all existing light fixtures.

9. Repair or replace, if necessary, all badly damaged doors and hardware.

10. Close opening to large work room at west end of office. Furnish and install new hollow metal door, frame and hardware.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED LEASE AGREEMENT WITH CANNELL FILMS LTD. FOR USE OF POLICE STATION AT 3900 SOUTH CALIFORNIA AVENUE.

The Committee on Housing and Real Estate submitted the following report:

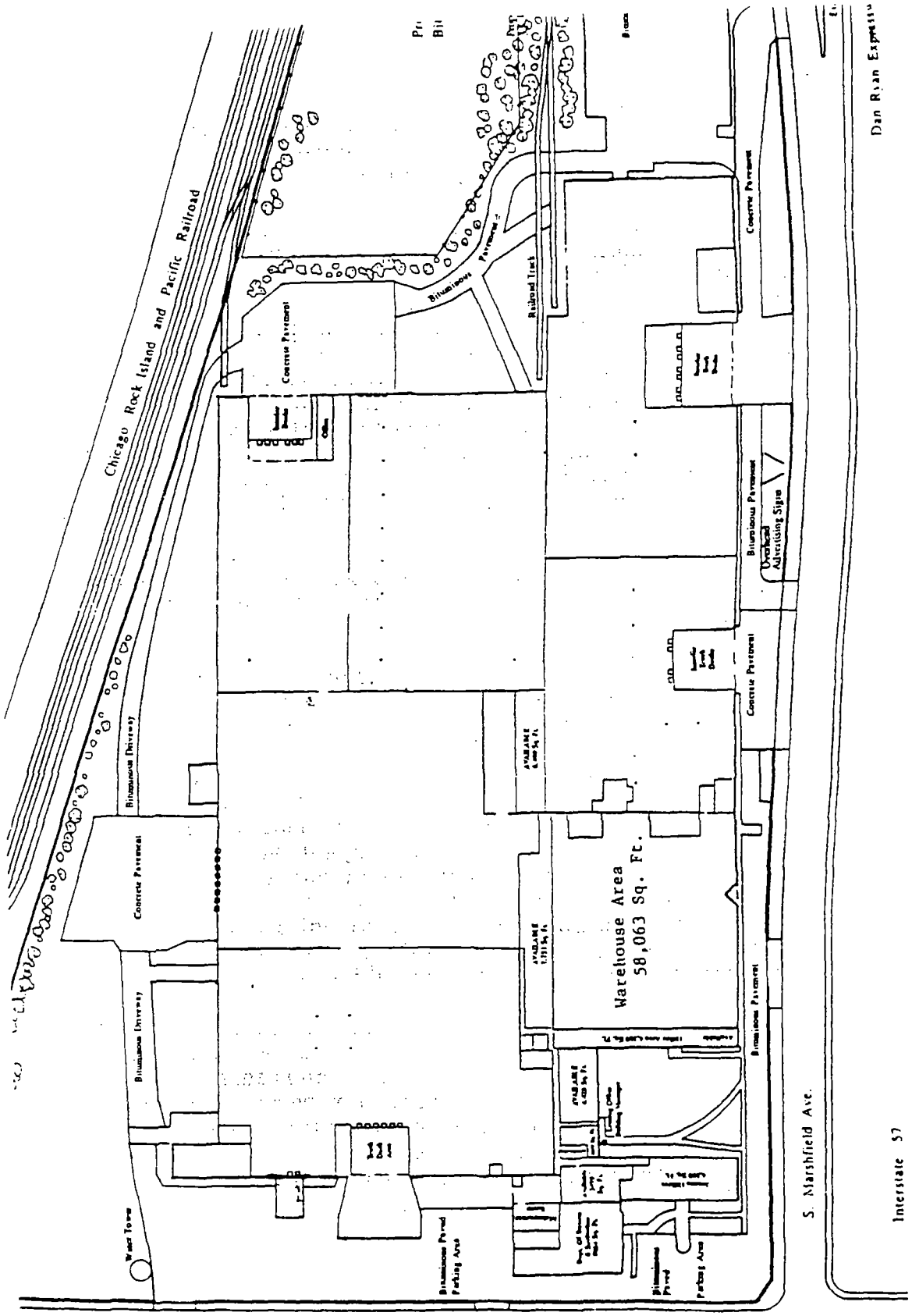
CHICAGO, February 24, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance amending an ordinance passed by the City Council on December 1, 1993 (Council Journal of Proceedings, pages 43356 -- 43360) granting permission to Cannell Films Ltd., to use and occupy a police station located at 3900 South California Avenue, having had the same under advisement, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 46300)

Exhibit "A".


Chicago Rock Island and Pacific Railroad
Dan Ryan Expressway
Bituminous Driveway
Concrete Pavement
Bituminous Pavement
Railroad Track
Overhead Advertising Signs
Warehouse Area
58,063 Sq. Ft.
Bituminous Parking Area
Water Tower
S. Marshfield Ave.
Interstate 57

(Continued from page 46298)

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 and lease passed by the City Council on December 1, 1993 (Council Journal of Proceedings, pages 43356 -- 43360) granting permission to Cannell Films Ltd., to use and occupy a police station located at 3900 South California Avenue, be and the same is hereby amended by striking from the ordinance and the lease, wherever it appears, the following:

"To have and hold the same, unto the party of the second part, from the 15th day of August, A.D., 1993 until the 1st day of May, A.D., 1994."

and inserting in lieu thereof:

"To have and hold the same, unto the party of the second part, from the 15th day of August, A.D., 1993 until the 31st day of August, A.D., 1994."

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

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

AUTHORIZATION TO GRANT PERMISSION TO BACK OF THE YARDS BUSINESS ASSOCIATION FOR CONDUCT OF SIDEWALK SALE ON PORTIONS OF SOUTH ASHLAND AVENUE AND WEST 47TH STREET.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, February 15, 1994.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration two (2) orders (referred to committee on February 9, 1994) begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Beavers, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 7 Through July 10, 1994)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Back of the Yards Business Association, 1751 West 51st 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 7 through July 10, 1994, during the hours of 9:00 A.M. to 9:00 P.M. each day.

Back Of The Yards Business Association.
(September 8 Through September 11, 1994)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to the Back of the Yards Business Association, 1751 West 51st 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 September 8 through September 11, 1994, during the hours of 9:00 A.M. to 9:00 P.M. each day.

AUTHORIZATION FOR ISSUANCE OF FOOD VENDOR LICENSES, FREE OF CHARGE, TO PARTICIPANTS IN RAZZ-MA-TAZZ NEIGHBORHOOD FESTIVAL.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, February 15, 1994.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an order (referred to committee on February 9, 1994), begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the City Department of Revenue is hereby authorized and directed to issue, free of charge, a special event Food Vendor License to each participant in the Razz-Ma-Tazz Neighborhood Festival, sponsored by the Northcenter Chamber of Commerce, to be held in Welles Park, 2333 West Sunnyside Avenue, on Saturday, July 16 and Sunday, July 17, 1994, during the hours of 12:00 Noon and 10:00 P.M. each day.

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, February 28, 1994.

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 February 9, 1994) 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

The Belgravia Group, Limited.

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

SECTION 1. Permission and authority are hereby given and granted to The Belgravia Group, Limited, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) bay windows over the public right-of-way along North Hudson Avenue and the eighteen (18) foot public alley due west of North Hudson Avenue and attached to the premises located at 433 -- 445 West Armitage Avenue. Said bay windows shall be described as follows:

Over North Hudson Avenue:

Two (2) bay windows each measuring ten (10) feet in length, three (3) feet in width and eighteen (18) feet in height and installed nineteen (19) feet above ground level, as shown on print hereto attached.

North-South Public Alley:

One (1) bay window measuring ten (10) feet in length, three (3) feet in width and eighteen (18) feet in height and installed nineteen (19) feet above ground level, as shown on print hereto attached.

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 hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Six and no/100 Dollars ($206.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to

commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on page 46309 of this Journal.]

Eli Marc Associates (Doing Business As Eli's, The Place For Steak).

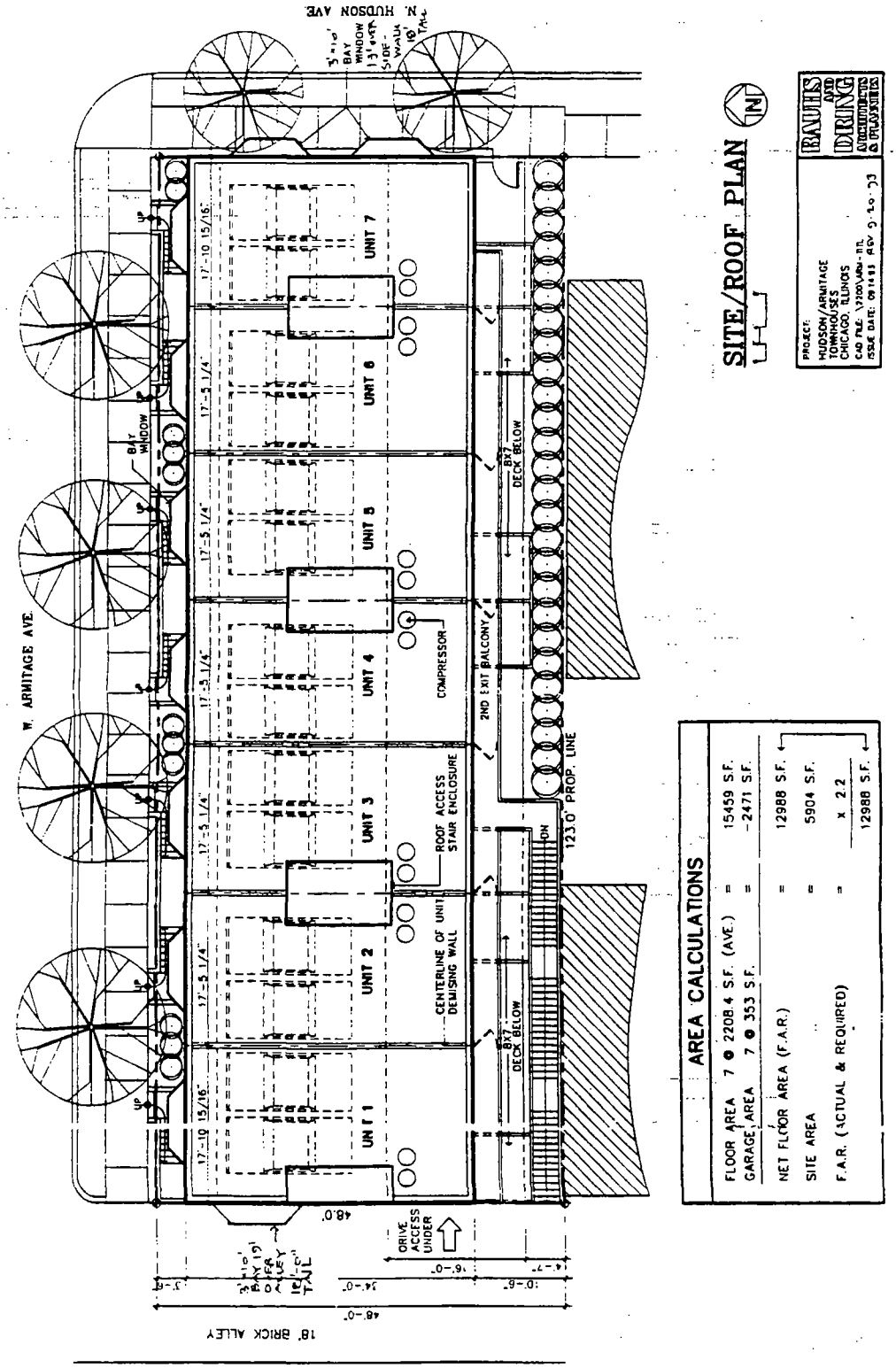
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Eli Marc Associates, doing business as Eli's, The Place For Steak, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a permanent structure on the public right-of-way to be utilized as an enclosed cafe along East Chicago Avenue adjacent and attached to the premises located at 215 East Chicago Avenue. Said enclosure shall measure forty-four (44) feet in length, nine (9) feet in width and twenty-five (25) feet in height for a total of three hundred ninety-six (396) square feet of space being utilized in the public right-of-way. Said permission shall be subject to the approval of plans by the necessary departments within the City of Chicago. 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 hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 46310)

Ordinance associated with this drawing printed on pages 46305 through 46308 of this Journal.



(Continued from page 46308)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Thousand Six Hundred Ninety-five and no/100 Dollars ($9,695.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

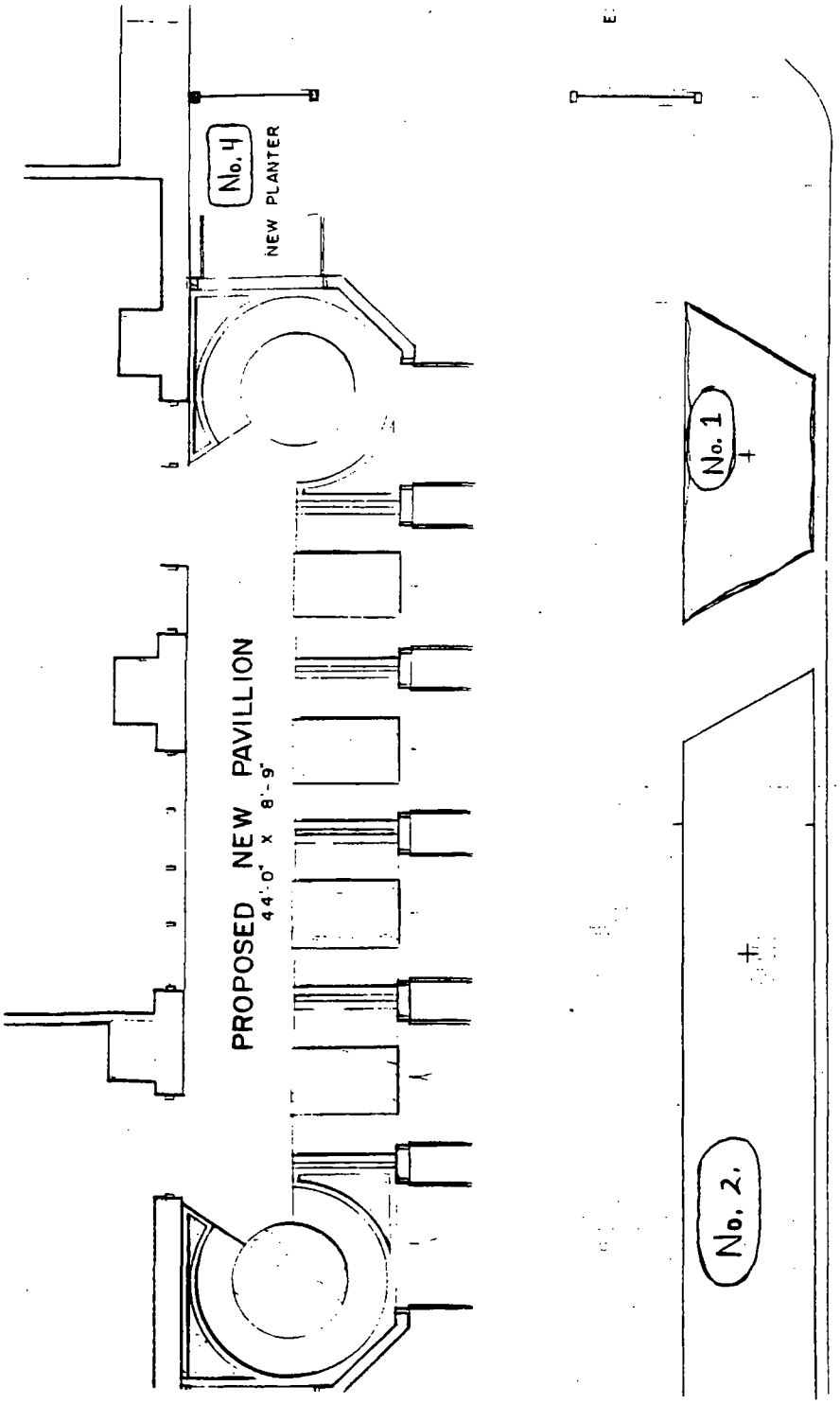
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on page 46312 of this Journal.]

Ordinance associated with this drawing printed on pages 46308 through 46311 of this Journal.



Ms. Jane Hamill.

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

SECTION 1. Permission and authority are hereby given and granted to Jane Hamill, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a plastic non-illuminated sign over the public right-of-way along North Lincoln Avenue and attached to the building located at 2516 North Lincoln Avenue. Said sign shall measure thirty-six (36) inches in length, eighteen (18) inches in width and one half ($\frac{1}{2}$) inch in depth and shall be installed at a height of ten (10) feet above the sidewalk, as shown on print hereto attached. Said 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 hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance,

operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on page 46316 of this Journal.]

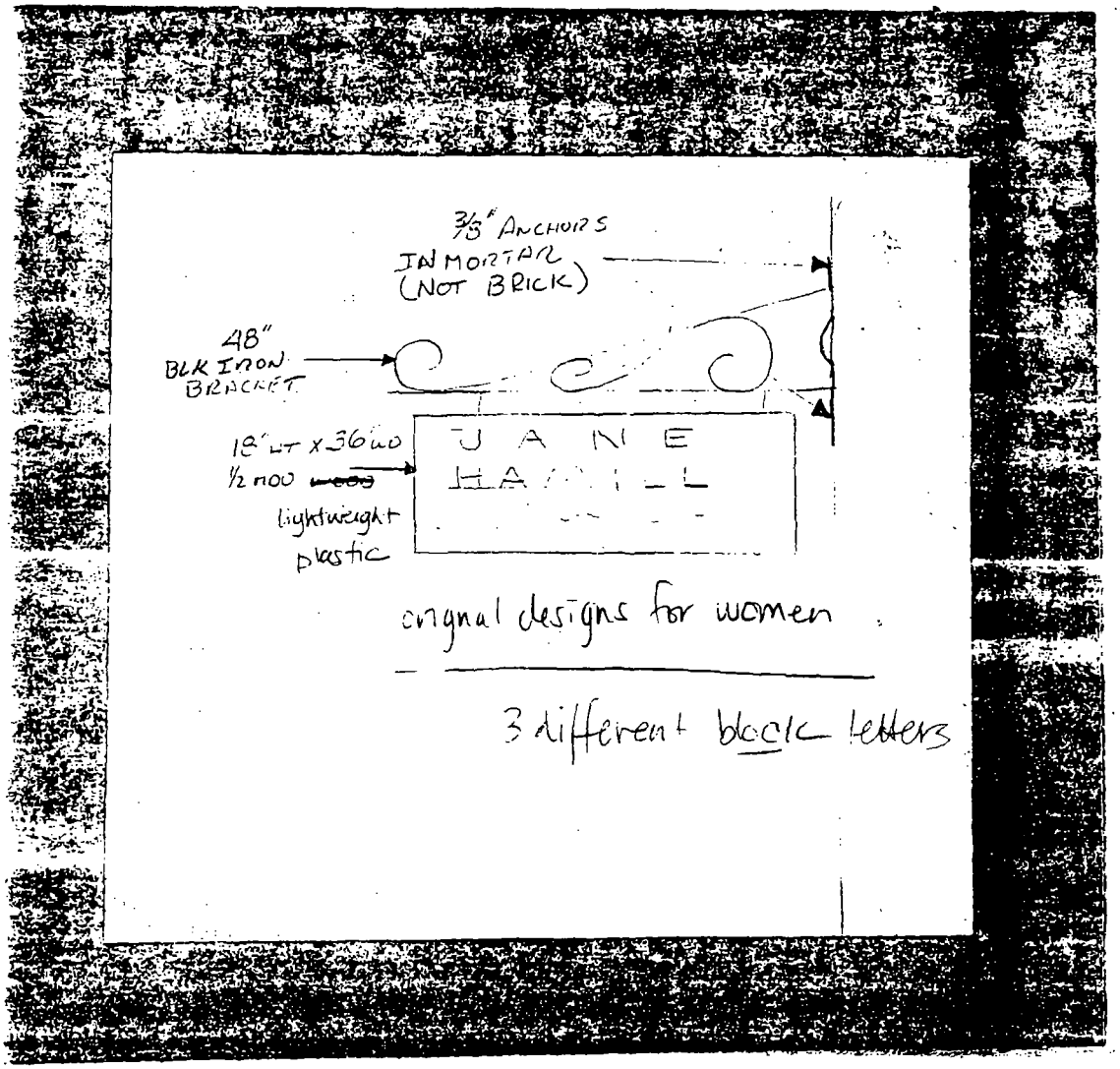
Mr. Donald E. Kieffer.

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

SECTION 1. Permission and authority are hereby given and granted to Donald E. Kieffer, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a first story pedestrian walkway, twelve (12) feet in length and one (1) foot in width, for a new entrance off bridge to apex level, adjacent to the premises at 160 East Illinois Street, for a period of five (5) years from and after December 13, 1993.

(Continued on page 46317)

Ordinance associated with this drawing printed on pages 46313 through 46315 of this Journal.



(Continued from page 46315)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall 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 its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits,

pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on page 46320 of this Journal.]

Metropolitan Life Insurance Company.

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

SECTION 1. Permission and authority are hereby given and granted to Metropolitan Life Insurance Company, upon the terms and subject to the conditions of this ordinance, to maintain and use three privileged uses on various public rights-of-way located at 10 South LaSalle Street specifically described as follows:

1) Subsurface Space (Vaults) Under West Madison Street:

Vault is fourteen point sixteen (14.16) feet in width, one hundred forty-one point zero five (141.05) feet in length and fourteen (14) feet in depth.

Under South LaSalle Street:

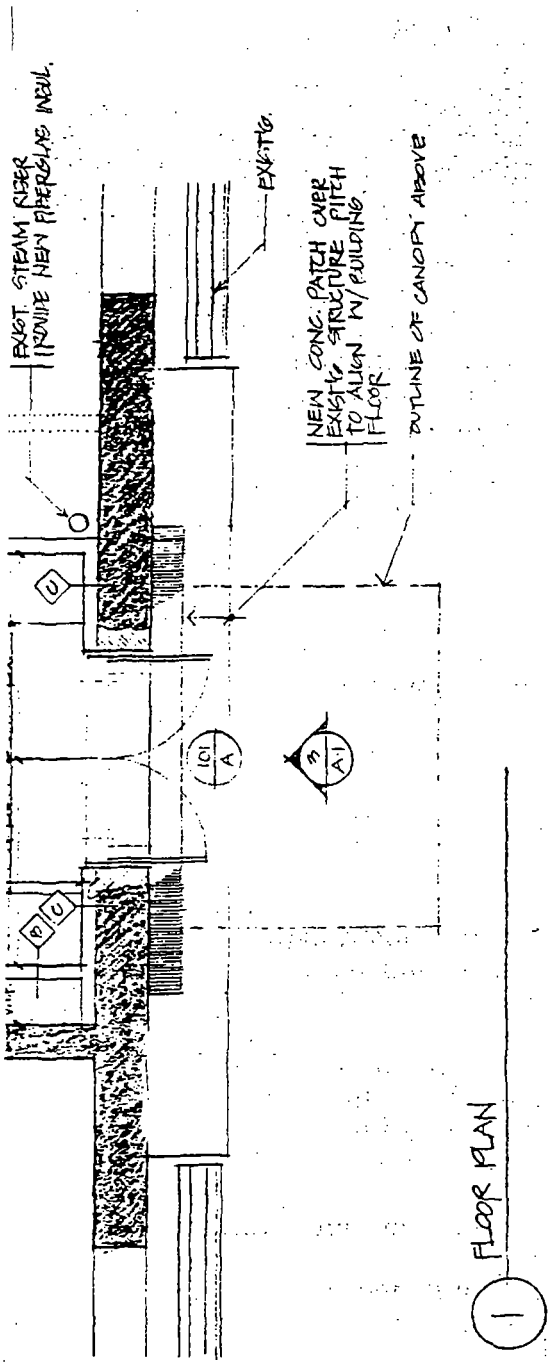
Vault is sixteen point twenty-five (16.25) feet in width and two hundred four point fourteen (204.14) feet in depth.

2) Bay Window:

Bay window shall have an average projection of two (2) feet, eight (8) inches from the building line, shall average approximately twenty (20) feet in length, shall begin at an elevation of approximately two hundred thirty-two (232) feet above sidewalk grade and will be on the South LaSalle Street side.

(Continued on page 46321)

Ordinance associated with this drawing printed on pages 46315 through 46319 of this Journal.



(Continued from page 46319)

3) Cornices:

Said existing cornices shall have a minimum projection of two (2) feet, four (4) inches beyond property lines. Existing facade with projection cornices shall extend up to the fiftieth floor level and will be one hundred sixteen (116) feet in length along West Madison Street, one hundred ninety-four point seventy-five (194.75) feet in length along South LaSalle Street, and twenty-seven point thirty-three (27.33) feet in length along West Arcade Place.

All of the above described privileges shall be adjacent and attached to the premises at 10 South LaSalle Street and 165 West Madison Street. Authority herein given and granted shall be for a period of five (5) years from and after October 30, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Fifteen Thousand Four Hundred Two and no/100 Dollars ($15,402.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public ways. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public ways until the restoration of the public ways, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 ways are restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or

employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on page 46324 of this Journal.]

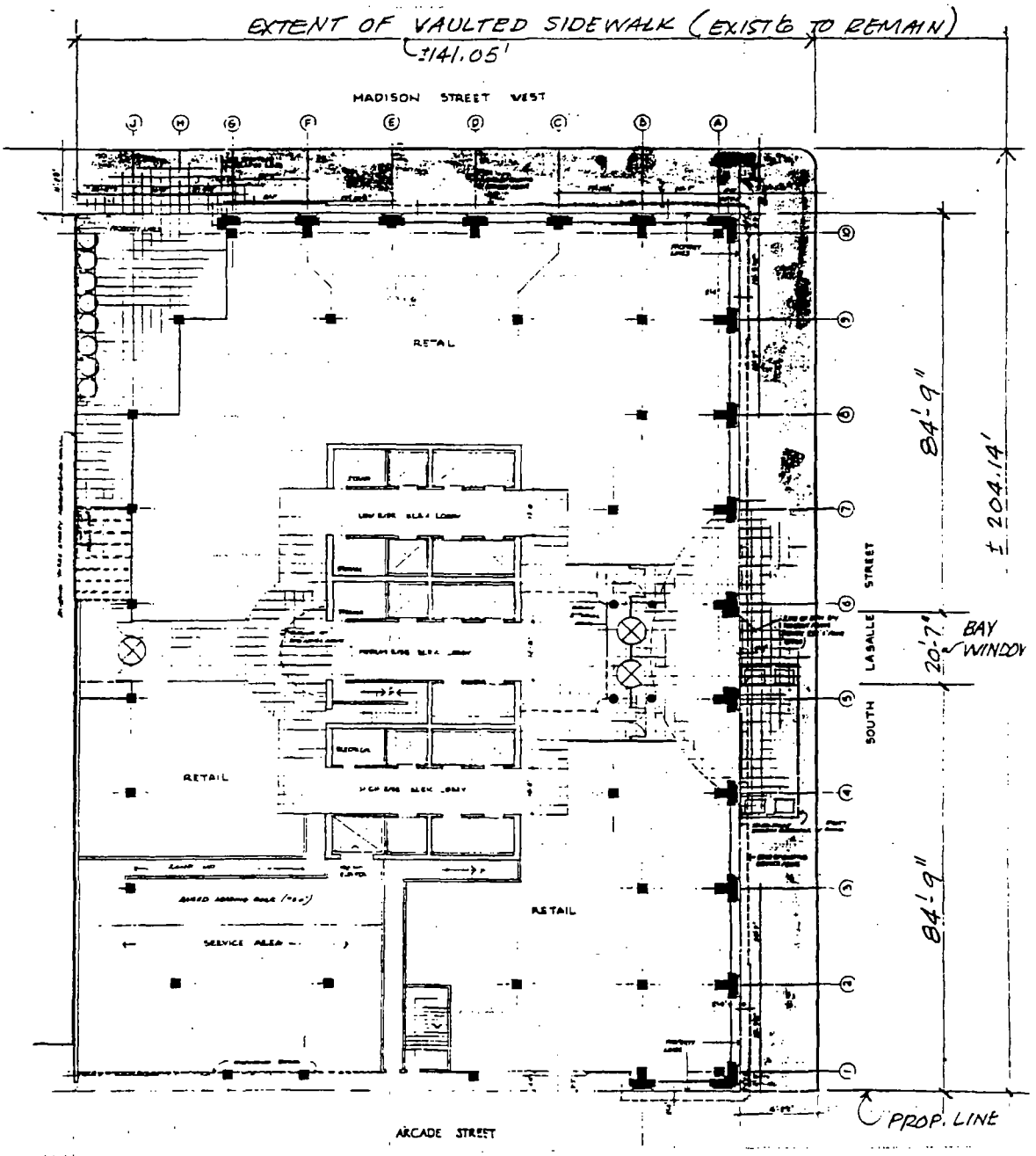
New Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to New Partnership, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use as now constructed eight (8) facade and column covers in the public right-of-way along West Jackson Boulevard adjacent to the premises located at 209 West Jackson Boulevard. Said facade and column covers shall extend forty-seven (47) feet in height and shall occupy approximately fifty-four (54) square feet of space along the public right-of-way along West Jackson Boulevard.

(Continued on page 46325)

Ordinance associated with this drawing printed on pages 46319 through 46323 of this Journal.



10 S. LaSalle Street

GROUND FLOOR PLAN

10 SOUTH LASALLE STREET, CHICAGO, ILLINOIS

10/26/82

(Continued from page 46323)

Authority herein given and granted shall be for a period of five (5) years from and after December 14, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Fifty-five and no/100 Dollars ($355.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save

harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on page 46328 of this Journal.]

University Club Of Chicago.

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

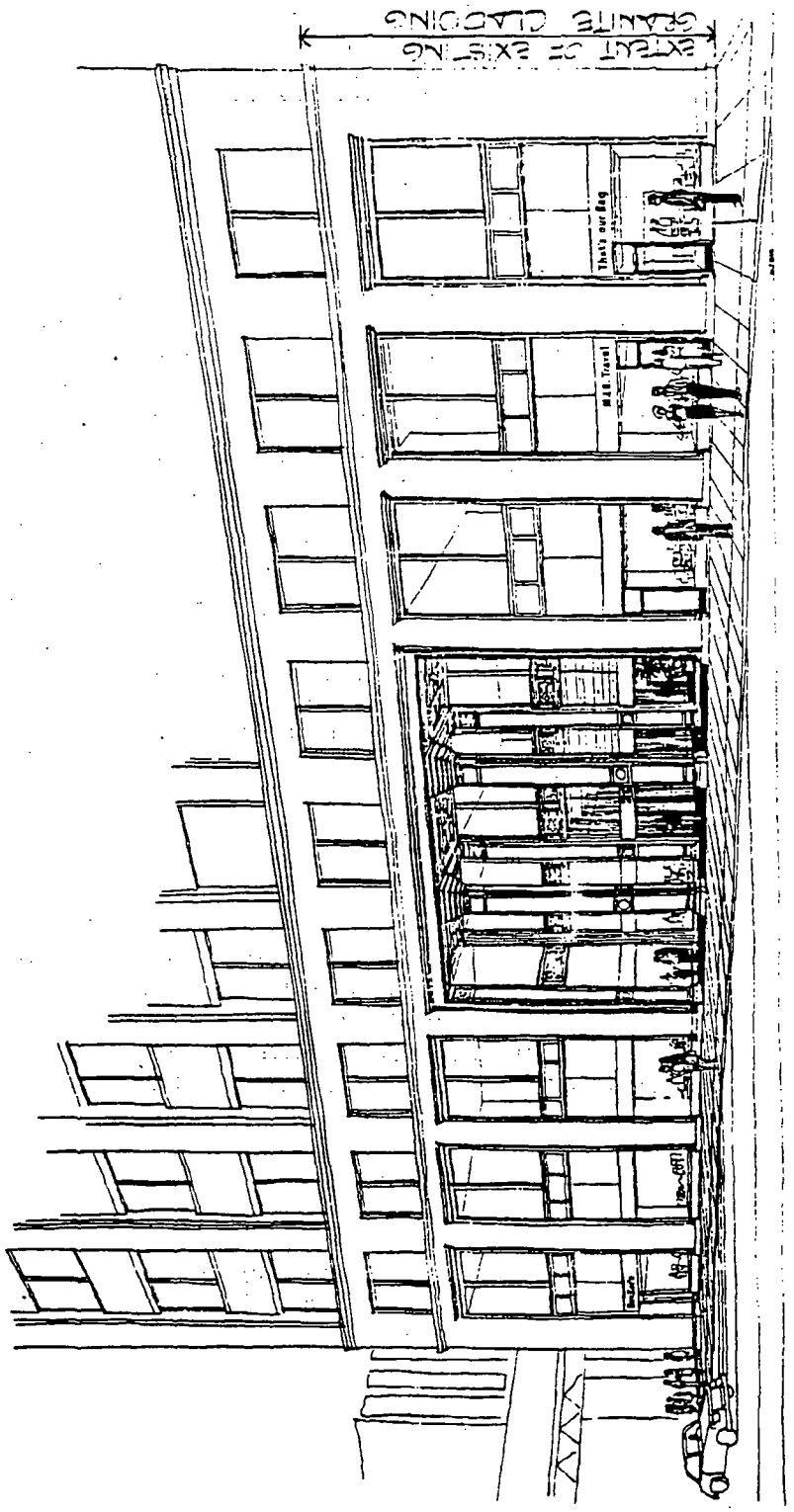
SECTION 1. Permission and authority are hereby given and granted to University Club of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, five (5) vaulted areas, as follows:

Vaults 1 and 2: Underneath the surface of the north/south public alley west of South Michigan Avenue and north of East Monroe Street, outside dimensions of each area are nine (9) feet in width, by sixty-eight (68) feet in length, adjoining the first and second basement levels, respectively.

Vaults 3 and 4: Underneath the sidewalk on the north side of East Monroe Street, west of the west line of South Michigan Avenue, outside dimensions of each area are thirteen (13) feet, eight (8) inches in width and two hundred one (201) feet in length and adjoining the first and second basement levels, respectively.

(Continued on page 46329)

Ordinance associated with this drawing printed on pages 46323 through 46327 of this Journal.



SKETCH SHOWING EXISTING BUILDINGS
ASK 20

(Continued from page 46327)

Vault 5: Underneath the sidewalk on the west side of South Michigan Avenue, beginning at the north line of East Monroe Street, with outside dimensions of twenty (20) feet, six (6) inches in width and sixty-eight (68) feet in length adjoining the first basement level. All five (5) vaulted areas are adjacent to the premises located at 76 East Monroe Street. Authority herein given and granted shall be for a period of five (5) years from and after May 1, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Ten Thousand Seventy-five and no/100 Dollars ($10,075.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its

option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing attached to this ordinance printed on page 46332 of this Journal.]

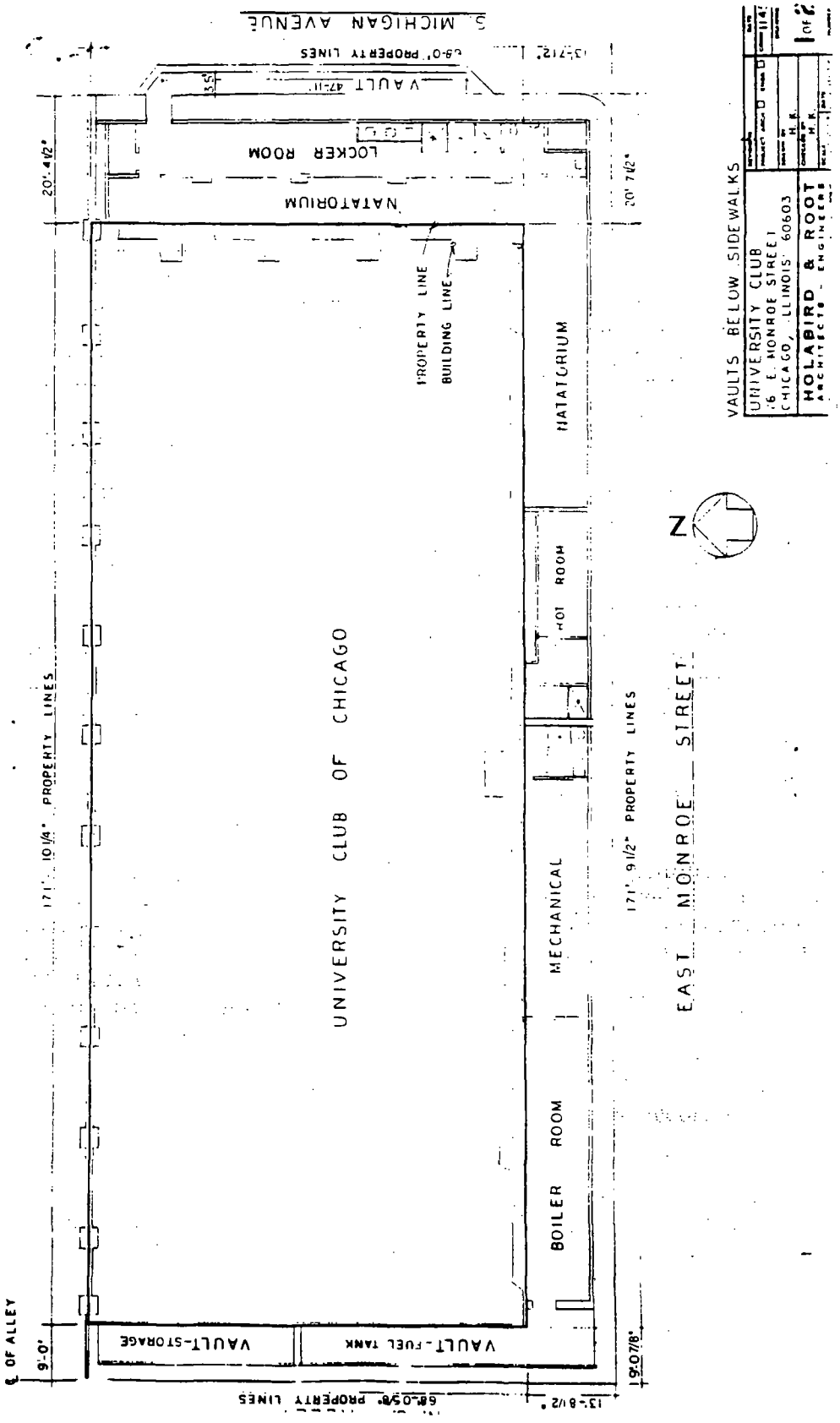
University Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to the University of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use multiple privileges in the public right-of-way along East 58th Street, South Maryland Avenue and South Cottage Grove Avenue all in conjunction with the University's main building which is located at 5801 South Ellis Avenue. Said privileges in the public right-of-way shall be shown on prints hereto attached and described as follows:

(Continued on page 46333)

Ordinance associated with this drawing printed on pages 46327 through 46331 of this Journal.



(Continued from page 46331)

1. An overhead pedestrian bridge and elevator/stair tower shall be located on the south side of East 58th Street and shall occupy approximately one thousand six hundred eighty-four (1,684) square feet of space in the public way and shall be installed at a height ranging from thirty-two (32) feet to fifty-seven (57) feet above ground level as shown on prints hereto attached and labeled "Application No. 1".

2. An underground pedestrian tunnel, between hospital buildings under and across East 58th Street, having irregular dimensions, shall occupy approximately three thousand sixty-three (3,063) square feet of space under the public right-of-way and shall be installed at a depth of approximately twenty-four (24) feet as shown on prints hereto attached and labeled "Application No. 2".

3. An underground pedestrian tunnel, under and along East 58th Street, shall measure eighty-six (86) feet in length, thirteen (13) feet in width and eleven (11) feet, six (6) inches in depth for a total of one thousand one hundred twelve (1,112) square feet of space as shown on prints hereto attached and labeled "Application No. 3".

4. An underground pedestrian tunnel, under and along East 58th Street, shall measure one hundred thirty-four (134) feet in length, thirteen (13) feet in width and eleven (11) feet, six (6) inches in depth for a total of one thousand seven hundred thirty-six (1,736) square feet of space as shown on prints hereto attached and labeled "Application No. 4".

5. Eight (8) foundation tiebacks, under and along South Maryland Avenue, each measuring twenty-nine (29) feet in length, six (6) inches in width and thirteen (13) feet, three (3) inches in depth for a total of one hundred fourteen (114) square feet of space as shown on prints hereto attached and labeled "Application No. 5".

6. Eight (8) foundation tiebacks, under and along East 58th Street, with four measuring nine (9) feet, two (2) inches in length and four measuring one (1) foot, seven (7) inches in length and all eight (8) tiebacks measuring six (6) inches in width and thirteen (13) feet, three (3) inches in depth for a total of twenty-one (21) square feet of space as shown on prints hereto attached and labeled "Application No. 6".

7. Nine (9) foundation tiebacks, under and along South Cottage Grove Avenue, each measuring thirty-three (33) feet, six (6) inches in length, six (6) inches in width and thirteen (13) feet, nine (9) inches in depth for a total of one hundred fifty-one (151) square feet of space as shown on prints hereto attached and labeled "Application No. 7".

8. Four (4) foundation tiebacks, under and along South Maryland Avenue, each measuring thirty (30) feet, six (6) inches in length, six (6) inches in width and thirteen (13) feet, nine (9) inches in depth for a total of sixty-one (61) square feet of space as shown on prints hereto attached and labeled "Application No. 8". Also, a Metal Sheeting Retention System under and along South Maryland Avenue measuring eight (8) feet in length, three (3) feet in width and twenty-six (26) feet, six (6) inches in depth for a total of twenty-four (24) square feet of space as shown on prints hereto attached and labeled "Application No. 8".

9. Four (4) foundation tiebacks, under and along South Cottage Grove Avenue, each measuring thirty (30) feet, six (6) inches in length, six (6) inches in width and thirteen (13) feet, three (3) inches in depth for a total of sixty-one (61) square feet of space as shown on prints hereto attached and labeled "Application No. 9".

10. Ten (10) foundation tiebacks, under and along South Cottage Grove Avenue, each measuring thirty-two (32) feet, eleven (11) inches in length, six (6) inches in width and thirteen (13) feet, nine (9) inches in depth for a total of one hundred sixty-five (165) square feet of space as shown on prints hereto attached and labeled "Application No. 10".

11. Six (6) foundation tiebacks, under and along South Maryland Avenue, each measuring twenty-eight (28) feet, six (6) inches in length, six (6) inches in width and thirteen (13) feet, three (3) inches in depth for a total of eighty-six (86) square feet of space as shown on prints hereto attached and labeled "Application No. 11".

12. Six (6) foundation tiebacks, under and along South Maryland Avenue, each measuring twenty-eight (28) feet, six (6) inches in length, six (6) inches in width and thirteen (13) feet, three (3) inches in depth for a total of eighty-six (86) square feet of space as shown on prints hereto attached and labeled "Application No. 11".

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 privileges shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privileges and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 those portions of the public ways in, over, under or adjacent to 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 shall pay to the City of Chicago as compensation for the privileges herein granted the sum of Four Thousand Five Hundred and no/100 Dollars ($4,500.00) per annum, in advance. In case of termination of the privileges herein granted or the grantee transfers title or vacates its property, 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 ways are 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 ways 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.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public ways including

pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public ways. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public ways until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for these privileges, a Certificate of Insurance evidencing coverage 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 privileges. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage 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 ways are restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public ways as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawings attached to this ordinance printed on pages 46338 through 46342 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, February 28, 1994.

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 February 9, 1994) to construct, maintain and use sundry canopies by various establishments.

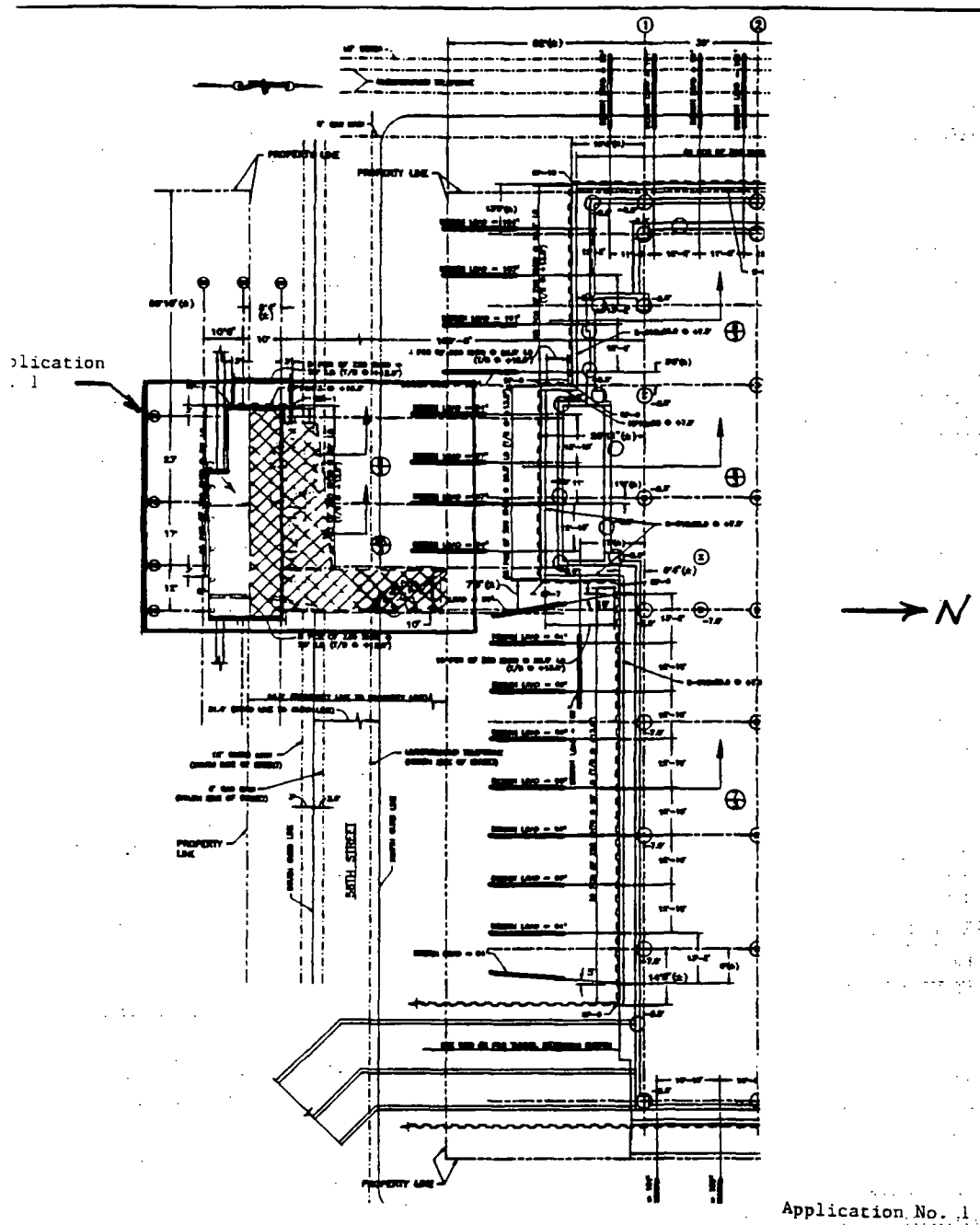
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

(Continued on page 46343)

Ordinance associated with this drawing printed on pages 46331 through 46337 of this Journal.

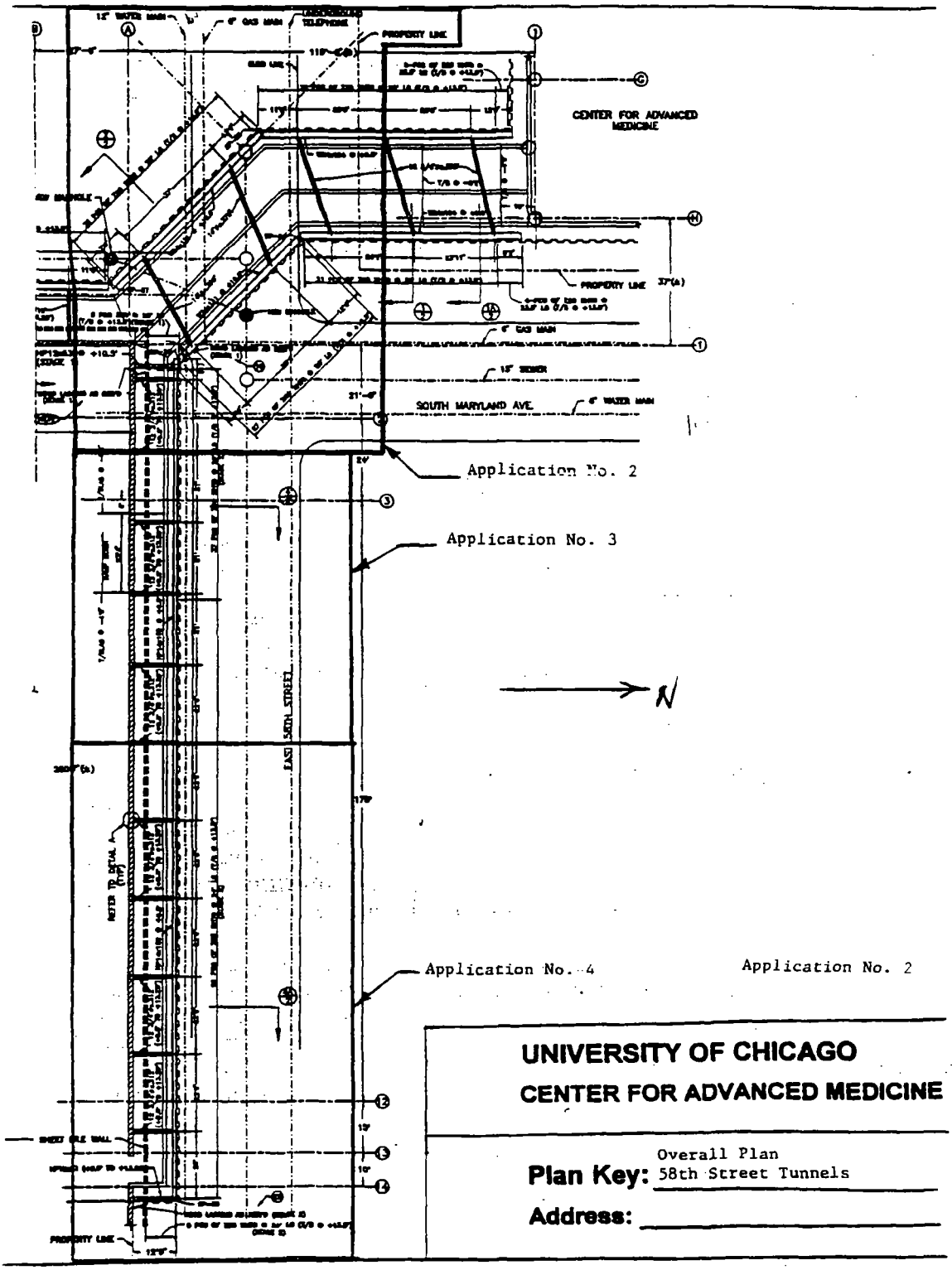


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CENTER FOR ADVANCED MEDICINE

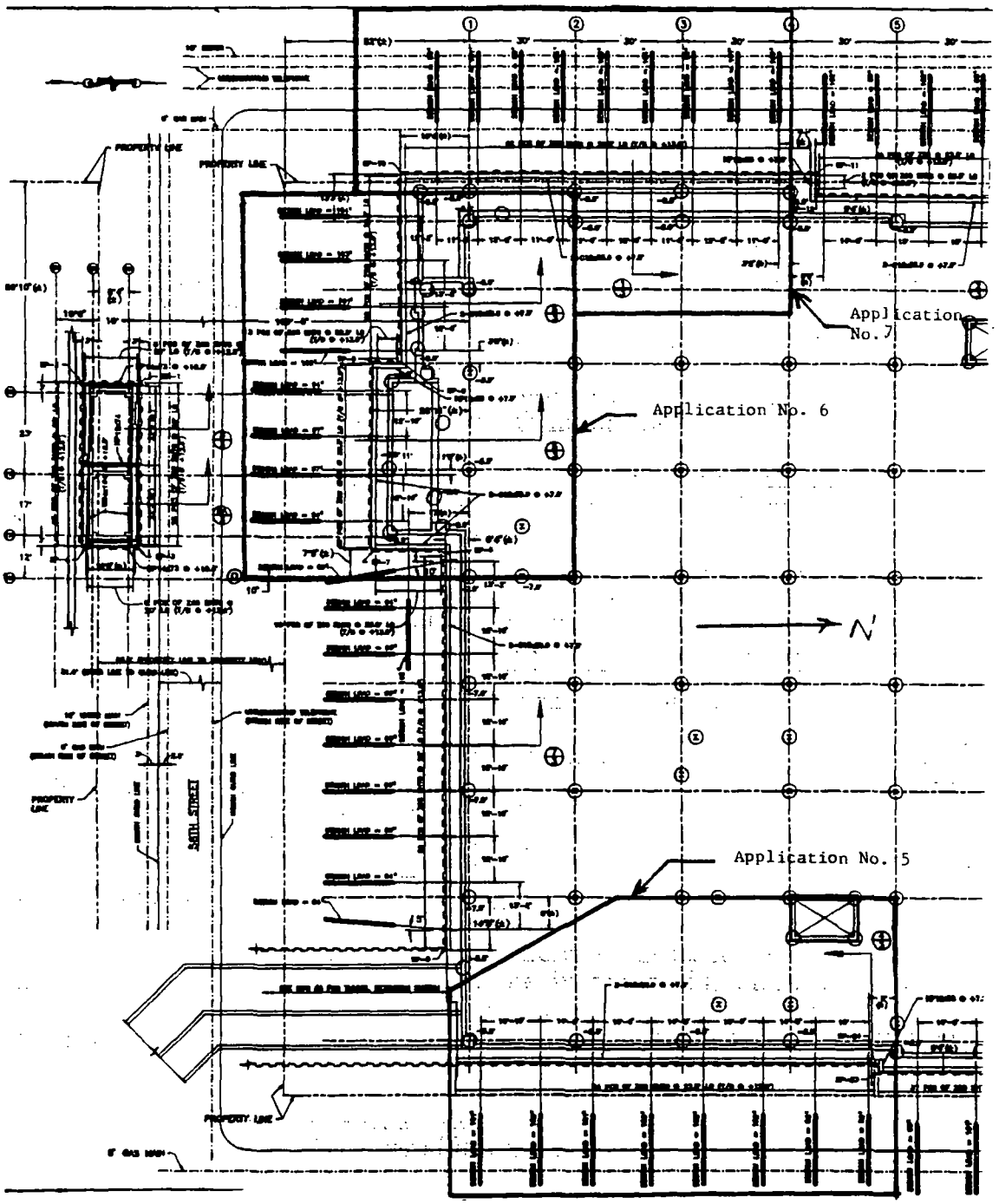
Plan Key: 58th Street Bridge Overall Plan

Address:

Ordinance associated with this drawing printed on pages 46331 through 46337 of this Journal.



Ordinance associated with this drawing printed on pages 46331 through 46337 of this Journal.



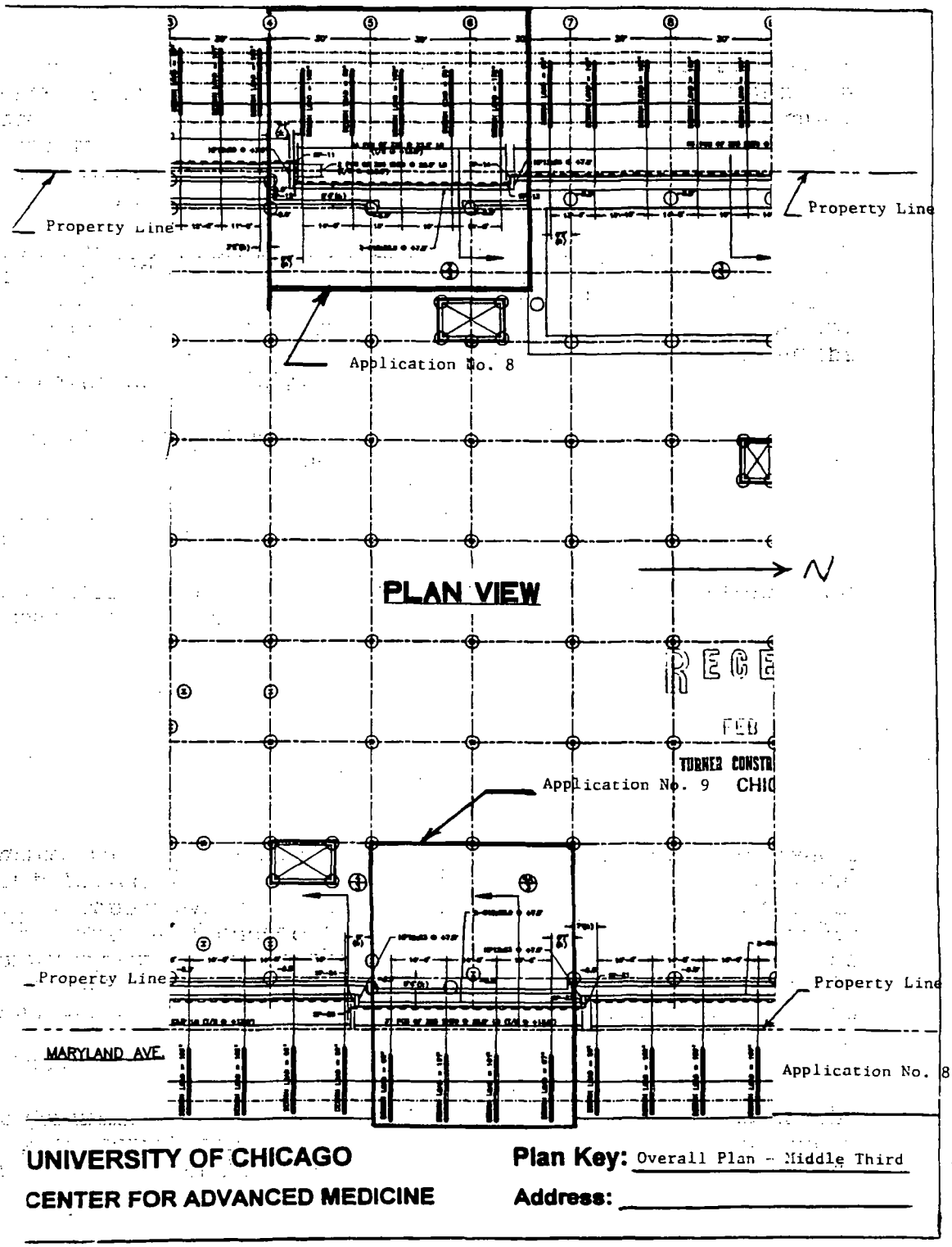
UNIVERSITY OF CHICAGO

CENTER FOR ADVANCED MEDICINE

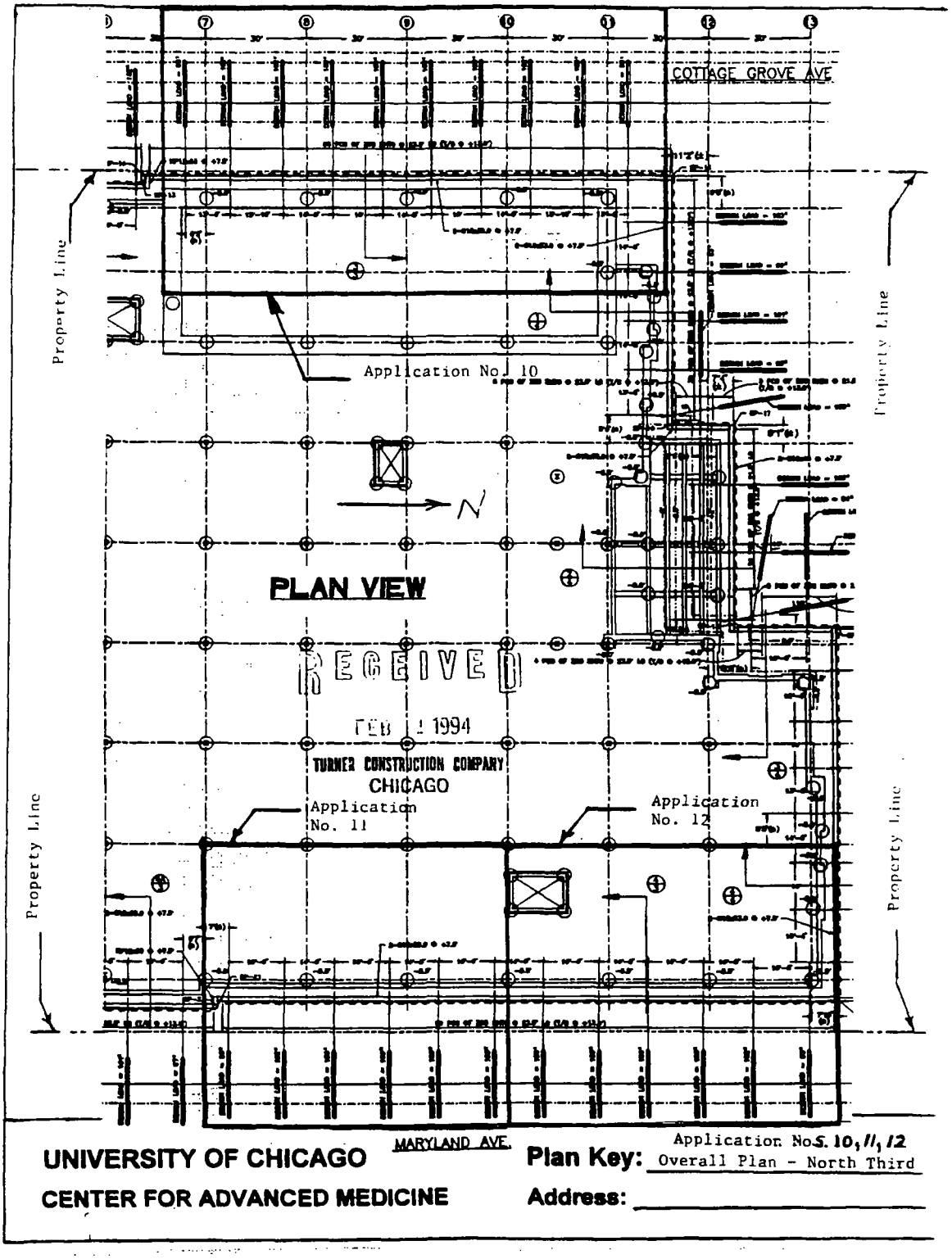
Plan Key: Overall Plan - South Third

Address: _____

Ordinance associated with this drawing printed on pages 46331 through 46337 of this Journal.



Ordinance associated with this drawing printed on pages 46331 through 46337 of this Journal.



(Continued from page 46337)

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Advent Realty Limited Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to the Advent Realty Limited Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 68 East Wacker Drive for a period of three (3) years from and after May 15, 1993 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 eleven (11) feet in length, nor eight (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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Allerton Hotel: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to the Allerton Hotel ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 140 East Huron 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 eighteen (18) feet in length, nor fifteen (15) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Ambassador House Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to the Ambassador House Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1325 North State Parkway for a period of three (3) years from and after February 25, 1994 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 fifty-eight (58) feet in length, nor fifteen (15) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-three and no/100 Dollars ($83.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Mr. Theodore P. Ambrogio (Doing Business As Ambrogio Lounge And Restaurant): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Theodore P. Ambrogio, doing business as Ambrogio Lounge and Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 6706 West Belmont

Avenue for a period of three (3) years from and after January 27, 1994 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 twenty (20) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Beef 'N' Brandy Restaurant & Lounge, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Beef 'N' Brandy Restaurant & Lounge, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 127 South State 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 twenty-seven (27) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-two and no/100 Dollars ($52.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

The Blue Bird: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Blue Bird ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1612 West Irving Park Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighteen (18) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Cartier, Incorporated: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Cartier, Incorporated ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 630 North Michigan Avenue for a period of three (3) years from and after January 27, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at twelve (12) feet, one (1) at fifteen (15) feet and one (1) at fourteen (14) feet, respectively, in length, nor four (4) at three (3) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars ($200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies 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 canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Fine Food And Liquors: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Fine Food and Liquors ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3642 North Ashland Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eleven (11) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Kredable Auto Service: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Kredable Auto Service ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4932 West Fullerton Avenue for a period of three (3) years from and after January 25, 1994 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 six (6) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Lincoln West Hospital, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lincoln West Hospital, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2544 West Montrose Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works

and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eleven (11) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Winkelman's Stores, Inc. (Doing Business As M. J. Carroll): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Winkelman's Stores, Inc., doing business as M. J. Carroll ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 32 South State Street for a period of three (3) years from and after January 25, 1994 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 eight (8) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

MKDG/Buck Hotel Venture: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to MKDG/Buck Hotel Venture ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 540 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty (20) feet, one (1) at eighteen (18) feet, one (1) at sixty-three (63) feet and one (1) at eight (8) feet, respectively, in length, nor one (1) at ten (10) feet, one (1) at eight (8) feet, one (1) at thirteen (13) feet and one (1) at seven (7) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Thirty-eight and no/100 Dollars ($238.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies 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 canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Miller Parking Company: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Miller Parking Company ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 200 West Randolph Street for a period of three (3) years from and after January 11, 1994 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 one hundred sixty-three (163) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Eighty-eight and no/100 Dollars ($188.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Mr. Submarine: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mr. Submarine ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1614 West Irving Park Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-one (21) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 Bank: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to North Bank ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 360 East Ohio 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 twenty-seven (27) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-two and no/100 Dollars ($52.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

The Racquet Club Of Chicago: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Racquet Club Of Chicago ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1365 North Dearborn Parkway 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 eighteen (18) feet in length, nor eight (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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Sacred Heart Hospital: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sacred Heart Hospital ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3240 West Franklin Boulevard for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixty-two (62) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-seven and no/100 Dollars ($87.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

Jessica's Partnership (Doing Business As Scoozi!): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Jessica's Partnership, doing business as Scoozi! ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 410 West Huron 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 thirty-six (36) feet in length, nor six (6) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy 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.

Just 'B' Claws, Inc. (Doing Business As Shaw's Crab House): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Just 'B' Claws, Inc., doing business as Shaw's Crab House ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 21 East Hubbard 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 thirteen (13) feet in length, nor thirteen (13) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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.

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73 East Elm Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 73 East Elm Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 73 East Elm Street for a period of three (3) years from and after March 28, 1994 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 eighteen (18) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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, February 28, 1994.

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 February 9, 1994) 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Red Pepper, Inc. (Doing Business As Basta Pasta).

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

SECTION 1. Permission and authority are hereby given and granted to Red Pepper, Inc., doing business as Basta Pasta, 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 6733 North Olmstead Avenue. Said sidewalk cafe area shall be sixty-two (62) feet in length and five (5) feet, eight (8) inches in width, for a total of three hundred fifty-one (351) square feet and shall begin nine (9) feet from the curb line along North Olmstead Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 11:00 A.M. to 10:30 P.M.

Compensation: $300.00/Seating: 32.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

The consumption of solely alcohol in the above referenced cafe area is strictly prohibited.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

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.

Coyote Moon, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Coyote Moon, Incorporated, 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 71 East Wacker Drive. Said sidewalk cafe area shall be forty (40) feet in length and fifteen (15) feet, six (6) inches in width, for a total of six hundred twenty-four (624) square feet and shall begin nine (9) feet from the face of the curb line along East Wacker Drive. 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: $2,422.00/Seating: 40.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1994 through, and including, November 1, 1994.

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.

GLD, Incorporated (Doing Business As The Four Farthings Tavern And Grill).

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

SECTION 1. Permission and authority are hereby given and granted to GLD, Incorporated, doing business as The Four Farthings Tavern and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2060 North Cleveland Avenue. Said sidewalk cafe area Number One shall be forty-five (45) feet in length and six (6) feet in width, for a total of two hundred seventy (270) square feet and shall begin seven (7) feet from the face of the building along North Cleveland Avenue. Said sidewalk cafe area Number Two shall be forty-five (45) feet in length and six (6) feet in width, for a total of two hundred seventy (270) square feet and shall begin seven (7) feet from the face of the building along West Dickens Avenue in line with tree grates. 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 10:30 P.M.

Compensation: $756.00/Seating: 44.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

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.

The Ice Cream Club, Inc. (Doing Business As The Ice Cream Club).

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

SECTION 1. Permission and authority are hereby given and granted to The Ice Cream Club, Inc., doing business as The Ice Cream Club, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 32 East Oak Street. Said sidewalk cafe areas shall be five (5) feet and ten (10) feet, respectively, in length and five (5) feet, respectively, in width, for a total of seventy-five (75) square feet and shall begin fourteen (14) feet from the face of the curb line along East Oak 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: $300.00/Seating: 15.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

There shall be six (6) feet of unobstructed clear space for pedestrian passage at all times.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

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.

The Bagel Bakery Limited Partnership (Doing Business As Jacob Bros. Bagels).

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

SECTION 1. Permission and authority are hereby given and granted to The Bagel Bakery Limited Partnership, doing business as Jacob Bros. Bagels, 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 53 West Jackson Boulevard. Said

sidewalk cafe area shall be ninety-two (92) feet in length and six (6) feet six (6) inches in width, for a total of five hundred ninety-eight (598) square feet and shall begin nine (9) feet from the face of the curb line along South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 8:00 P.M.

Compensation: $838.00/Seating: 60.

No signage shall be located in the public right-of-way at any time other than a 2 foot by 2 foot menu board.

For sidewalk areas that measure fifteen (15) feet or more, only fifty (50) percent of said sidewalk area may be used for a sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1994 through, and including, November 1, 1994.

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.

The Last Act Company.

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

SECTION 1. Permission and authority are hereby given and granted to The Last Act Company, 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 1615 North Wells Street. Said sidewalk cafe areas shall be five point five (5.5) and six point five (6.5) feet, respectively, in length and both areas shall be four (4) feet, respectively, in width for a total of forty-eight (48) square feet and shall begin eight point five (8.5) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 12:00 Noon to 12:00 Midnight

Compensation: $300.00/Seating: 8.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

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.

Newport Street Bistro, Inc. (Doing Business As The Launder Bar And Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Newport Street Bistro, Inc., doing business as The Launder Bar and Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1344 West Newport Avenue. Said sidewalk cafe area shall be seventy-five (75) feet in length and ten (10) feet in width, for a total of seven hundred fifty (750) square feet and shall begin eight (8) feet from the face of the building line along West Newport Avenue. 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 11:00 P.M.

Compensation: $510.00/Seating: 80.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

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.

Roscoe's Tavern And Cafe, Ltd. (Doing Business As Roscoe's Tavern 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 Roscoe's Tavern and Cafe, Ltd., doing business as Roscoe's Tavern 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 3354 -- 3356 North Halsted Street. Said sidewalk cafe area shall be forty-one (41) feet in length and eight (8) feet in width for a total of three hundred twenty-eight (328) square feet and shall begin two (2) feet four (4) inches from the face of the curb line and shall leave seven (7) feet of clear area from the building line to the edge of the cafe area along West Roscoe Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 Noon to 11:00 P.M.

Compensation: $328.00/Seating: 32.

Authority for the above named privilege is herein given and granted from and after April 1, 1994 through, and including, November 1, 1994.

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.

AUTHORIZATION FOR ISSUANCE OF PERMITS TO ELI MARC ASSOCIATES (DOING BUSINESS AS ELI'S, THE PLACE FOR STEAK) FOR USE OF PUBLIC WAY AT 215 EAST CHICAGO AVENUE FOR BEAUTIFICATION PURPOSES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 February 9, 1994) for a grant of privilege in the public way to Eli Marc Associates, doing business as Eli's, The Place For Steak, to install for beautification purposes, trees, flowers and shrubs in four (4) planter beds along East Chicago Avenue adjacent to the premises located at 215 East Chicago Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

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ferred *Ordered*, That the Commissioner of the Department of Transportation and the Director of Revenue are hereby authorized and directed to issue the necessary permits to Eli Marc Associates, doing business as Eli's, The Place For Steak, to install for beautification purposes, trees, flowers and shrubs in four planter beds along East Chicago Avenue adjacent to the premises located at 215 East Chicago Avenue.

Said planter boxes shall be shown on prints hereto attached and shall be described as follows:

A. Planter Box Number 1:

Planter shall measure fourteen (14) feet in length and six (6) feet in width for a total of eighty-four (84) square feet of space in the public right-of-way.

B. Planter Box Number 2:

Planter shall measure fifty-four (54) feet in length and six (6) feet in width for a total of three hundred twenty-four (324) square feet of space in the public right-of-way.

C. Planter Box Number 3:

Planter shall measure twenty-five (25) feet in length and six (6) feet in width for a total of one hundred fifty (150) square feet of space in the public right-of-way.

D. Planter Box Number 4:

Planter shall measure seven (7) feet in length and six (6) feet in width for a total of forty-two (42) square feet of space in the public right-of-way.

Said permission shall be subject to the approval of plans, without fees and without compensation, and with conditions that the adjacent property owners shall assume responsibility for the maintenance of said planters and snow removal and shall insure, save and hold harmless the City of Chicago from all liability and shall be subject to the terms and conditions of said attached ordinance.

[Drawings attached to this order printed on pages 46385 through 46386 of this Journal.]

Ordinance attached to this order reads as follows:

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

Section 1. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including 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 in, over, under or adjacent to 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 shall pay to the City of Chicago as compensation for the privilege herein granted the sum of _____ and no/100 Dollars ($_____) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, 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.

Section 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

Section 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

Section 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage 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 Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage 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 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

Section 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

Section 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

Section 10. This ordinance shall take effect and be in force from and after its passage and approval.

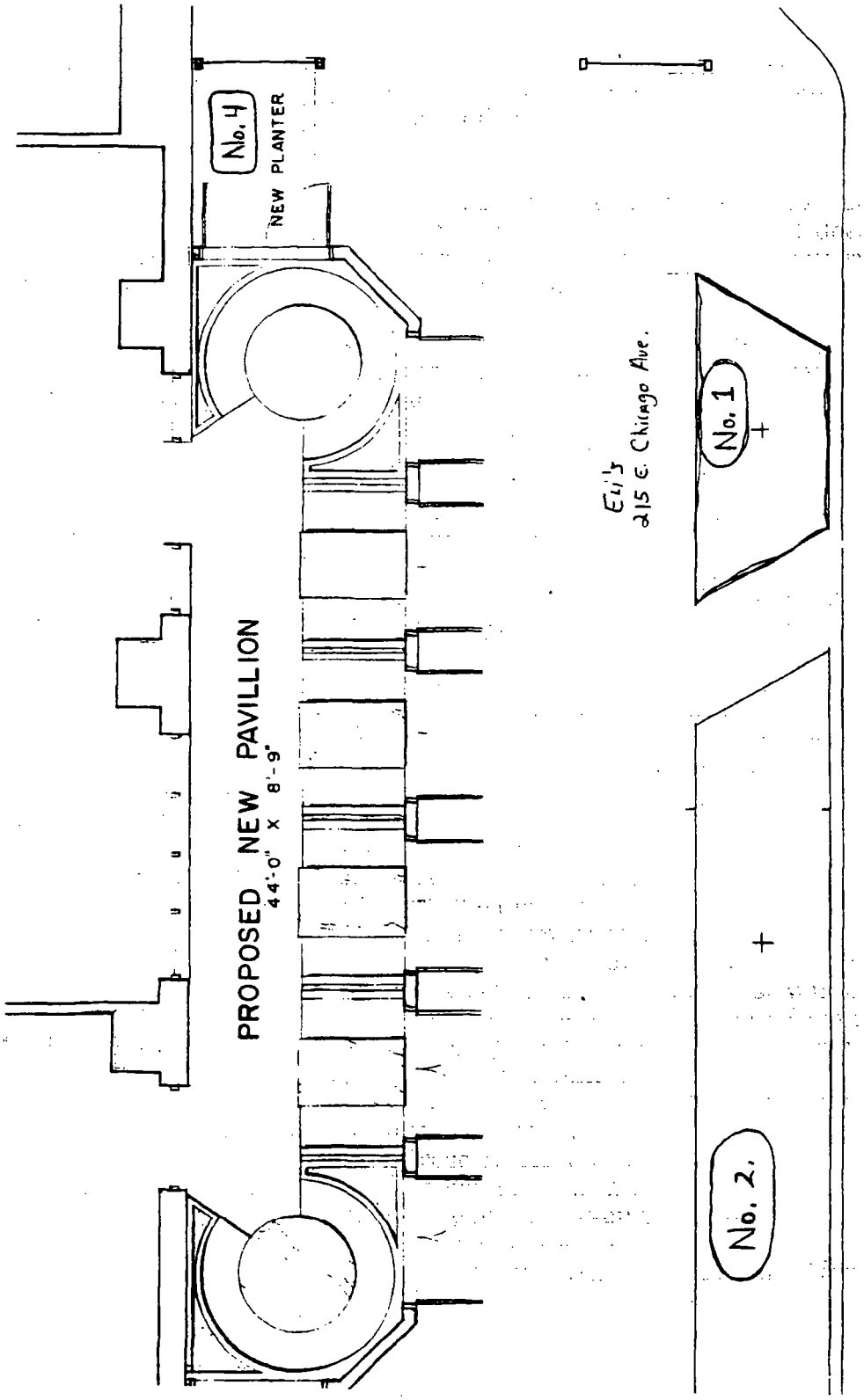
[Drawings attached to this ordinance printed on pages 46385 through 46386 of this Journal.]

VACATION OF PORTION OF SOUTH LA SALLE STREET LYING NORTH OF WEST 85TH STREET.

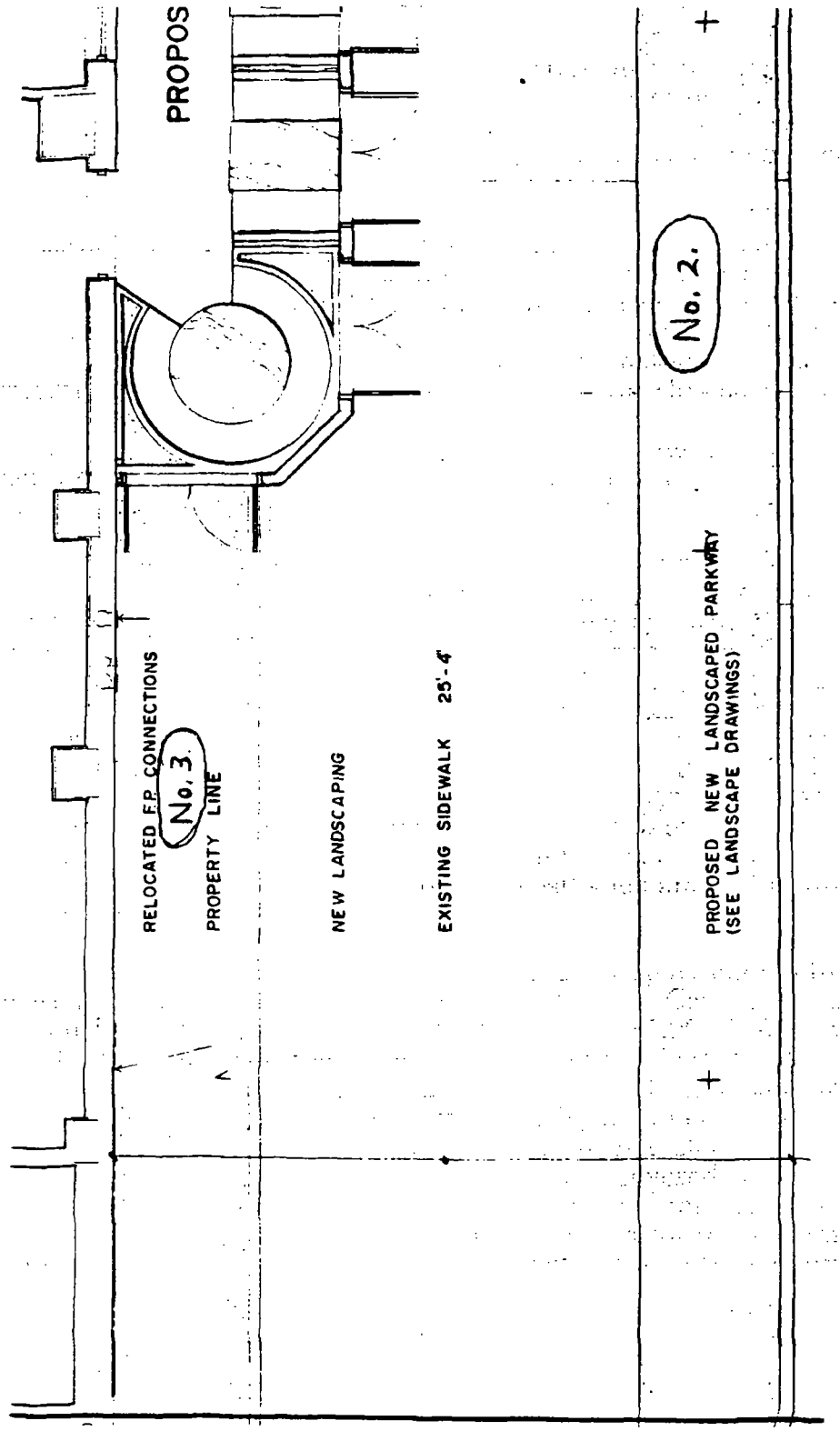
The Committee on Transportation and Public Way submitted the following report:

(Continued on page 46387)

Order and Ordinance associated with this drawing printed on pages 46382 through 46384 of this Journal.



Order and Ordinance associated with this drawing printed on pages 46382 through 46384 of this Journal.



(Continued from page 46384)

CHICAGO, February 28, 1994.

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 vacating that part of South LaSalle Street, lying between the north line of West 85th Street and a line 277.41 feet, more or less, north of the north line of West 85th Street. This ordinance was referred to the committee on February 9, 1994.

This recommendation was concurred in unanimously by 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' inability to acquire additional property needed for their continued viability and growth; and

WHEREAS, Many industrial firms adjoin streets and alleys that are no longer required for public use and might more productively be used for plant expansion and modernization, employee parking, improved security, truckloading areas, or other industrial uses; and

WHEREAS, The City would benefit from the vacation of these streets and alleys by reducing City expenditures on maintenance, repair and replacement; by reducing fly-dumping, vandalism and other criminal activity; and by expanding the City's property tax base; and

WHEREAS, The City can strengthen established industrial areas and expand the City's job base by encouraging the growth and modernization of existing industrial facilities through the vacation of public streets and alleys for reduced compensation; and

WHEREAS, The Freund Can Company is a firm employing forty-five persons in the manufacturing and wholesale distribution of containers at 155 West 84th Street; and

WHEREAS, The Freund Can Company is the owner of the property referenced above; and

WHEREAS, The Freund Can Company proposes to limit the use of that part of South LaSalle Street to be vacated herein for such manufacturing purposes and other such uses which are reasonably necessary therefore; and

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 the public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of South LaSalle Street lying west of the west line of Lots 31 to 36, both inclusive, in State Street Subdivision of the north 5 acres of the south 50 acres of the east half of the southeast quarter of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian; lying west of the west line of Lots 25, 26 and 27 in Walsh's Subdivision in the east half of the southeast quarter of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian; lying east of the east line of Lots 37 to 42, both inclusive in State Street Subdivision aforementioned; lying east of the east line of Lots 28, 29 and 30 in Walsh's Subdivision aforementioned; lying south of a line drawn from the northwest

corner of Lot 36 to the northeast corner of Lot 37 in State Street Subdivision aforementioned; and lying north of a line drawn from the southwest corner of Lot 25 to the southeast corner of Lot 30 in Walsh's Subdivision aforementioned; said part of public street herein vacated being further described as that part of South LaSalle Street lying between the north line of West 85th Street and a line 277.41 feet, more or less, north of the north line of West 85th 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 vacated and closed inasmuch as the same is no longer required for public use and public interest will be subserved by such vacation.

SECTION 2. The Commissioner of Planning and Development is hereby authorized to accept, subject to the approval of the Corporation Counsel as to form and legality, and on behalf of the City of Chicago, the benefits of a covenant or similar instrument restricting the use of the public way vacated by this ordinance to the manufacturing (including production, processing, cleaning, servicing, testing and repair) of materials, goods or products only and for those structures and additional uses which are reasonably necessary to permit such manufacturing use including the location of necessary facilities, storage, employee and customer parking, and similar other uses and facilities. Such covenant shall be enforceable in law or in equity and shall be deemed to provide for reconveyance of the property to the City upon substantial breach of the terms and conditions thereof. The benefits of such covenant shall be deemed in gross to the City of Chicago, its successors and assigns, and the burdens of such covenant shall run with and burden the public way vacated by this ordinance. The covenant may be released or abandoned by the City only upon approval of the City Council which may condition its approval upon the payment of such additional compensation which it deems to be equal to the benefits accruing because of the release or an abandonment.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Kenneth G. Freund 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 restrictive covenant complying with Section 2 of this ordinance, approved by the Corporation Counsel, and an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 46390 of this Journal.]

Ordinance associated with this drawing printed on pages 46388 through 46389 of this Journal.

"A"

State Street Subdivision of the North 5 Acres of the South 50 Acres of the E. 1/2 of the S.E. 1/4 of Sec. 33-38-14.

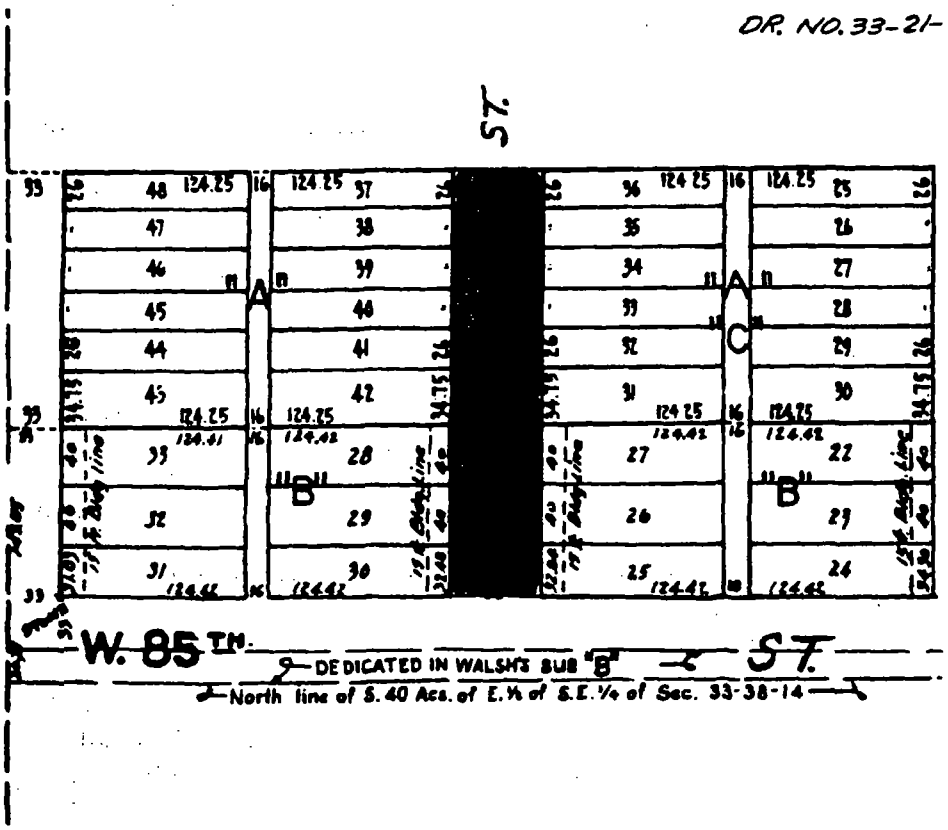
"B"

Walsh's Subdivision in the E. 1/2 of the S.E. 1/4 of Sec. 33-38-14.

"C"

Vacated by Ordinance Passed June 30, 1982.
Rec. August 18, 1982 Doc. No. 26325430

DR. NO. 33-21-93-1786



TIME EXTENTION GRANTED FOR VACATION OF PORTIONS OF WEST HILL STREET AND PUBLIC ALLEY LYING EAST OF NORTH WELLS STREET AND DEDICATION OF CUL DE SAC AREA AND PORTION OF PUBLIC ALLEY AT WEST END OF WEST MAPLE STREET EAST OF NORTH LASALLE BOULEVARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 calling for a time extension of one hundred-twenty days (120) for an ordinance originally passed by the City Council on June 23, 1993. Said ordinance vacates that part of West Hill Street east of North Wells Street and also dedicates a cul-de-sac area at the west end of West Maple Street east of North LaSalle Boulevard. This ordinance was referred to the committee on February 28, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council November 5, 1993, appearing on pages 40489 -- 40493 of the Journal of the Proceedings of said date, providing for "Vacation of Portions of West Hill Street and Public Alley East of North Wells Street and Dedication of Cul De Sac Area and Portion of Public Alley at West End of West Maple Street East of North LaSalle Drive";

WHEREAS, The one hundred twenty (120) day time period for recording as provided in the ordinance will soon expire; and

WHEREAS, The City Council desires to extend such period; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street and 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 West Hill Street lying south of the south line of Lots 1, 6 and 7 and south of a line drawn from the southeast corner of Lot 1 to the southwest corner of Lot 6 in subdivision of Block 8 of Johnston, Roberts and Storr's Addition to Chicago, a subdivision of the west half of the southeast quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; lying north of the north line of Lots 1 to 4, both inclusive, in subdivision of Block 9 of Johnston, Roberts and Storr's Addition to Chicago aforementioned; lying north of the north line of Lot 1 in Assessor's Division of Lots 5 to 15 inclusive in Block 9 of Johnston, Roberts and Storr's Addition to Chicago aforementioned; lying north of a line drawn from the northeast corner of Lot 1 in Assessor's Division aforementioned to the northwest corner of Lot 4 in subdivision of Block 9 aforementioned; lying east of a line drawn from the southwest corner of Lot 1 in subdivision of Block 8 aforementioned to the northwest corner of Lot 1 in Assessor's Division aforementioned; and lying west of the northwardly extension of the west line of the east 6.00 feet of Lot 1 in subdivision of Block 9 aforementioned;

Also

all that part of the north/south 10 foot public alley lying west of the west line of Lot 4 in subdivision of Block 9 aforementioned; lying east of the east line of Lot 1 to 4, both inclusive, in Assessor's Division aforementioned; lying south of a line drawn from the northeast corner of Lot 1 in Assessor's Division aforementioned to the northwest corner of Lot 4 in subdivision of Block 9 aforementioned; and lying north of the westwardly extension of the south line of Lot 4 in subdivision of Block 9 aforementioned; said part of public street and part of public alley herein vacated being further described as the west 215.46 feet (more or less) of that part of West Hill Street lying east of North Wells Street; also the vacation of the north 103 feet of the first north/south 10 foot public alley east of North Wells Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The Lake Shore National Bank, as Trustee, under Trust Number 6952 shall dedicate or cause to be dedicated to the public and open up for public use as a public street and public alley the following described property:

that part of Lot 1 in the subdivision of Block 9 in Johnston, Roberts and Storr's Addition to Chicago, a subdivision of the west half of the southeast quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

beginning at the northeast corner of said Lot 1; thence south 0 degrees 13 minutes 46 seconds east along the east line of Lot 1 in Block 9 a distance of 100.39 feet to a point on said east line 3.00 feet north of the southeast corner of said Lot 1; thence south 69 degrees 36 minutes 12 seconds west 8.52 feet to a point on the south line of said Lot 1 a distant 8.00 feet west of the aforesaid southeast corner of said Lot 1; thence north 89 degrees 47 minutes 11 seconds west along said south line 1.83 feet to a point on a circle convex westerly and having a radius of 28.00 feet; thence northwesterly and northeasterly along the arc of said circle 71.87 feet, the chord of which bears north 3 degrees 51 minutes 45 seconds east for 53.70 feet to the intersection with a line drawn 6.00 feet westerly of and parallel with the aforesaid east line of said Lot 1; thence north 0 degrees 13 minutes 46 seconds west along said parallel line 49.79 feet to the north line of said Lot 1; thence south 89 degrees 47 minutes 58 seconds east along said north line 6.00 feet to the hereinabove designated point of beginning;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison 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 electric energy under, over, and along all that part of West Hill Street and all that part of the public alley as herein vacated with the right of ingress and egress.

The Lake Shore National Bank, as Trustee, under Trust Number 6952, hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of West Hill Street and that part of the public alley as herein vacated

SECTION 4. The vacations herein provided for are made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the Lake Shore National Bank, as Trustee, under Trust No. 6952 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public street and part of public alley hereby vacated, the sum of Four Hundred Twenty-four Thousand Six Hundred Seventy-six and no/100 Dollars ($424,676.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within one hundred twenty (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 West Hill Street hereby vacated, similar to the sidewalk and curb in North Wells Street and constructing paving and curbs in and to that part of West Maple Street and that part of 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 5. The vacations herein provided for are made upon the express condition that within one hundred twenty (120) days after the passage of this ordinance, the Lake Shore National Bank, as Trustee, under Trust Number 6952 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance together with an attached drawing approved by the Superintendent of Maps and a plat of dedication properly executed and acknowledged showing the vacations and dedications herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 46395 of this Journal.]

Ordinance associated with this drawing printed on pages 46392 through 46394 of this Journal.

"A"

Sub. of Blk. 8, of Johnston, Roberts and Storr's Add. to Chicago a Sub. of the W. 1/2 of the S. E. 1/4 of Sec. 4-39-14.

"B"

Sub. of Blk. 9, of Johnston, Roberts and Storr's Add to Chicago etc. (See "A").

"C"

Assessor's Division of Lots 5 to 15 incl. in Blk. 9, of Johnston, Roberts and Storr's Add to Chicago etc. (See "A").

"D"

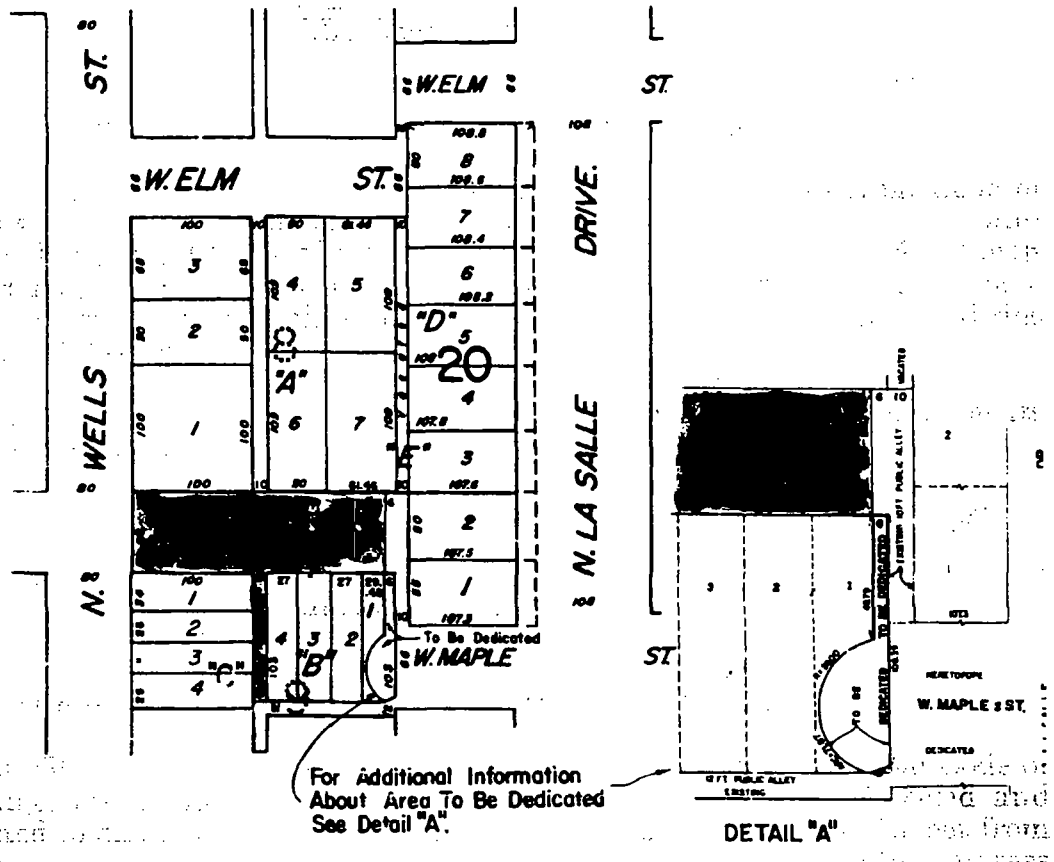
Sub. of Blks. 4 and 20, of Bushnell's Add to Chicago in the E. 1/2 of SE 1/4 in Sec. 4-39-14.

"E"

Vacated by Ordinance Passed Oct. 6, 1971
Rec. Dec. 22, 1971

Doc. 21756213

DP. No. 4-42-83-866 Rev. 3-5-92, 9-18-92, 11-19-92, 2-11-93



AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SAC ON PORTION OF NORTH WASHTENAW AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 construct a cul-de-sac to be located at the east line of North Washtenaw Avenue, from the north line of West Rice Street to the south line of West Rice Street. This ordinance was referred to the committee on September 15, 1993.

This recommendation was concurred in unanimously by 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The residents of the 2600 block of West Rice Street have requested that a cul-de-sac be constructed at the intersection of West Rice Street and North Washtenaw Avenue; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Transportation is hereby authorized to construct a cul-de-sac at the following location:

at the east line of North Washtenaw Avenue, from the north line of West Rice Street to the south line of West Rice Street.

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

AUTHORIZATION FOR INSTALLATION OF HANDICAP RAMP AT 2455 SOUTH AVERS AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 grant permission to Mariano Vasquez to install a handicap ramp located at the premises known as 2455 South Avers Avenue. This order was referred to the committee on February 9, 1994.

This recommendation was concurred in unanimously by 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 is hereby authorized and directed to grant permission to Mariano Vasquez, 2455 South Avers Avenue, to install a handicap ramp at the above mentioned address.

PROHIBITION AGAINST OPERATION OF MOBILE FOOD VENDORS IN OR NEAR SPECIFIED RESIDENTIAL AREAS OF FORTY-SEVENTH WARD AND ELEVENTH WARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 prohibiting any person from selling or offering for sale any food product of any type from a motor vehicle within the 47th and 11th Wards of the City of Chicago. The original ordinance was referred to the committee on February 9, 1994.

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.

Alderman Huels presented the following proposed amendment:

Amending Section 3 of a substitute ordinance passed by the Committee on Transportation and Public Way at its meeting of February 28, 1994. Said ordinance is hereby amended by striking the words bracketed and inserting the words in italics as follows:

Section 3. No person shall sell or offer for sale [any food product, including] frozen desserts, of any type, from a motor vehicle *or a pushcart* in the following area:

Alderman Huels moved to *Adopt* the foregoing proposed amendment. The motion *Prevailed* by a viva voce vote.

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 the authority and the responsibility to adopt ordinances regulating businesses and occupations for the protection of public health, safety and welfare; and

WHEREAS, The presence of mobile food vendors and frozen dessert distributors in and near residential areas often is intended to, and does, attract pedestrians to make purchases from such vendors, and often diverts pedestrians' attention from due care and caution; and

WHEREAS, The presence of mobile food vendors and frozen dessert distributors in and near residential areas is a threat to the safety of pedestrian and vehicular traffic; now, therefore,

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

SECTION 1. The City Council hereby adopts the statements in the preamble of this ordinance as its legislative findings.

SECTION 2. No person shall sell or offer for sale any food product, including frozen desserts, of any type from a motor vehicle in the following area:

beginning at the intersection of West Belmont Avenue and the center line of the North Branch of the Chicago River; thence northerly on the center line of the North Branch of the Chicago River to West Wilson Avenue; thence east on West Wilson Avenue to North Western Avenue; thence north on North Western Avenue to West Gunnison Street; thence west on West Gunnison Street to North Rockwell Street; thence north on North Rockwell Street to West Winnemac Avenue; thence east on West Winnemac Avenue to North Western Avenue; thence north on North Western Avenue to West Foster Avenue; thence east on West Foster Avenue to North Winchester Avenue; thence south on North Winchester Avenue to West Winona Street; thence east on West Winona Street to North Wolcott Avenue; thence north on North Wolcott Avenue to West Foster Avenue; thence east on West Foster Avenue to North Ashland Avenue; thence south on North Ashland Avenue to West Lawrence Avenue; thence east on West Lawrence Avenue to North Dover Street; thence south on North Dover Street to West Montrose Avenue; thence west on West Montrose Avenue to North Clark Street; thence southerly on North Clark Street to West Byron Street; thence west on West Byron Street to North Greenview Avenue; thence south on North Greenview Avenue to West Grace Street; thence west on West Grace Street to North Ravenswood Avenue; thence south on North

Ravenswood Avenue to West Addison Street; thence west on West Addison Street to North Western Avenue; thence south on North Western Avenue to West Belmont Avenue; thence west on West Belmont Avenue to the place of beginning.

SECTION 3. No person shall sell or offer for sale frozen desserts, of any type, from a motor vehicle or a pushcart in the following area:

beginning at the intersection of West 47th Street and South Fairfield Avenue; thence north on South Fairfield Avenue to West Pope John II Drive; thence east on West Pope John II Drive to South Western Boulevard; thence north on South Western Boulevard to West 34th Street; thence east on West 34th Street to South Bell Avenue; thence north on South Bell Avenue to West 33rd Street; thence east on West 33rd Street to South Leavitt Street; thence north on South Leavitt Street to West 32nd Street; thence northeasterly and east on West 32nd Street to South Hoyne Avenue; thence northwest on South Hoyne Avenue and South Hoyne Avenue extended to the center line of the Sanitary and Ship Canal; thence easterly on the center line of the Sanitary and Ship Canal and the center line of the South Branch of the Chicago River to South Wallace Avenue extended northwesterly; thence southeasterly and south on South Wallace Avenue extended and South Wallace Avenue to West 25th Place; thence east on West 25th Place to South Canal Street; thence south on South Canal Street to West 28th Street; thence east on West 28th Street to South Stewart Avenue; thence south on South Stewart Avenue to West 31st Street; thence east on West 31st Street to the center line of the right-of-way of the Chicago, Rock Island and Pacific Railroad; thence south on the center line of the right-of-way of the Chicago, Rock Island and Pacific Railroad to West 35th Street; thence west on West 35th Street to South Wentworth Avenue; thence south on South Wentworth Avenue to West Pershing Road; thence west on West Pershing Road to the Chicago and Western Indiana Railroad; thence south on the Chicago and Western Indiana Railroad to West 42nd Street; thence west on West 42nd Street to the Chicago and Western Indiana Railroad; thence south and southwest on the Chicago and Western Indiana Railroad to West 43rd Street; thence east on West 43rd Street to the Chicago and Western Indiana Railroad; thence south on the Chicago and Western Indiana Railroad to West 43rd Place extended; thence east on West 43rd Place extended to South Stewart Avenue; thence south on South Stewart Avenue to West 46th Street; thence west on West 46th Street to the Chicago and Western Indiana Railroad; thence southeast on the Chicago and Western Indiana Railroad to West 47th Street; thence west on West 47th Street to South Wallace Street; thence south on South Wallace Street to West 49th Street; thence west on West 49th Street to South Halsted Street; thence north on South Halsted Street to West 47th Street; thence west on West 47th Street to South Packers Avenue; thence north on South Packers Avenue to West 45th Street; thence west on West 45th Street extended

and West 45th Street to South Ashland Avenue; thence north on South Ashland Avenue to West Pershing Road; thence west on West Pershing Road to South Damen Avenue (viaduct); thence south on South Damen Avenue (viaduct) to West 45th Street extended west; thence west on West 45th Street extended to the center line of the right-of-way of ConRail; thence south on the center line of the right-of-way of ConRail to West 47th Street; thence west on West 47th Street to the place of beginning.

SECTION 4. This ordinance shall take effect ten (10) days after its passage and publication.

CHICAGO POLICE DEPARTMENT DIRECTED TO ENFORCE CHICAGO TRANSIT BOARD ORDINANCE REGULATING ACTIVITIES OF PEDDLERS, VENDORS AND SOLICITORS ON PROPERTY OWNED, USED OR MAINTAINED BY CHICAGO TRANSIT AUTHORITY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith (referred on January 12, 1994) directing sworn members of the Chicago Police Department, subject to the direction of the Superintendent of Police, to enforce the ordinance passed by the Chicago Transit Board on December 14, 1993. Said ordinance regulates the activities of peddlers, vendors and solicitors on property owned, used or maintained by the Chicago Transit Authority within the corporate limits of the City of Chicago.

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 resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Bloom, Steele, Buchanan, Huels, Fary, Burke, Murphy, Rugai, Miller, Medrano, Bialczak, Suarez, Gabinski, Mell, Austin Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Schulter, M. Smith, Moore, Stone -- 31.

Nays -- Aldermen Haithcock, Tillman, Preckwinkle, Beavers, Dixon, Shaw, Jones, Streeter, Evans, Munoz, Ocasio, Watson, E. Smith, Shiller -- 14.

The following is said resolution as adopted:

WHEREAS, On December 14, 1993, the Chicago Transit Board, as governing body of the Chicago Transit Authority, passed an ordinance, designated Ordinance No. 93-191, regulating activities of peddlers, vendors and solicitors on property owned, used or maintained by the Authority; and

WHEREAS, On December 14, 1993, the Chicago Transit Board also passed a resolution, designated Resolution No. R-93-02, requesting the City of Chicago, by passage of appropriate legislation, to authorize and direct sworn officers of the Chicago Police Department to enforce restrictions on unauthorized peddling, vending and solicitation on property owned, used or maintained by the Chicago Transit Authority; and

WHEREAS, The protection of passenger and employees of the Chicago Transit Authority, and the protection of the Authority's property from unauthorized use, is an activity beneficial to the citizens of the City of Chicago; now, therefore,

Be It Resolved, That sworn members of the Chicago Police Department, subject to the direction of the Superintendent of Police, are hereby directed to enforce the ordinance passed by the Chicago Transit Board on December 14, 1993, designated as Ordinance No. 93-191 on property owned, used or maintained by the Chicago Transit Authority within the corporate limits of the City of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be made available to the Chicago Transit Board.

CONSIDERATION FOR ERECTION OF "PEDDLING PROHIBITED" SIGNS AT SPECIFIED LOCATIONS WITHIN FORTY-SECOND WARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 give consideration to the erection of "Peddling Prohibited" signs at specific locations within the 42nd Ward. This ordinance was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 is hereby authorized and directed to give consideration to the erection of "Peddling Prohibited" signs in the areas listed below:

North Clark Street, between West Grand Avenue and West Erie Street;

North Dearborn Street, between West Grand Avenue and West Erie Street;

North LaSalle Street, between West Grand Avenue and West Erie Street;

Ohio Street, between North St. Clair Street and North Orleans Street;

Ontario Street, between North St. Clair Street and North Orleans Street; and

North State Street, between Grand Avenue and Erie Street.

REMOVAL OF PAY TELEPHONE AT 4801 WEST CHICAGO AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 calling for the vendor to remove the public pay telephone on the public right-of-way located

at 4801 West Chicago Avenue. This ordinance was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 10-28-285(f) of the Municipal Code of the City of Chicago, enacted June 17, 1992, provides that beginning January 1, 1993, the City Council may at any time order the removal of a pay telephone which shall be identified to be operating in the public right-of-way; now, therefore,

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

SECTION 1. U. S. Communications Illinois, Inc. has entered into a contract agreement under the Public Pay Telephone Concession Agreement with the City of Chicago, said pay telephone located at 4801 West Chicago Avenue, Chicago, Illinois is hereby ordered to be removed within fourteen (14) days following City Council approval from the public right-of-way by said vendor. Any concession telephone that is not removed within this fourteen (14) day period shall be subject to immediate removal by the City of Chicago.

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

REPEAL OF ORDINANCE WHICH AUTHORIZED ERECTION OF TRAFFIC CLOSURE SIGN IN ALLEY BEHIND 6520 -- 6526 NORTH CALIFORNIA AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 repealing an ordinance passed by the City Council on July 24, 1991, page 3987 of the Council Journal of Proceedings, requesting the erection of a traffic closure sign in the alley behind 6520 -- 6526 North California Avenue, from 11:45 A.M. to 12:15 P.M. and from 3:00 P.M. to 3:15 P.M., on all school days. This ordinance was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 an ordinance passed by the City Council on July 24, 1991, printed on page 3987 of the Journal of Proceedings of said date, for the erection of a traffic closure sign in the alley behind 6520 -- 6526 North California Avenue, from 11:45 A.M. to 12:15 P.M. and from 3:00 P.M. to 3:15 P.M. on all school days (91-0404), be and the same is hereby repealed.

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Mr. Angelo Anastasof.

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 Angelo Anastasof, 3246 South Princeton Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 3255 South Shields Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication. This ordinance expires December 31, 1994.

Mr. Michael Bertucci.

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 Michael Bertucci, 3226 South Princeton Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 3239 -- 3243 South Princeton Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication. This ordinance expires December 31, 1994.

B & S Auto Rebuilders.
(Mr. Benedykt Zachara)

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 Benedykt Zachara of B & S Auto Rebuilders, 3513 North Cicero Avenue, Chicago, Illinois, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 3513 North Cicero Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Marton Sass Architects.

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 Marton Sass Architects of 901 West Huron Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities at 6300 South Richmond Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Mr. Robert O'Malley.

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 Robert O'Malley, 3509 South Union Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 3501 South Union Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication. This ordinance expires December 31, 1994.

Piekarz & Associates.

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 Piekarz & Associates of 3329 North Hamilton Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility located at 2940 North Lakewood Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Mr. Jerry Rosenbaum.

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 Jerry Rosenbaum of 1313 South 48th Court, Cicero, Illinois 60650 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at 2851 -- 2853 West 59th Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Senior Lifestyle Corporation.

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 Senior Lifestyle Corporation, 3244 West 59th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities for 3244 West 59th Street.

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

Ms. Justine Thomas.

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 Justine Thomas, 3550 South Lowe Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 3451 South Wallace Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication. This ordinance expires December 31, 1994.

Mr. James Yamamoto.

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 James Yamamoto of 19 East Ohio Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at 2901 -- 2905 West 63rd Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

STANDARDIZATION OF PORTION OF NORTH ORLEANS STREET AS "REVEREND M. E. ALEXANDER WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 take the actions necessary to honorarily designate North Orleans Street, from West Oak Street to West Walton Street as "Reverend M. E. Alexander Way". This ordinance was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of North Orleans Street, between West Oak Street and West Walton Street as "Reverend M. E. Alexander Way".

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

STANDARDIZATION OF PORTION OF WEST 34TH STREET AS "JOHN P. CARMICHAEL WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 take the actions necessary to honorarily designate West 34th Street, from South Wells Street to South Shields Avenue as "John P. Carmichael Way". This ordinance was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 authorizing the erection of honorary street-name signs, the Commissioner of Transportation shall take the actions necessary to honorarily designate West 34th Street, from South Wells Street to South Shields Avenue as "John P. Carmichael Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

STANDARDIZATION OF PORTION OF WEST MADISON STREET AS "MICHAEL JORDAN DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 take the actions necessary to honorarily designate West Madison Street, from South Wood Street to South Damen Avenue as "Michael Jordan Drive." This original ordinance was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to an ordinance passed by the City Council, December 3, 1984, and appearing on pages 11459 and 11460 of the Journal of Proceedings of the City Council of that date, authorizing erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of West Madison Street, between South Wood Street and South Damen Avenue as "Michael Jordan Drive".

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

STANDARDIZATION OF PORTION OF WEST 64TH STREET AS "MOUNT OLIVE BAPTIST DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 take the actions necessary to honorarily designate West 64th Street, from South Ashland Avenue to South Damen Avenue as "Mount Olive Baptist Drive". This ordinance was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Mount Olive Missionary Baptist Church was established on Chicago's southwest side in 1944, and in the past fifty years has become a towering influence in its grateful neighborhood; and

WHEREAS, The Mount Olive Missionary Baptist Church has steadily progressed and prospered, and has grown in its Golden Jubilee Year into a large congregation which reaches out to its community through numerous programs and ministries; and

WHEREAS, The leaders of this great City are cognizant of the importance of our outstanding religious institutions; now, therefore,

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

SECTION 1. That pursuant to an ordinance passed by the City Council December 3, 1984, and appearing on pages 11459 and 11460 of the Journal of Proceedings of the City Council of that date, authorizing erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of West 64th Street, from South Ashland Avenue to South Damen Avenue as "Mount Olive Baptist Drive".

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

AUTHORIZATION TO STANDARDIZE PORTION OF NORTH CAMPBELL AVENUE AS "SAINT MARK DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 take the actions necessary to honorarily designate North Campbell Avenue, from West Division Street to West Augusta Boulevard as "Saint Mark Drive". This ordinance was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 an ordinance heretofore passed by the City Council which authorized the erection of honorary street name signs, the Commissioner of Transportation is hereby authorized and directed to take the necessary action for standardization of North Campbell Avenue, between West Division Street and West Augusta Boulevard as "Saint Mark Drive".

SECTION 2. This ordinance shall take effect upon its passage and publication.

HONORARY DESIGNATION OF PORTION OF NORTH KEDZIE AVENUE AS "MEL G. THILLENS AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* a proposed ordinance introduced by The Honorable Richard M. Daley, Mayor, in conjunction with the Alderman of the 50th Ward, authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate North Kedzie Avenue from West Devon Avenue to West Pratt Avenue as "Mel G. Thillens Avenue". This ordinance was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council of the City of Chicago which authorized erection of honorary street name signs, the Commissioner of Transportation is hereby directed to take the necessary action to confer the honorary designation "Mel G. Thillens Avenue" on North Kedzie Avenue, from West Devon Avenue to West Pratt Avenue, and to erect appropriate signs indicating this designation.

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

CONSIDERATION TO HONORARILY DESIGNATE PORTION OF EAST 33RD STREET AS "CAPTAIN EARNEST A. GRIFFIN BOULEVARD".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 take the actions necessary to honorarily designate East 33rd Street, from South Dr. Martin Luther King, Jr. Drive to South Giles Avenue as "Captain Earnest A. Griffin Boulevard". This order was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 is hereby authorized and directed to give consideration to honorarily designate East 33rd Street, from South Dr. Martin Luther King, Jr. Drive to South Giles Avenue, memorializing the street as "Captain Earnest A. Griffin Boulevard".

CONSIDERATION TO HONORARILY DESIGNATE PORTION OF WEST 16TH STREET AS "REVEREND CLIFTON MARSHALL STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 take the actions necessary to honorarily designate West 16th Street, from South Pulaski Road to South Kostner Avenue as "Reverend Clifton Marshall Street". This order was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 is hereby authorized and directed to give consideration to honorarily designate West 16th Street, from South Pulaski Road to South Kostner Avenue, memorializing the street to "Reverend Clifton Marshall Street".

CONSIDERATION TO HONORARILY DESIGNATE PORTION OF SOUTH MAYFIELD AVENUE AS "PETE ROCCO DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 take the actions necessary to honorarily designate South Mayfield Avenue, from West Railroad Avenue to West Roosevelt Road as "Pete Rocco Drive". This order was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 is hereby authorized and directed to give consideration to honorarily designate South Mayfield Avenue, from West Railroad Avenue to West Roosevelt Road, memorializing the street to "Pete Rocco Drive".

REPEAL OF ORDINANCE WHICH HONORARILY DESIGNATED PORTION OF WEST 33RD STREET AS "CAPTAIN ERNEST A. GRIFFIN PLACE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 28, 1994.

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 to repeal an ordinance originally passed by the City Council on June 23, 1993, printed on page 34548 of the Council Journal of Proceedings, honorarily designating East 33rd Street, from South Dr. Martin Luther King, Jr. Drive to South Calumet Avenue as "Captain Ernest A. Griffin Place". This ordinance was referred to the committee on February 9, 1994.

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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 an ordinance passed by the City Council on June 23, 1993, printed on page 34548 of the Journal of Proceedings of said date, establishing an honorary street on portion of the designated street, be and the same is hereby amended by striking therefrom, the following:

"East 33rd Street	From South Dr. Martin Luther King, Jr. Drive to South Calumet Avenue, memorializing the street 'Captain Ernest A. Griffin Place' ".

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

COMMITTEE ON ZONING.

APPOINTMENT OF MR. PAUL WOZNICKI AS ZONING ADMINISTRATOR.

The Committee on Zoning submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 1994, 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. Also approved was an application for an exception for 3401 West 38th Street. I would also beg leave to recommend the appointment of Mr. Paul Woznicki as Zoning Administrator for the Department of Zoning.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their corrected form. The application numbers are 11188, 11141, 11115, 11175, 11207, 11178, 11204, 11191, 11202, 11198 and A-3120.

Application Number 11205 was voted unanimously do not pass.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published, with the exception of Application Number MA-26 regarding the appointment of Mr. Paul Woznicki, Application Numbers 11207, 11188, and the one exception for 3401 West 38th Street for which I request immediate passage 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 Mr. Paul Woznicki as Zoning Administrator was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

APPROVAL OF ZONING EXCEPTION FOR CHANGE OF LICENSEE AND CONTINUED OPERATION OF TAVERN AT 3258 SOUTH PRINCETON AVENUE.

The Committee on Zoning submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on Monday, February 28, 1994, 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 approval of one exception for 3258 South Princeton Avenue.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published with one exception for 3258 South Princeton Avenue, for which I recommend immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Jimbo's, Inc., doing business as Jimbo's, Joyce Levato, President and Joseph Levato, Secretary, as Licensee, filed on February 16, 1994 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 R4 General Residence District, on premises at 3258 South Princeton Avenue; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered February 7, 1994 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 R4 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 R4 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 license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern 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 3258 South Princeton 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, Jimbo's, Inc., Joyce Levato, President and Joseph Levato, Secretary, 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.

APPROVAL OF ZONING EXCEPTION FOR CHANGE OF LICENSEE AND CONTINUED OPERATION OF TAVERN AT 3401 WEST 38TH STREET.

The Committee on Zoning submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 1994, 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. Also approved was an application for an exception for 3401 West 38th Street. I would also beg leave to recommend the appointment of Mr. Paul Woznicki as Zoning Administrator for the Department of Zoning.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their corrected form. They are Application Numbers 11188, 11141, 11115, 11175, 11207, 11178, 11204, 11191, 11202, 11198 and A-3120.

Application Number 11205 was voted unanimously do not pass.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published, with the exception of Application Numbers MA-26 regarding the appointment of Mr. Paul Woznicki, Application Numbers

11207, 11188 and the one exception for 3401 West 38th Street, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, 38th Street Tap, doing business as "El Divorcio", Filipe Valle (owner), as Licensee, filed on November 18, 1993 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 two-story building, in an R3 General Residence District, on premises at 3401 West 38th Street; and

WHEREAS, The decision of the Office of the Zoning Administrator rendered November 2, 1993 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 two-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 license of an existing tavern located in a residence district; that the existing tavern is to be operated under a new license; that the majority of the tavern patrons come from the local neighborhood and that the continued operation of the tavern at this location is necessary for the public convenience; that the applicant, as the new licensee, proposes to operate the tavern in such a manner to insure that the public health, safety and welfare will be adequately protected; and that the continued operation of the existing tavern will not cause substantial injury to the value of other property in the neighborhood; now, therefore,

Be It Resolved, That the application for an exception is approved for the change of licensee and continued operation of an existing tavern in a two-story building, on premises at 3401 West 38th Street, 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, as 38th Street Tap, doing business as "El Divorcio", Filipe Valle (owner), 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.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREAS SHOWN ON MAP NUMBERS 2-E AND 15-K.

The Committee on Zoning submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on Monday, February 23, 1994, 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. Also approved was an application for an exception for 3401 West 38th Street. I would also beg leave to recommend the appointment of Mr. Paul Woznicki as Zoning Administrator for the Department of Zoning.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their corrected form. The application numbers are 11188, 11141, 11115, 11175, 11207, 11178, 11204, 11191, 11202, 11198 and A-3120.

Application Number 11205 was voted unanimously do not pass.

At this time, I, along with Alderman Ed Smith, move that this report be deferred and published, with the exception of Application Number MA-26 regarding the appointment of Mr. Paul Woznicki, Application Numbers 11207, 11188 and the one exception for 3401 West 38th Street, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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 2-E.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-6 Restricted Central Business District symbols and indications as shown on Map No. 2-E in the area bounded by:

a line 80.61 feet north of East 11th Street; South Holden Court; East 11th Street; and South State Street,

to those of a C1-4 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 15-K.
(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. 15-K within the following area:

the area bounded on the south by a line lying 335.618 feet north of the north line of West Victoria Street; on the east by the west line of North Pulaski Road; on the west by a line lying 802.70 feet west of the west line of North Pulaski Road; and on the north partly by a line 357.618 feet north of the north line of West Victoria Street, partly by a line 376.118 feet north of the north line of West Victoria Street, partly by a line 395.618 feet north of the north line of West Victoria Street and partly by a line 462.918 feet north of the north line of West Victoria Street,

to those of an M2-1 General Manufacturing District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the M2-1 General Manufacturing District symbols and indications as shown on Map No. 15-K within the following area:

the area bounded on the south by the north line of West Victoria Street; on the east by the west line of North Pulaski Road; on the west partly by a line lying 884.14 feet west of the west line of North Pulaski Road and partly by a line lying 802.70 feet west of the west line of North Pulaski Road; and on the north partly by a line 335.618 feet north of the north line of West Victoria Street, partly by a line 357.618 feet north of the north line of West Victoria Street, partly by a line 376.118 feet north of the north line of West Victoria Street, partly by a line 395.618 feet north of the north line of West Victoria Street and partly by a line 462.918 feet north of the north line line of West Victoria Street,

to those of a Manufacturing Planned Development, subject to the terms as set forth in the Plan of Development attached hereto and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Manufacturing Planned Development

For

5724 -- 5800 North Pulaski Road And
4100 West Victoria Street,
Chicago, Illinois.

(American Labelmark Company)

Plan Of Development Statements.

1. The area delineated herein as Manufacturing Planned Development (the "Planned Development") consists of approximately 7.9 acres of property which is depicted on the attached Property Line and Boundary Map (the "Property") and is owned or controlled by the Applicant, American Labelmark Company, a Delaware corporation. The Applicant is the owner of the property at 4100 West Victoria Street, Chicago, Illinois, and is the contract purchaser of the properties at 5800 North Pulaski Road, Chicago, Illinois, and 5724 North Pulaski Road, Chicago, Illinois, and has the authority to act on behalf of the owners/sellers of such parcels.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.

Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council. In accordance with the foregoing, the Applicant shall be requesting a curb cut on North Pulaski Road, as indicated on the Site Plan.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or control or single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors. Nothing herein shall be construed to mean that any individual owner of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of sixteen (16) statements; an Existing Zoning Map; a Property Line Map; an Existing Land Use Area Map; a Landscape Plan prepared by ILT Company, Inc., dated January 4, 1994; and a Site Plan and Elevation Plans prepared by Thelander Nelson and Associates, Inc., dated January 4, 1994.

Full size sets of the Landscape Plan, Site Plan and Elevation Plans are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other zoning controls shall apply. The Planned

Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municpal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as the "Planned Development", subject to the conditions of this Planned Development: manufacturing, warehousing, storage and wholesale distribution of industrial and commercial products and equipment, with associated office use and product display, and parking.

6. Business Identification signs shall be permitted within the Planned Development subject to the review and approval of the Commissioner of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning and Development. Advertising billboards, electronic message boards and flashing signs shall be prohibited.

7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development and the Site Plan submitted herewith, subject to the review of the Departments of Transportation and Traffic, and the Department of Planning and Development. The minimum number of off-street parking spaces shall be determined in accordance with the attached Table of Use and Bulk Regulations. A minimum of 2% of all parking spaces shall be designated for the handicapped.

8. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction, and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations and the Department of Planning and Development.

9. Conditioned upon receipt of the requisite permits and approvals, the Applicant shall provide a twenty-five (25) foot wide driveway to and from North Pulaski Road on the north side of the building at 5724 North Pulaski Road. Its primary purpose will be to serve as a visitors' parking lot.

Extending west from the visitors' parking lot will be a twelve (12) foot wide access road, which will be one-way in a direction to be agreed upon by the Applicant and the Department of Transportation.

This access road shall not be used by employees of the Applicant during shift changes to circumvent the intersection at North Pulaski Road and West Victoria Street. In addition, the Applicant shall close off the access drive with control gates during shift change periods if the Chicago Department of Transportation determines that this is necessary at any future date in order to prevent unacceptable levels of traffic congestion at the intersection of the driveway with North Pulaski Road. The Applicant will post appropriate signage on this driveway indicating the direction of traffic flow and, if necessary, informing the motorists of its limited access.

10. Conditioned upon receipt of the requisite permits and approvals, the Applicant, at its expense, shall upgrade the existing three-way traffic signalization at the intersection of North Pulaski Road and West Ardmore Avenue to a four-way traffic signalization taking into account the new access driveway described in paragraph 9 above.

11. Conditioned upon receipt of the requisite permits and approvals, the Applicant, at its expense, shall relocate a fire hydrant currently located on the west side of North Pulaski Road at West Ardmore Avenue.

12. Height restrictions of any building or any appurtenance thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:

(A) Heights limitations as certified and approved by the Federal Aviation Administration; and

(B) Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

13. The improvements of the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Landscape Plan, the Site Plan and the Elevation Plans attached hereto, and the provisions of the Chicago Zoning Ordinance. If any of the mature trees located at or near the north property line die, the Applicant will replace them with new trees of at least 2½ inch caliper.

14. The terms, conditions and exhibits of this Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature

of the development of the Property contemplated herein and will not result in increasing the maximum floor area ratio for the total net site area in this Planned Development. Any such modification shall be deemed a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

15. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all building additions located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

16. Unless substantial construction has commenced within ten (10) years following adoption of this Planned Development and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to that of an M2-1 General Manufacturing District and an R3 General Residence District to the extent they were so classified prior to enactment of this Planned Development.

[Existing Zoning Map, Property Line Map, Existing Land Use Area Map, Landscape Plan, Site Plan and Elevation Plans attached to this Plan of Development printed on pages 46441 through 46447 of this Journal.]

Table of Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Manufacturing Planned Development.
(American Labelmark Company)

Use And Bulk Regulations And Related Controls.

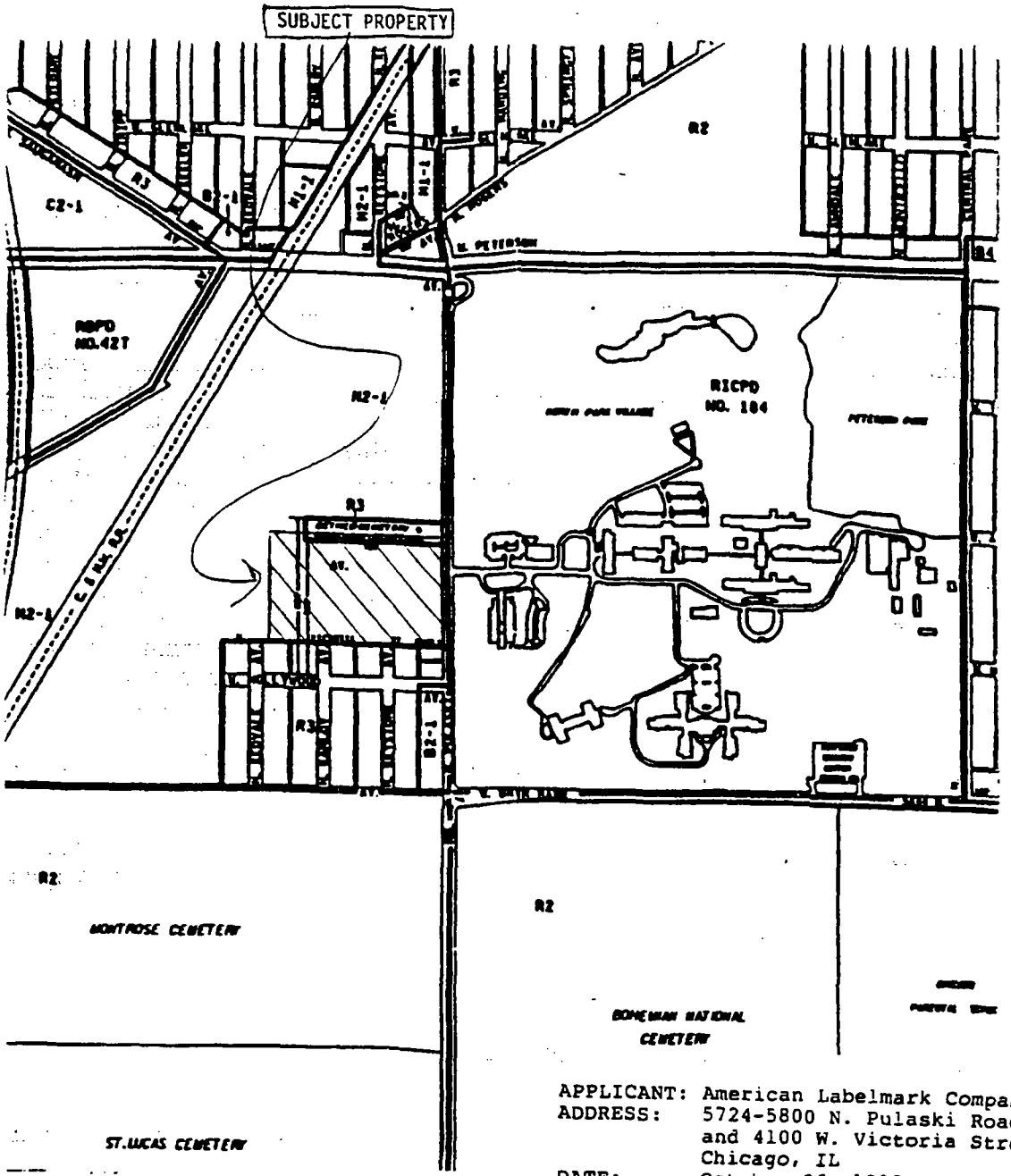
Area of Site:	344,014 square feet (7.9 acres).
Maximum Floor Area Ratio:	0.54.
Maximum Percentage of Site Coverage:	In accordance with Site Plan.
Minimum Required Building Setbacks:	In accordance with Site Plan.
Maximum Building Height:	20 feet -- existing buildings 24 feet -- additions.
Minimum Number of Off-Street Parking Spaces:	274 (including 8 handicapped spaces).
Minimum Number of Off-Street Loading Berths:	8.

Action Deferred -- AMENDMENT OF TITLE 17, SECTIONS 5-15, 11.7-4 AND 11.7A-3 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) CONCERNING PROCEDURES, LAND USE FACTORS AND PERMITTED VARIATIONS AND EXCEPTIONS FOR AMENDMENT TO SPECIAL SUPPLEMENTAL ZONING REGULATIONS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

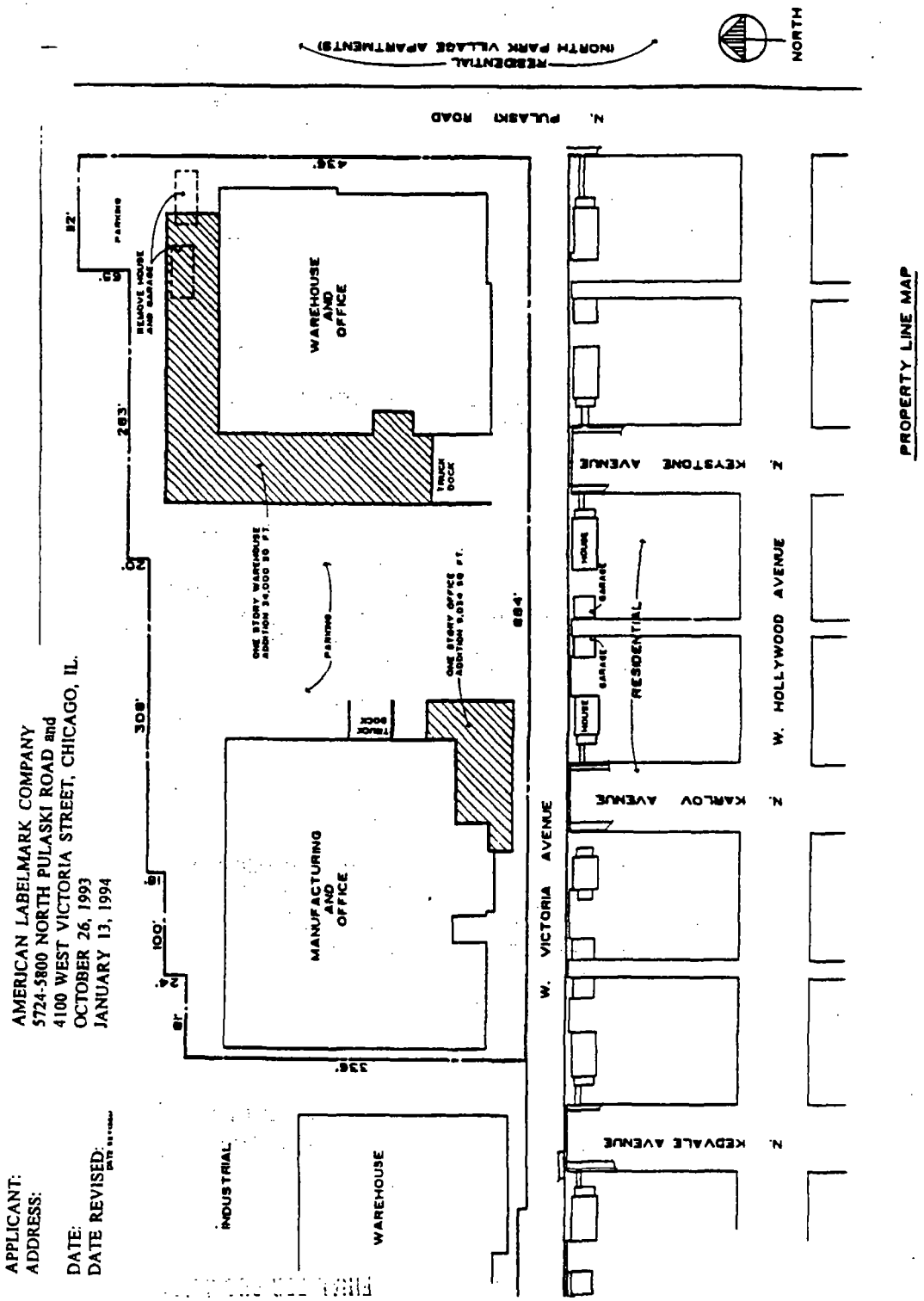
(Continued on page 46448)

Existing Zoning Map.

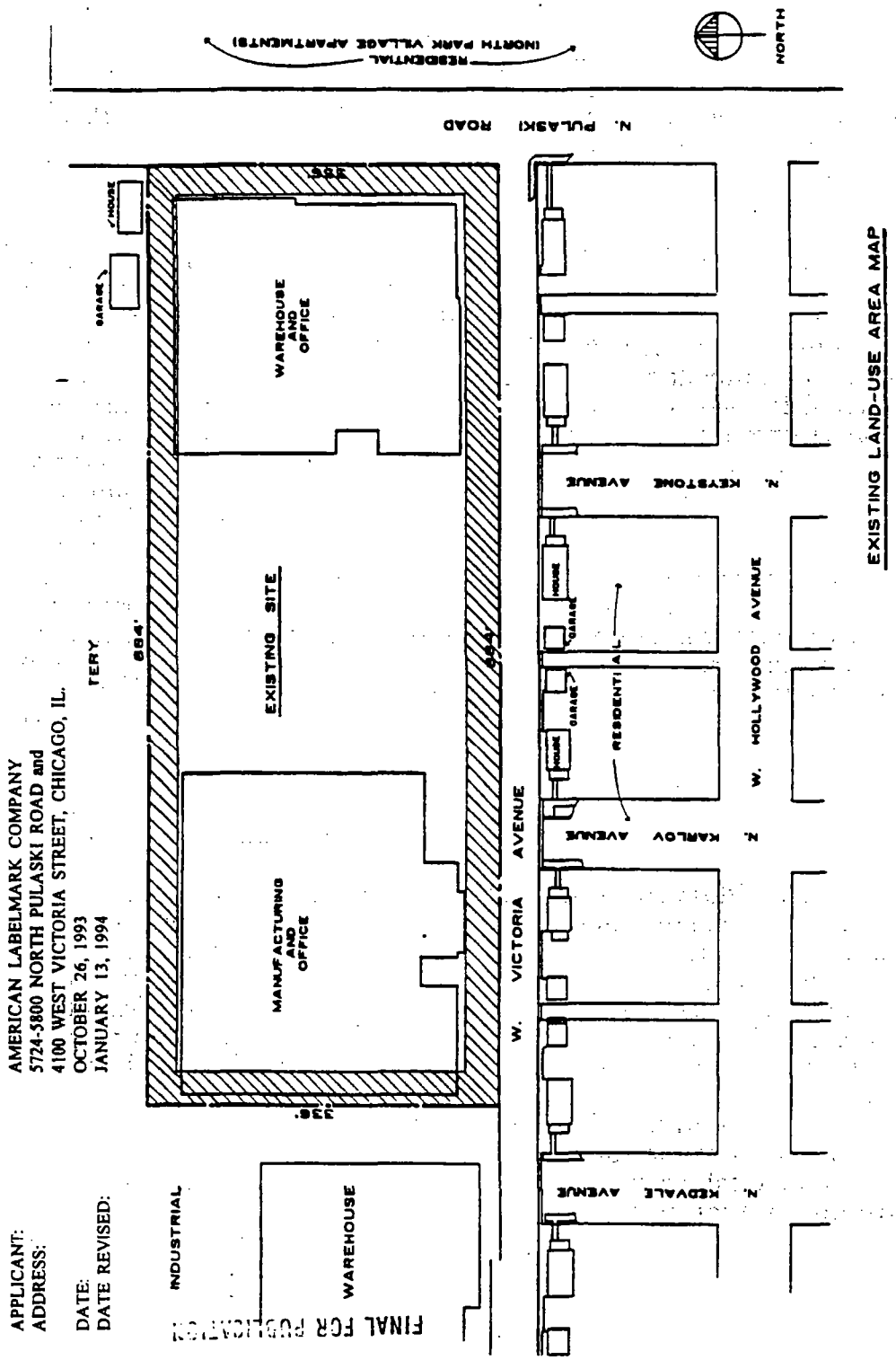


APPLICANT: American Labelmark Company
ADDRESS: 5724-5800 N. Pulaski Road and 4100 W. Victoria Stree Chicago, IL
DATE: October 26, 1993
DATE REVISED: January 13, 1994

Property Line Map.

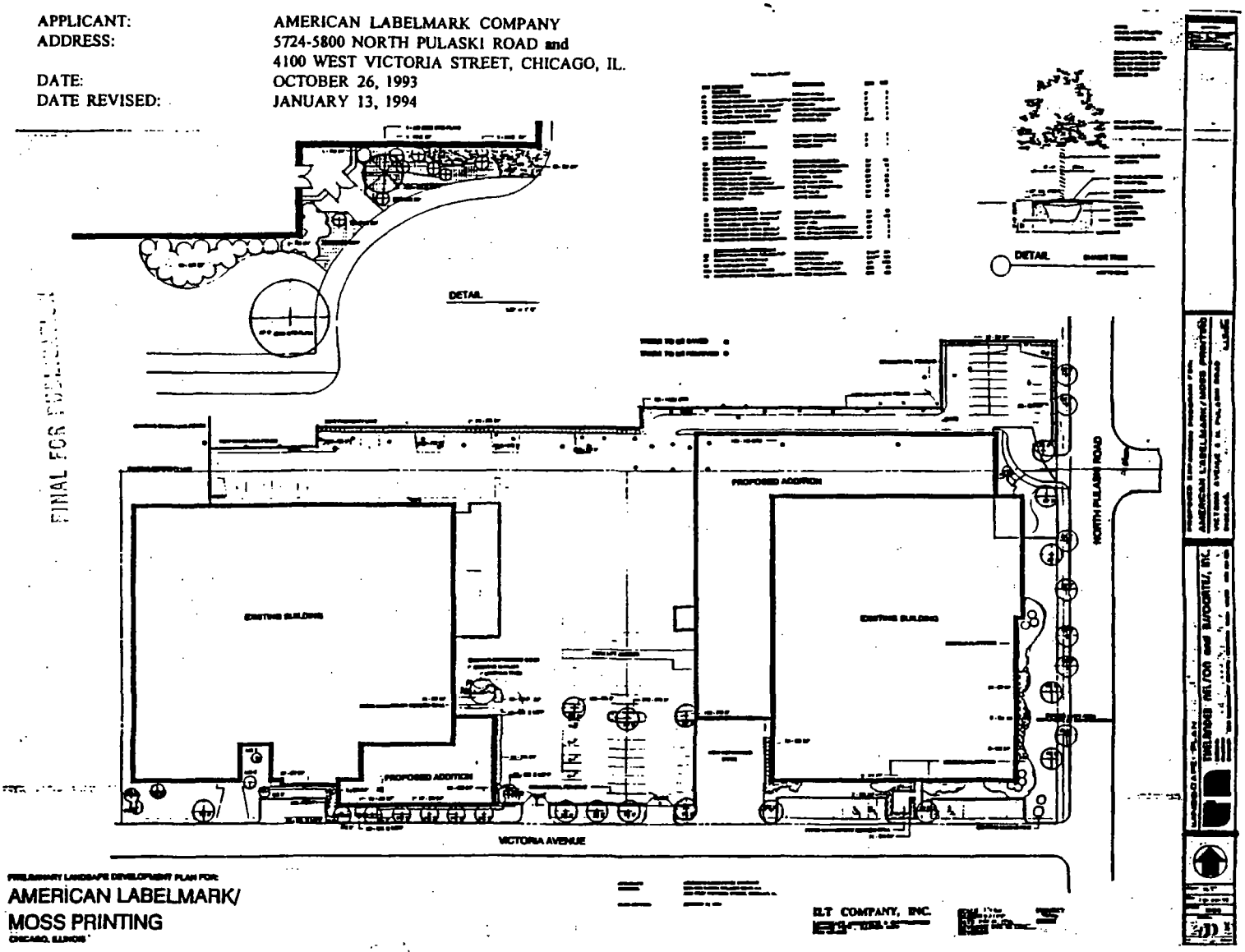


Existing Land Use Area Map.



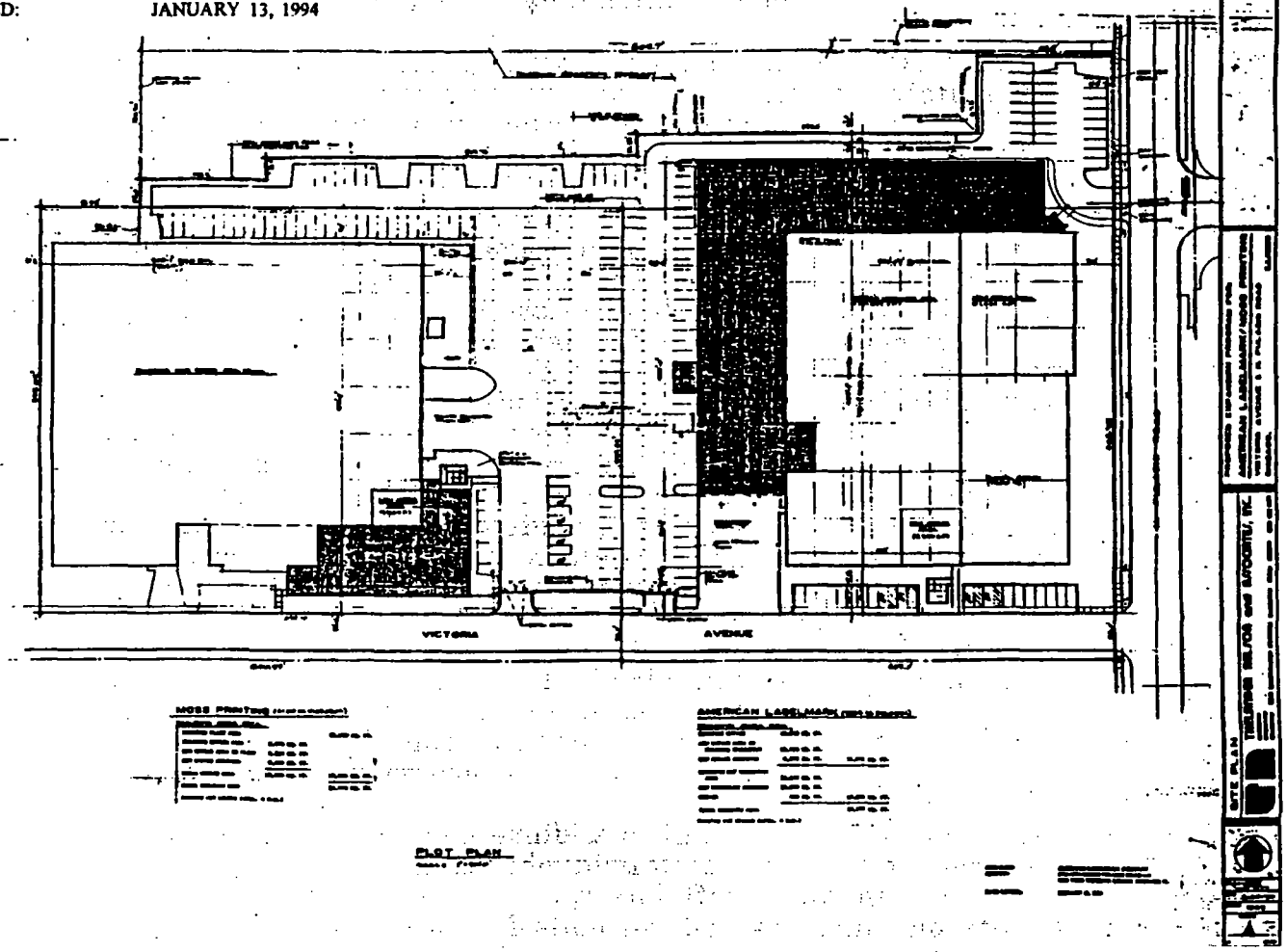
Landscape Plan.

APPLICANT: AMERICAN LABELMARK COMPANY
ADDRESS: 5724-5800 NORTH PULASKI ROAD and 4100 WEST VICTORIA STREET, CHICAGO, IL.
DATE: OCTOBER 26, 1993
DATE REVISED: JANUARY 13, 1994



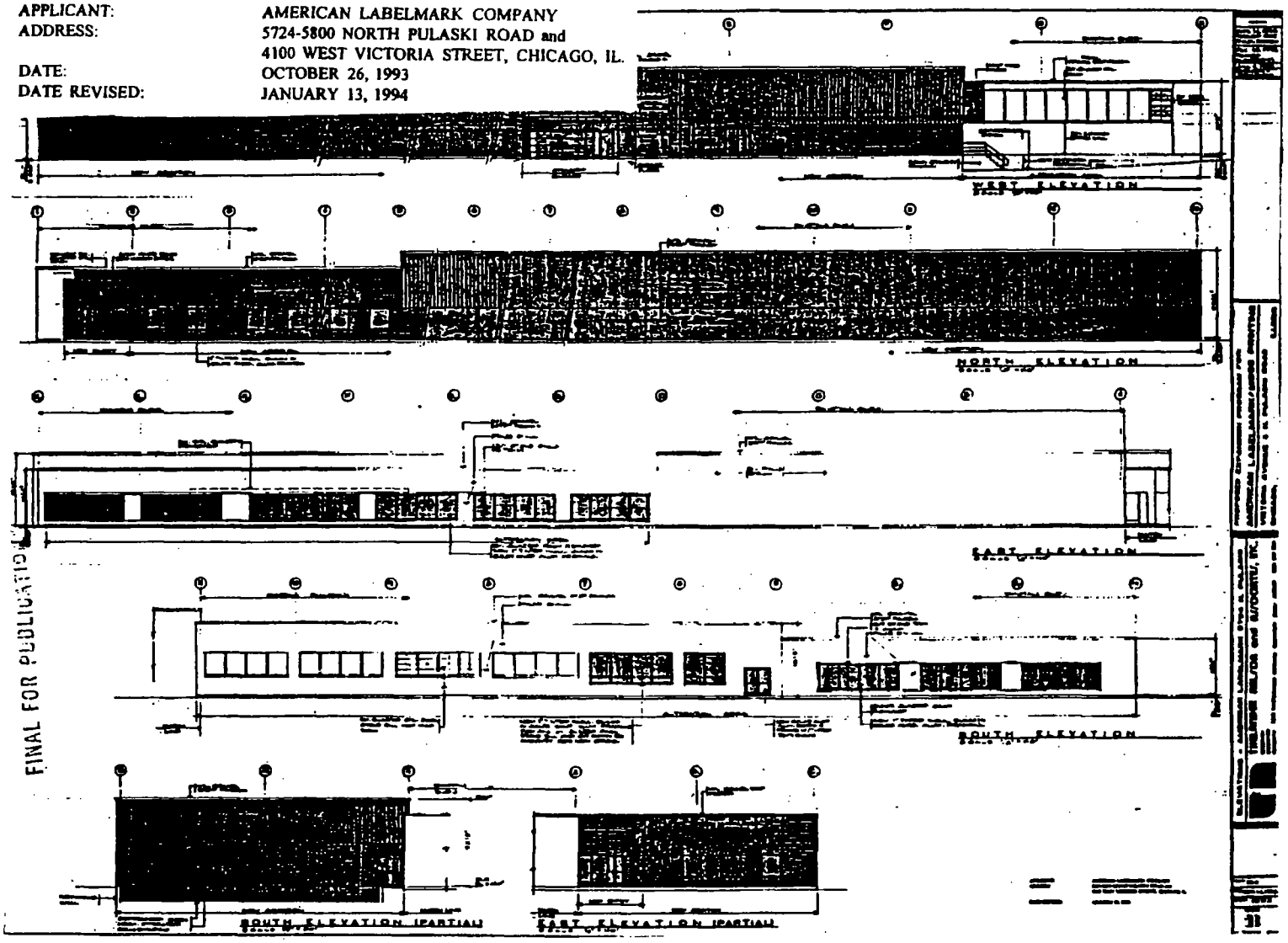
Site Plan.

APPLICANT: AMERICAN LABELMARK COMPANY
ADDRESS: 5724-5800 NORTH PULASKI ROAD and 4100 WEST VICTORIA STREET, CHICAGO, IL.
DATE: OCTOBER 26, 1993
DATE REVISED: JANUARY 13, 1994



Elevation Plans.
(1 of 2)

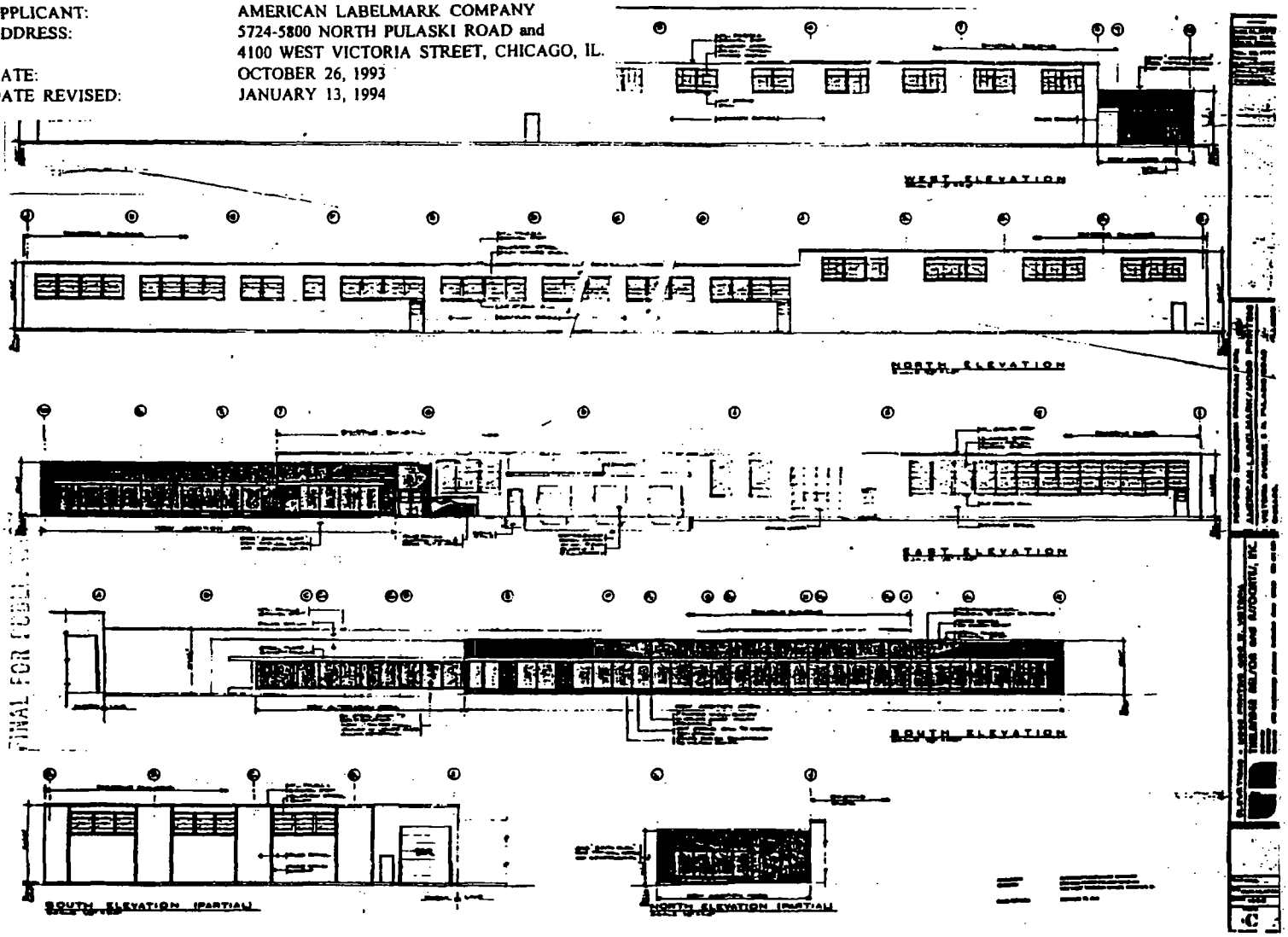
APPLICANT: AMERICAN LABELMARK COMPANY
ADDRESS: 5724-5800 NORTH PULASKI ROAD and
4100 WEST VICTORIA STREET, CHICAGO, IL.
DATE: OCTOBER 26, 1993
DATE REVISED: JANUARY 13, 1994



Elevation Plans.
(2 of 2)

APPLICANT: AMERICAN LABELMARK COMPANY
ADDRESS: 5724-5800 NORTH PULASKI ROAD and
4100 WEST VICTORIA STREET, CHICAGO, IL.

DATE: OCTOBER 26, 1993
DATE REVISED: JANUARY 13, 1994



(Continued from page 46440)

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 1994, 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. Also, approved was an application for an exception for 3401 West 38th Street. I would also beg leave to recommend the appointment of Mr. Paul Woznicki as Zoning Administrator for the Department of Zoning.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their corrected form. The application numbers are 11188, 11141, 11115, 11175, 11207, 11178, 11204, 11191, 11202, 11198 and A-3120.

Application Number 11205 was voted unanimously do not pass.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published, with the exception of Application Number MA-26 regarding the appointment of Mr. Paul Woznicki, Application Numbers 11207, 11188, and the one exception for 3401 West 38th Street for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 5.15 by inserting the language in italics and by deleting the language in brackets, as follows:

5.15

Special District Amendments.

5.15-1 Purpose.

The purpose of this section is to establish a process for amending the zoning ordinance to establish supplemental zoning regulations for certain established neighborhood residential and business areas within the City which have unique cultural, historic and physical characteristics that contribute positively to the City's diversity and livability. Special supplemental zoning regulations are intended to reduce conflicts between new construction and existing development, encourage City beautification and conserve the character of the City's unique established areas.

5.15-2 Effect.

Special district regulations function as supplemental zoning requirements that apply in addition to existing zoning regulations. All existing zoning regulations shall apply except those which conflict with regulations imposed for a particular special district. In case of conflict between special district regulations and existing, underlying zoning district regulations, the special district regulations shall govern.

5.15-3 Minimum Requirements.

An area shall be eligible for designation as a special district after a recommendation by the City Council Committee on Zoning if it is at the time an application is filed within the R1 through R4 Residence District or B1 through B4 Business District classifications and contains at least *four (4)* [two (2)] contiguous [and no more than ten (10)] acres compactly configured and contiguous except for separation by a public way or railroad right-of-way.

5.15-4 Procedure For Creation Of Special District.

(a) *Initiation of Special District Amendment.* An amendment to create a special district shall be proposed and processed under the provisions of Section 11.9, except to the extent that this section imposes additional requirements.

(b) *Application Requirements.* An application for an amendment to create a special district shall be filed and notice given in the same manner as for other amendments under Sections 11.9-3 and 11.9-3.1 *except that whenever the applicant is a member of the City Council or the*

Commissioner of Planning and Development, notice may be served by first-class mail. Provided, however, that 1) upon receipt of any such application, the Zoning Administrator shall transmit an original copy without delay to the Chairman of the City Council Committee on Zoning *and to the Department of Planning and Development*; and 2) in addition to the persons to whom written notice must be provided under Section[s] 11.9-3.1 [and 11.9-6], written notice of the filing of the application[,] *and* of the community hearing provided for in Section 5.15-4(c) [and the public hearing provided for in Section 11.9-5] shall also be [forwarded, by certified or registered mail return-receipt requested], *sent* to the owners of property within the proposed special district, as determined from the authentic tax records of Cook County. The application shall address the factors to be considered by the [Mayor and the] City Council in determining whether the particular area qualifies as a special district.

(c) *Community Meeting and Report.* Before a public hearing is held by the City Council Committee on Zoning, as provided for in Section 11.9-4, to consider recommending the designation of any area as a special district, *the Department of Planning Development* [Chairman of the Committee on Zoning or his designee] shall hold at least one public meeting in the ward in which the proposed district is located for the purpose of explaining the proposal, soliciting comments on it, and making findings regarding the factors listed in Section 5.15-5. The *Department of Planning and Development* [Chairman] shall notify the alderman of the ward in writing of the time, place and purpose of the meeting and shall also publish notice of the same in a newspaper of general circulation within the ward. The *Department of Planning and Development* [Chairman] shall submit a written report and recommendation on the proposed Special District Amendment to the Committee on Zoning prior to the date scheduled for a formal public hearing before that Committee. [Failure to make such a recommendation shall be deemed to be a finding that the conditions necessary to justify adoption of a special district do not exist.]

5.15-5 Factors To Be Considered.

In reviewing an application for a Special District amendment filed pursuant to Section 5.15, the City Council Committee on Zoning shall give consideration to the following factors:

(a) Whether the property within the proposed special district was classified at the time of the filing of the application with the R1 through R4 Residence Districts or the B1 through B4 Business Districts;

(b) Whether the proposed boundaries delineate a reasonably compact and contiguous area of at least four (4) [two (2)] acres [and not greater than ten (10) acres in size];

(c) Whether unique [zoning, platting or building] *land use* characteristics predominate throughout the proposed district, including unique: uses, floor area ratios, [maximum] number of dwelling units, *number of buildings on a zoning lot,* lot size, lot coverage, yards or setbacks, minimum street frontage, building entrances, building orientation, building height, exterior building materials and design, *layout of public ways,* vehicular and pedestrian circulation patterns, amount or location of parking and loading or other unique zoning, platting or development features;

(d) Whether the existing zoning of the property would allow new development that is inconsistent with the unique characteristics within the proposed district;

(e) The area's importance to the City's heritage or identity, whether comprehensive plans exist for the area and the nature of recent and planned public and private investment within the area;

(f) Whether supplemental special district regulations are needed to maintain the stability and unique character of the area or to promote development that is consistent with any adopted comprehensive plans or design guidelines for the area; and

, (g) The proportion of land within the proposed district that would become nonconforming if the Special District amendment were approved.

5.15-6 Variations/Exceptions.

Within any established special district, any applicant may seek exceptions or variations from the special district regulations, pursuant to the general exception or variation procedures set forth in the Chicago Zoning Ordinance, or variations in the nature of special uses, as authorized by existing or special district regulations, pursuant to the general procedures set forth in the Chicago Zoning Ordinance. In the case where an applicant seeks a variation in the nature of a special use, the applicant shall demonstrate that any proposed use will be compatible with the special district regulations applicable to a particular special district.

SECTION 2. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 11.7-4 by adding the language in italics, as follows:

(15) To permit a variation from the regulations of a Special District.

SECTION 3. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Section 11.7A-3 by adding the language in italics, as follows:

(13) To permit an exception from the regulations of a Special District.

SECTION 4. This ordinance shall be in force and effect thirty (30) days from and after it passage and due publication.

Action Deferred -- AMENDMENT OF TITLE 17, ARTICLE 8, SECTION 8.3-4 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY INCLUDING ART GALLERIES AND ART STUDIOS AS PERMITTED USES WITHIN B4-1 TO B4-5 RESTRICTED SERVICE DISTRICTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 1994, 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. Also approved was an application for an exception for 3401 West 38th Street. I would also beg leave to recommend the appointment of Mr. Paul Woznicki as Zoning Administrator for the Department of Zoning.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their corrected form. The application numbers are 11188, 11141, 11115, 11175, 11207, 11178, 11204, 11191, 11202, 11198 and A-3120.

Application Number 11205 was voted unanimously "Do Not Pass".

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published, with the exception of Application Number MA-26 regarding the appointment of Mr. Paul Woznicki, Application Numbers

11207, 11188, and the one exception for 3401 West 38th Street, for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. That the Municipal Code of Chicago, Title 17, Article 8, Section 8.3-4 be and the same is hereby amended by adding the language in italics, to read as follows:

8.3-4 Permitted Uses -- B4-1 To B4-5 Restricted Service Districts.

* * * * *

(3) *Art Galleries, Art Studios and* Action Rooms.

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

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREA SHOWN ON MAP NUMBER 4-I.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 28, 1994, 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 approval of one exception for 3258 South Princeton Avenue.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published with the exception of one exception for 3258 South Princeton Avenue for which I recommend immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District, R4 General Residence District and R5 General Residence District symbols and indications as shown on Map No. 4-I in the area bounded by:

West 14th Street; South Fairfield Avenue, West Ogden Avenue; and South California Avenue,

to those of an R6 General Residence District and a corresponding use district is hereby established in the area described above.

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, March 2, 1994.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 1994, 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. Also approved was an application for an exception for 3401 West 38th Street. I would also beg leave to recommend the appointment of Mr. Paul Woznicki as Zoning Administrator for the Department of Zoning.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their corrected form. The application numbers are 11188, 11141, 11115, 11175, 11207, 11178, 11204, 11191, 11202, 11198 and A-3120.

Application Number 11205 was voted unanimously do not pass.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published, with the exception of Application Numbers MA-26 regarding the appointment of Mr. Paul Woznicki, Application Numbers 11207, 11188 and the one exception for 3401 West 38th Street, for which I request immediate passage 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 Numbers 1-H And 2-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-3 Restricted Commercial District symbols and indications as shown on Map Nos. 1-H and 2-H in the area bounded by:

the alley next north of and parallel to West Warren Boulevard; North Damen Avenue; West Madison Street; South Seeley Avenue; the alley next south of and parallel to West Madison Street; South Hoyne Avenue; the alley next south of and parallel to West Madison Street; the alley next west of and parallel to South Hoyne Avenue; a line 180 feet south of West Madison Street; the alley next east of and parallel to South Leavitt Street; the alley next south of and parallel to West Madison Street; the alley next west of and parallel to South Leavitt Street; the alley next north of and parallel to West Monroe Street; the alley next east of and parallel to South Oakley Boulevard; the alley next south of and parallel to West Madison Street; South Oakley Boulevard; North Oakley Boulevard; the alley next north of and parallel to West Madison Street; a line 446 feet west of North Damen Avenue; West Madison Street; a line 356 feet west of North Damen Avenue; the alley next north of and parallel to West Madison Street; a line 206 feet west of North Damen Avenue; West Madison Street; a line 146 feet west of North Damen Avenue; the alley next north of and parallel to West Madison Street; a line 116 feet west of North Damen Avenue; West Warren Boulevard; and a line 72 feet west of North Damen Avenue,

to those of a B3-3 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 1-J in the area bounded by:

West Chicago Avenue; a line 99 feet west of North Sawyer Avenue; the alley next south of and parallel to West Chicago Avenue; and a line 147 feet west of North Sawyer 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 2-E.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-E in the area bounded by:

a line 76.62 feet north of and parallel with East Adams Street; a line 153.91 feet east of and parallel with South State Street; East Adams Street; and South State Street,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Business Planned Development No. _____.

Plan Of Development Statements.

1. The area delineated herein as a Business Planned Development consists of approximately 11,787 square feet (0.27 acres) and is

owned or controlled by the Applicant, American National Bank and Trust Company of Chicago, as Trustee, under Trust Number 116920-01.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of thirteen (13) statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; a Site/Landscape Plan and Elevations Plans, dated February 10, 1994. Full size sets of the Site/Landscape Plan and Elevations Plans are on file with the Department of Planning and Development. The Planned

   Development is applicable to the area delineated hereto and these and no other controls shall apply to the Property. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as "Business Planned Development": general merchandise uses, retail drug stores, food stores, restaurants, department stores, offices, and subject to full compliance with City policy, district cooling facilities. The Applicant agrees to comply with all relevant terms of the forthcoming general policy pertaining to district heating and cooling facilities which is currently being developed by the City of Chicago. The Department or Planning and Development shall not issue any approvals under Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approval") unless and until the Commissioner of the Department of Environment has confirmed the Applicant's compliance with the City's Policy.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Commissioner of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning and Development.

7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations and of the Commissioner of the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation, Bureau of Traffic Operations. The Applicant agrees to pay any costs

associated with the temporary closure of any public streets or alleys that are attributable to the proposed development.

8. Height restriction of any building or any appurtenance thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:

   a. Height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

   b. Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law, and approved by the City Council.

9. For purposes of Floor Area Ratio (F.A.R.) calculation, the definitions in the Chicago Zoning Ordinance shall apply.

10. The improvements in the Property shall be designed, installed and maintained in general conformance with the Site/Landscape Plan and Elevation Plans dated February 10, 1994. The landscaping (including street trees in the adjacent right-of-way) shall be designed and installed in general conformance with the Site/Landscape Plan dated February 10, 1994. The landscaping shall be maintained at all times in accordance with the Site/Landscape Plan and parkway trees shall be installed and maintained in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Furthermore, the Applicant shall not demolish the existing building on the subject property any sooner than twelve (12) months prior to the commencement of construction of the proposed new building. The Applicant further agrees to grade and seed the site on an interim basis if construction of the new building does not commence within one year after demolition of the existing building is completed.

11. The terms, conditions and exhibits of this Planned Development Ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is a minor change that is consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

13. Unless substantial construction has commenced within five (5) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of a B6-7 Restricted Central Business District. The Applicant shall be responsible for maintaining the property in good condition at all times, including times when the cooling facility is not operational. In the event the cooling facility ceases operations for a period of twelve (12) consecutive months and the property is not maintained in good condition, then the Applicant shall be responsible for removing any equipment or distribution pipes associated with the district cooling facility.

[Existing Zoning Map, Property Line and Planned Development Boundary Map, Generalized Land Use Map, Existing Land Use Map, Site/Landscape Plan and Elevation Plans attached to this Plan of Development printed on pages 46463 through 46469 of this Journal.]

Table of Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Business Planned Development No. ____.

Use And Bulk Regulations And Related Controls.

Net Site Area	Description Of Permitted Uses	Maximum Floor Area Ratio	Maximum No. Of Dwelling Units	Maximum Percent Of Site Coverage
Square Feet / Acres				
11,787 / 0.27	See Statement Number 5	9.0	- 0 -	See Approved Site Plan

Gross Site Area, 22,347 square feet (0.51 acres) = Net Site Area, 11,787 square feet (0.27 acres) + Area in Public Right-of-Way, 10,560 square feet (0.24 acres).

Maximum Floor Area Ratio for Total Net Site Area: 9.0.

Maximum Number of Dwelling Units: None permitted.

Minimum Number of Off-Street Parking Spaces: None required.

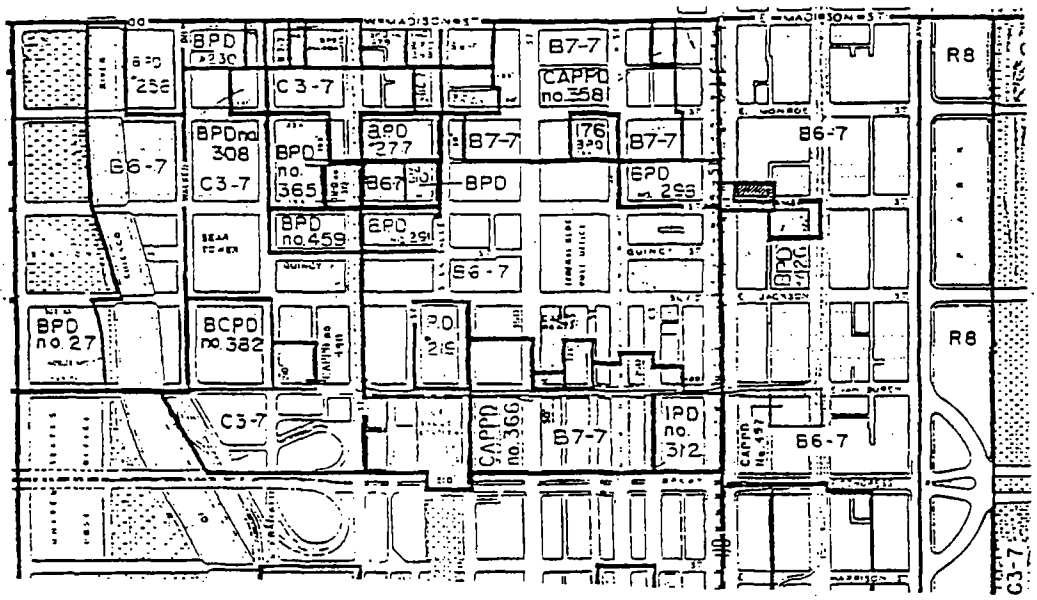
Minimum Number of Off-Street Loading Berths: None required.

Maximum Percent of Site Coverage: In accordance with approved Site Plan.

Minimum Required Building Setbacks: In accordance with approved Site Plan.

Maximum Permitted Building Height: In accordance with approved Elevation Plans.

Existing Zoning Map.



LEGEND:

PLANNED DEVELOPMENT BOUNDARY

SUBJECT PROPERTY

north

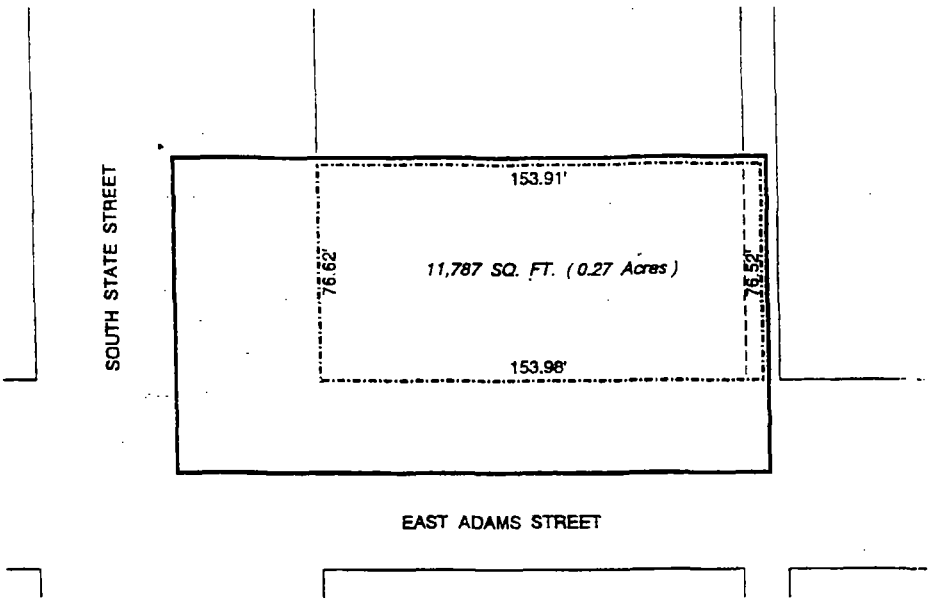
APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as trustee uta No. 116920-01

ADDRESS: 135 - 141 SOUTH STATE STREET
2 - 14 EAST ADAMS STREET

DATE: OCTOBER 6, 1993

REVISED: FEBRUARY 10, 1994

Property Line And Planned Development Boundary Map.



LEGEND:

PLANNED DEVELOPMENT BOUNDARY

153.98' DIMENSIONED PROPERTY LINE

NOTE: No vacations, dedications, or right - of - way adjustments are proposed in this plan.

north

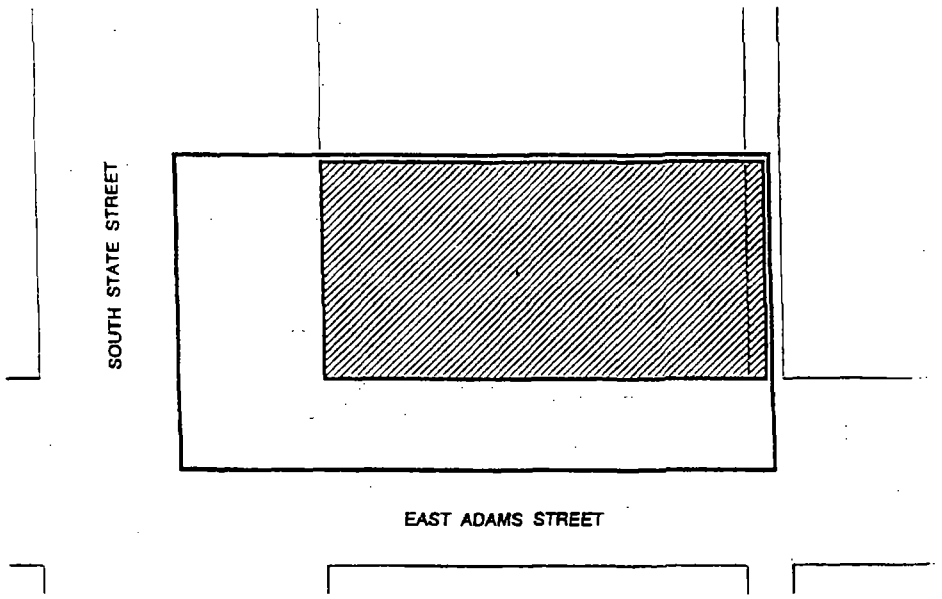
APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as trustee uta No. 116920 - 01

ADDRESS: 135 - 141 SOUTH STATE STREET
2 - 14 EAST ADAMS STREET

DATE: OCTOBER 6, 1993

REVISED: FEBRUARY 10, 1994

Generalized Land Use Map.



LEGEND:

PLANNED DEVELOPMENT BOUNDARY

SUBJECT PROPERTY

NOTE: For detail see Statement No. 5; Use and Bulk Regulations and Related Controls; and approved Site / Landscape Plans and Elevation Plans.

north

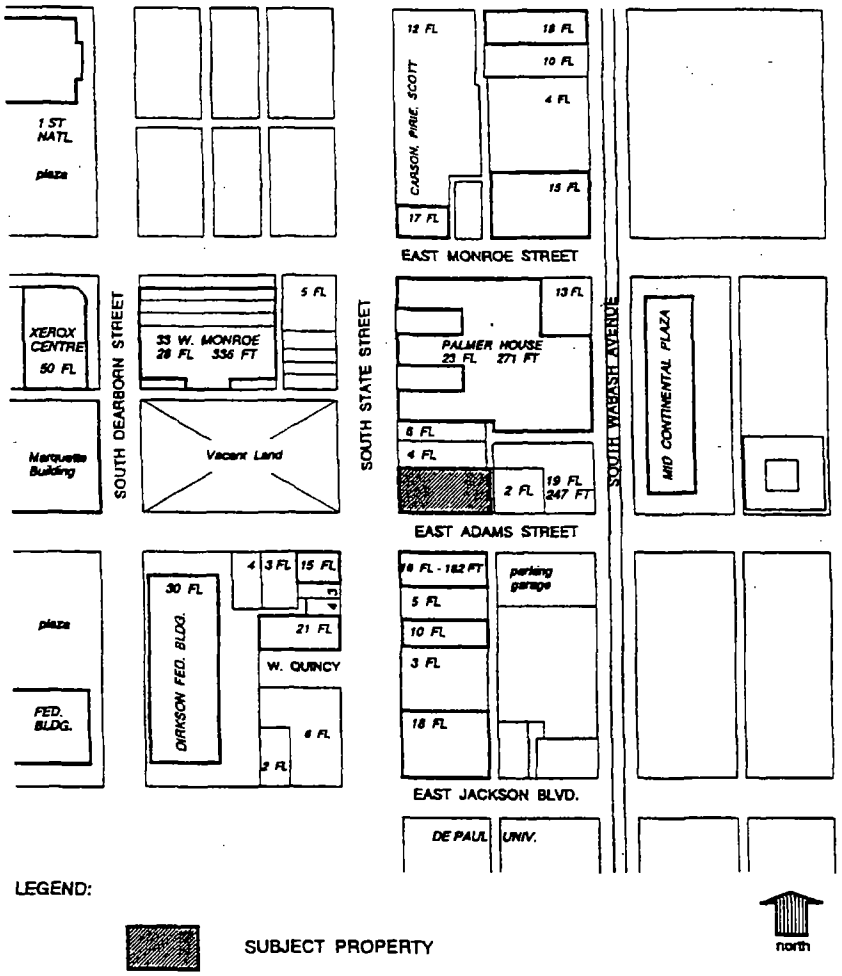
APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as trustee uta No. 116920-01

ADDRESS: 135 - 141 SOUTH STATE STREET
2 - 14 EAST ADAMS STREET

DATE: OCTOBER 6, 1993

REVISED: FEBRUARY 10, 1994

Existing Land Use Map.
(Page 1 of 2)



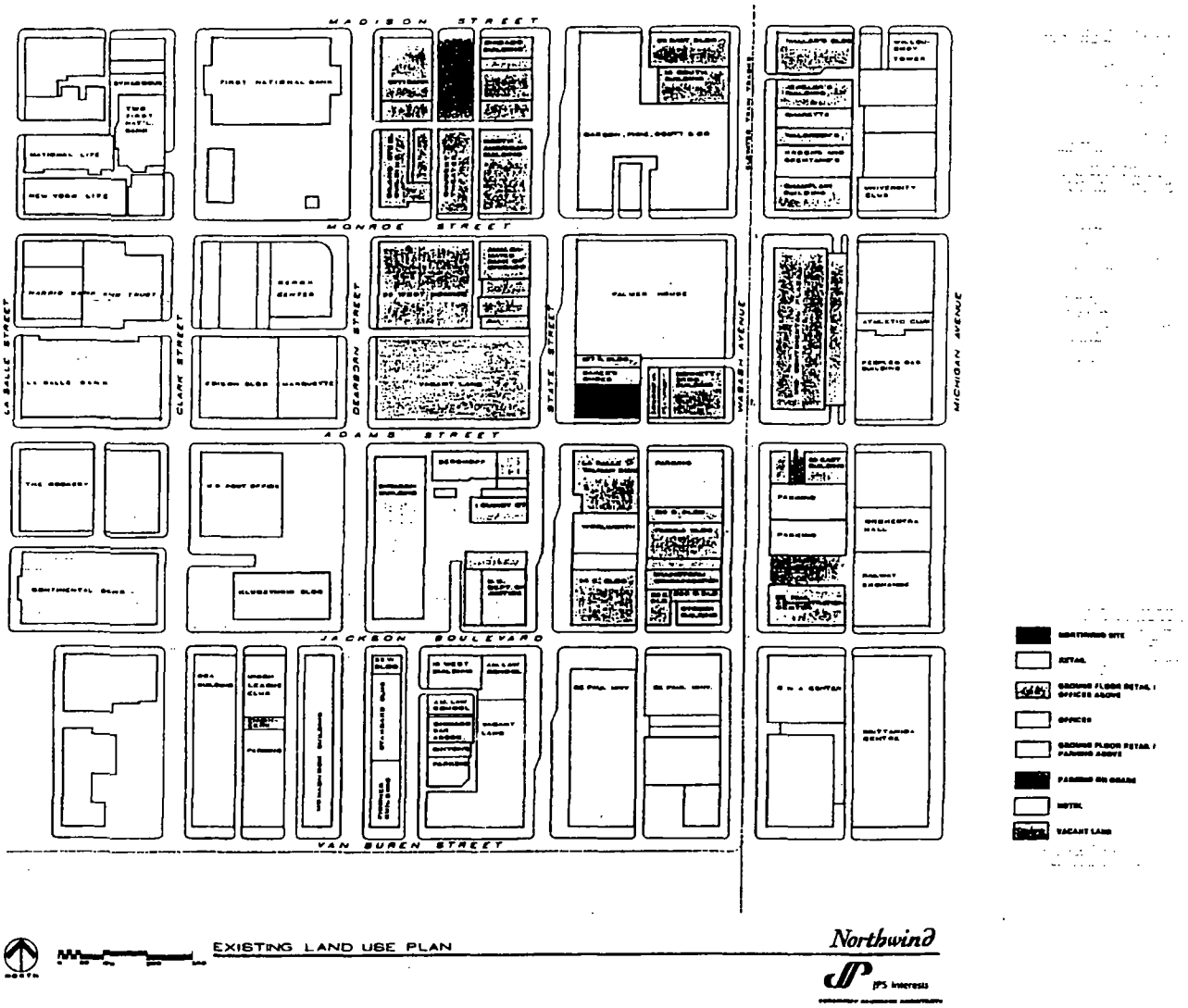
APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as trustee uta No. 116920 - 01

ADDRESS: 135 - 141 SOUTH STATE STREET
2 - 14 EAST ADAMS STREET

DATE: OCTOBER 6, 1993

REVISED: FEBRUARY 10, 1994

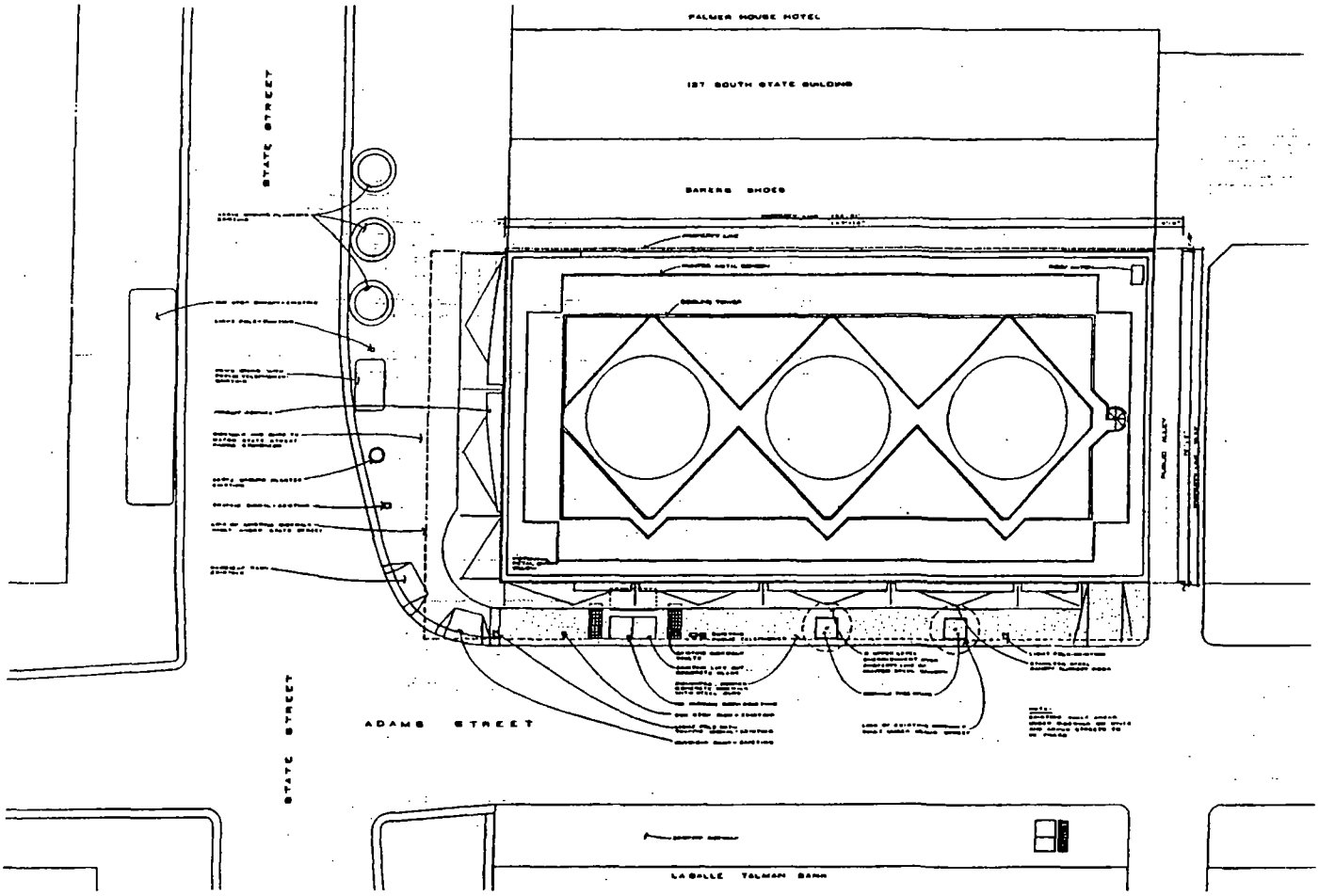
Existing Land Use Map.
(Page 2 of 2)



Site/Landscape Plan.

APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee uta No. 116920-01
DATE: OCTOBER 6, 1993
REVISED: FEBRUARY 10, 1994

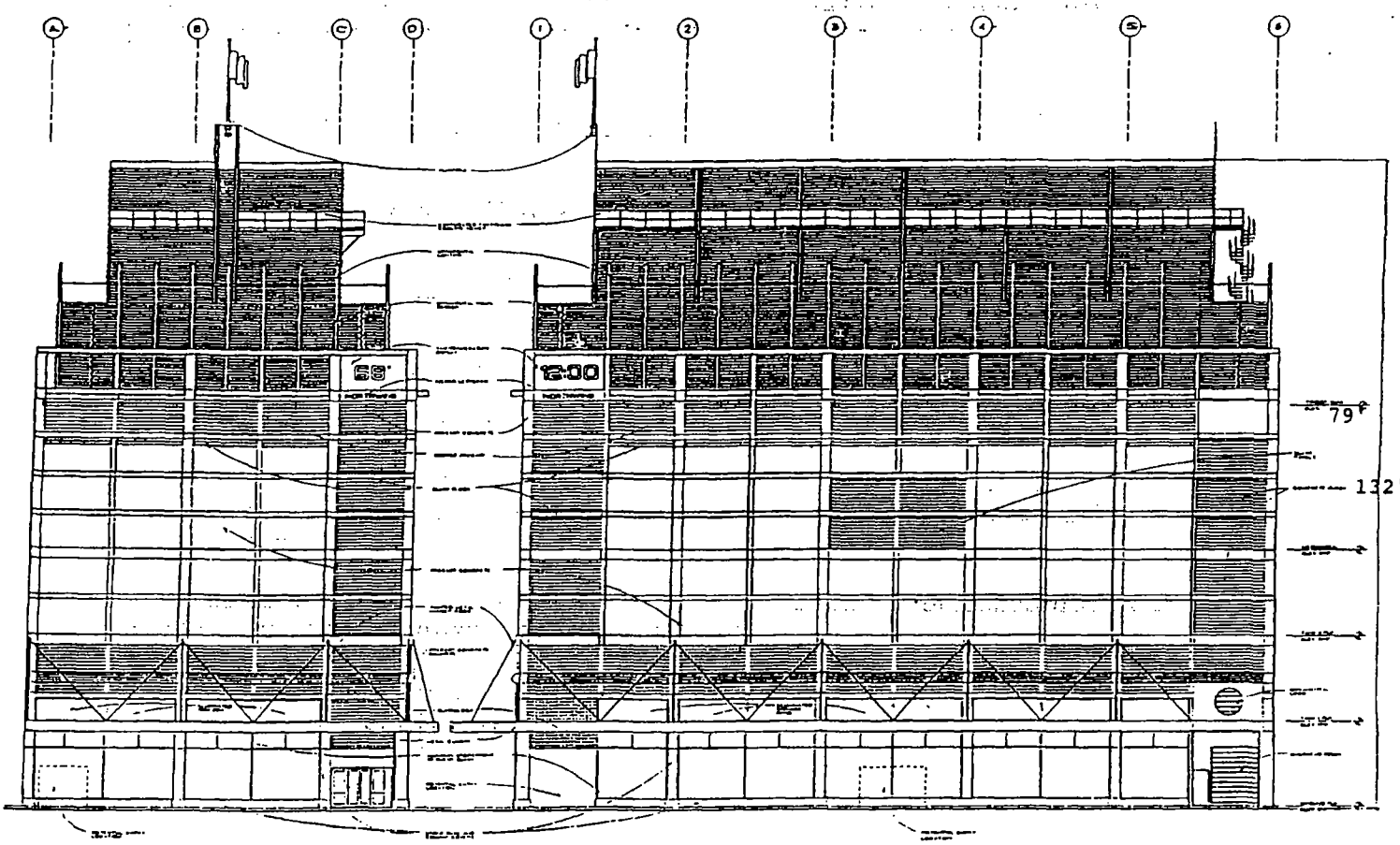
ADDRESS: 135-141 SOUTH STATE STREET
2-14 EAST ADAMS STREET



SITE / LANDSCAPE PLAN

Northwind

Elevation Plans.



WEST (STATE STREET)

SOUTH (ADAMS STREET)

ELEVATIONS

APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee uta No. 116920-01

ADDRESS: 135-141 SOUTH STATE STREET
2-14 EAST ADAMS STREET

DATE: OCTOBER 6, 1993

REVISED: FEBRUARY 10, 1994

Northwind

Reclassification Of Area Shown On Map Number 2-F.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-5 General Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

West DeKoven Street; South Clinton Street; West Grenshaw Street; and South Jefferson Street,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 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 R4 General Residence District symbols and indications as shown on Map No. 3-H in the area bounded by:

West Thomas Street; North Oakley Boulevard; a line 54 feet, 8-7/8 inches south of and parallel to West Thomas Street; and the public alley next west of and parallel to North Oakley Boulevard,

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 4-E.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 4-E in the area bounded by:

a line 225 feet south of East 14th Street; the alley next east of and parallel to South Wabash Avenue; a line 891.09 feet south of East 14th Street; and South Wabash Avenue,

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 Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Institutional Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as an Institutional Planned Development commonly known as 1423 -- 1501 South Wabash Avenue consists of approximately 114,342 square feet (2.62 acres) of property which is depicted on the attached Property Line Map (the "Property") is under single ownership of the Applicant, Soka Gakkai International-U.S.A., a nonprofit religious corporation.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets and alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors

and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors. Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust), shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of fifteen (15) statements: an Existing Zoning and Street System Map; a Property Line and Planned Development Boundary Map; a Generalized Land-Use Plan; an Existing Land Use Area Map; a Table of Use and Bulk Regulations and Related Controls; a Site/Landscape Plan; and Elevation Plans prepared by Harding Associates, dated February 10, 1994. Full-size sets of the Site Plan, Landscape Plan and Elevation Plans are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as "Institutional Planned Development": Culture Center for the religious activities of Applicant to include worship facilities; lecture, meeting and counseling rooms; administrative offices; a bookstore for the convenience of its members; and related parking. Meeting rooms, when not in use by Applicant, shall be available for appropriate use by nonprofit and non-political community groups.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Commissioner of the Department of Planning and Development. Temporary construction signs, shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning and Development. Electronic message boards and flashing signs shall be prohibited.

7. Off-street parking and off-street loading facilities shall be provided in compliance with this Planned Development, subject to review of the Departments of Transportation and Traffic. The minimum number of off-street parking spaces shall be determined in accordance with the attached Table of Use and Bulk Regulations. A minimum of two percent (2%) of all parking spaces shall be designated for parking for the handicapped.

8. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Commissioner of the Department of Planning and Development.

9. Height restriction on any building or any appurtenances thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:

   (A) Height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

   (B) Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law, and approved by the City Council.

10. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.

11. The Planned Development herein shall be subject to the "Rules, Regulations and Procedures Related to Planned Developments", as promulgated by the Commissioner of the Department of Planning and Development and in effect on the date hereof.

12. Improvements of the Property, including landscaping and all entrances and exits to the parking areas, shall be designed, installed

and maintained in substantial conformance with the Use and Bulk Regulations, Site Plan, Landscape Plan and Elevation Plans attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Landscape Plan and the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. The Applicant agrees to cooperate with the Landmarks Division of the Department of Planning and Development in documenting any ruins from the Libby Prison which may remain on the site. Said documentation and any related work shall be completed within thirty (30) days of commencement of demolition or excavation.

13. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy-efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

15. Unless substantial construction has commenced within two (2) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall

automatically revert to that of a C3-5 Commercial-Manufacturing District.

[Existing Zoning and Street System Map, Property Line and Planned Development Boundary Map, Generalized Land Use Area Map, Existing Land Use Area Map, Site/Landscape Plan and Elevation Plans attached to this Plan of Development printed on pages 46477 through 46483 of this Journal.]

Table of Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Institutional Planned Development No. 11204.

Use And Bulk Regulations And Related Controls.

Net Site Area Square Feet Acres	Description Of Permitted Uses	Maximum Floor Area Ratio	Maximum No. Of Dwelling Units	Maximum Percent Of Site Coverage
114,342 2.62	See Statement Number 5	0.23	- 0 -	In general conformance with Site/ Landscape Plan

Gross Site Area, 153,642 square feet (3.53 acres) = Net Site Area, 114,342 square feet (2.62 acres) + Area in Public Right-of-Way, 39,300 square feet (.90 acres).

Maximum Floor Area Ratio: 0.23 (25,947 square feet).

Minimum Number of Off-Street Parking (950-seat assembly, 1:12 ratio):	186.
Minimum Number of Off-Street Loading (10 feet x 50 feet):	1.
Maximum Building Height:	27 feet (2 stories).
Setbacks:	In general conformance with the Site/Landscape Plan.

Reclassification Of Area Shown On Map Number 5-H.
(As Amended)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 5-H in the area bounded by:

a line 57.19 feet north of the alley next north of the alley next north of West Wabansia Avenue; the alley next east of North Hermitage Avenue; the alley next north of the alley north of West Wabansia Avenue,

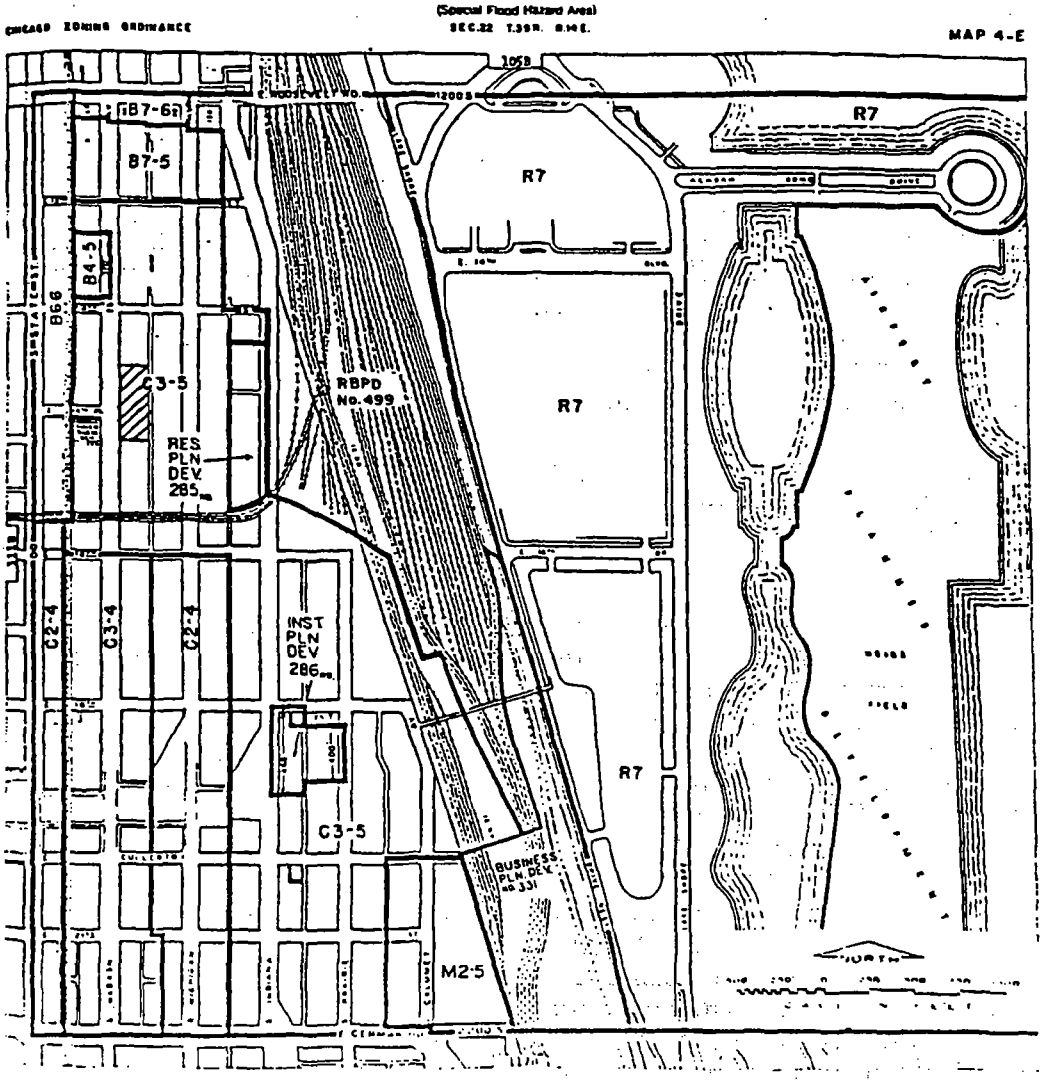
to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. 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 the alley next north of West Wabansia Avenue; the alley next east of North Hermitage Avenue; a line 66.14 feet south of the alley next north of the alley next north of West Wabansia Avenue; and North Hermitage Avenue,

(Continued on page 46484)

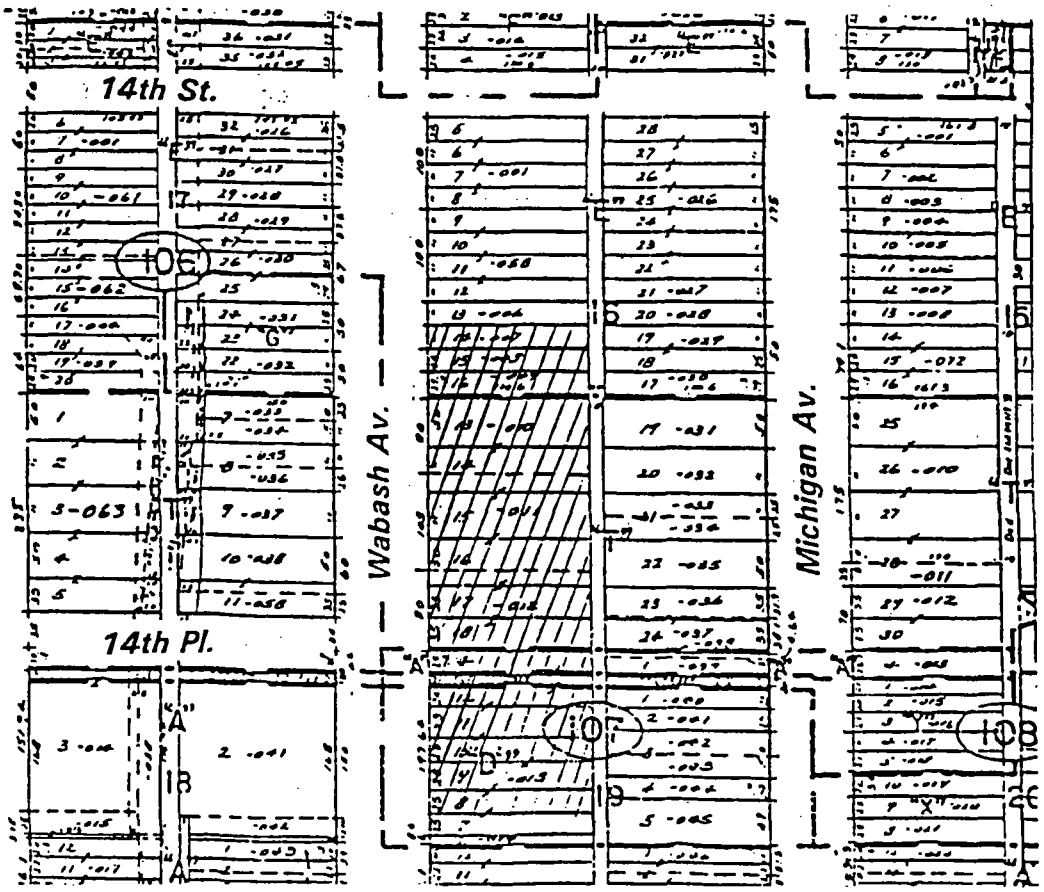
Existing Zoning and Street System Map.



Proposed Planned Development Boundaries ////////

Applicant: SOKA GAKKAI INTERNATIONAL - USA
Address: 1423-1501 SOUTH WABASH AVENUE
Date: DECEMBER 13, 1993
Revised: FEBRUARY 10, 1994

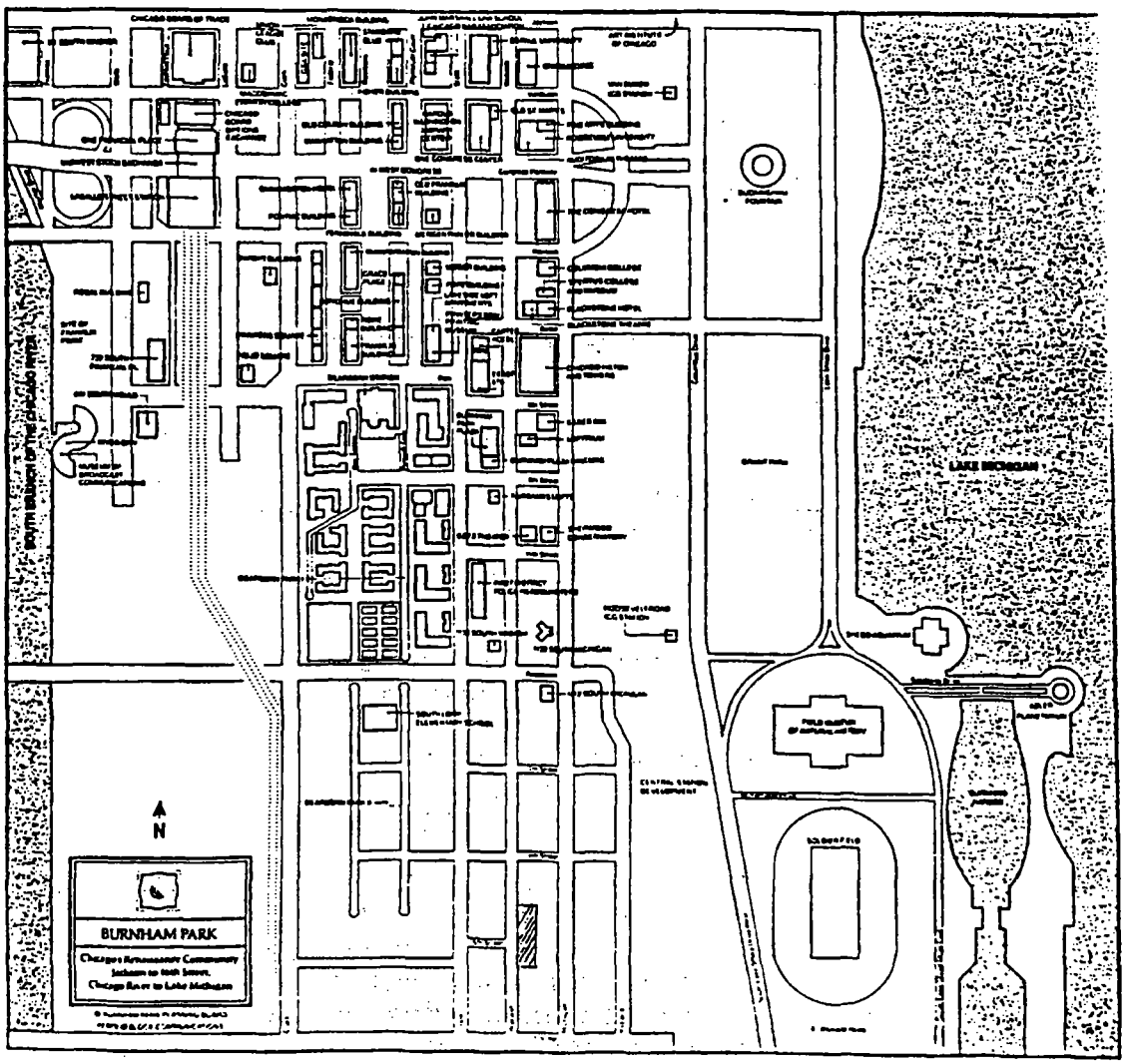
Property Line And Planned Development Boundary Map.



Proposed Planned Development Boundaries ////////

Applicant: SOKA GAKKAI INTERNATIONAL - USA
Address: 1423-1501 SOUTH WABASH AVENUE
Date: DECEMBER 13, 1993
Revised: FEBRUARY 10, 1994

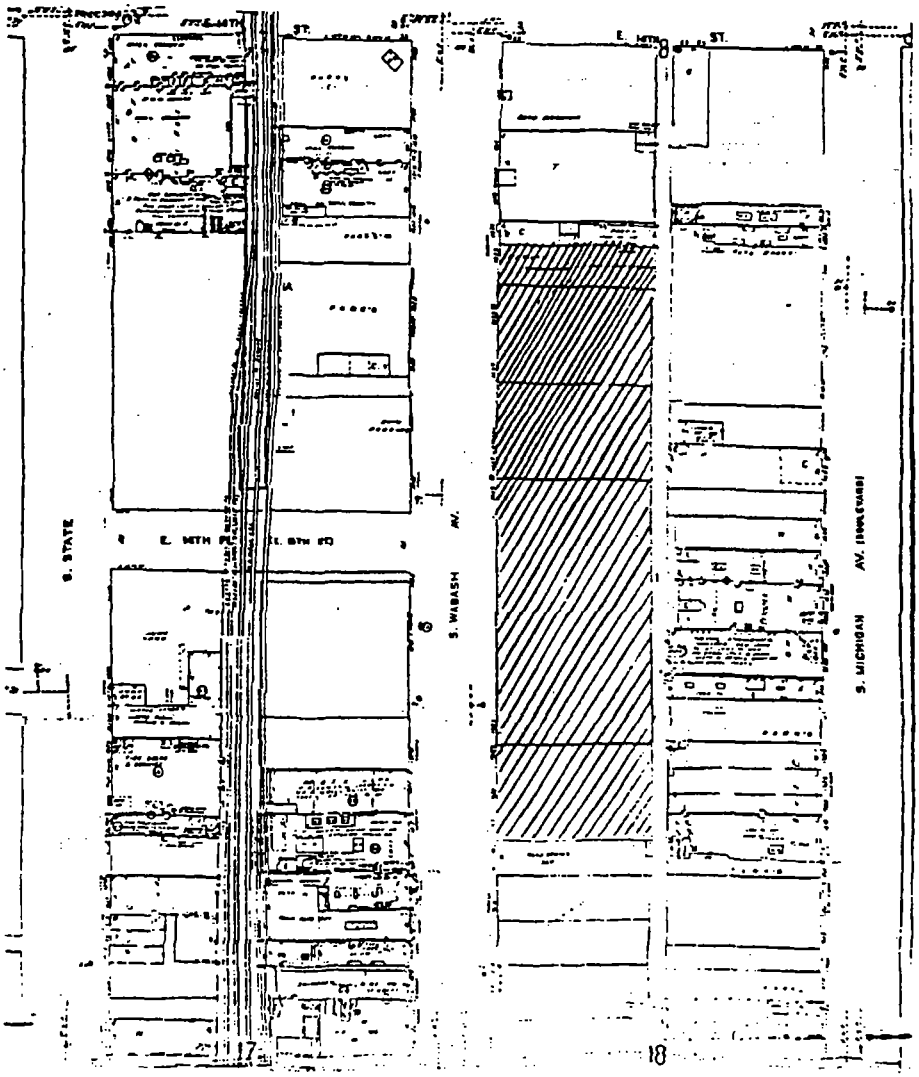
Generalized Land Use Area Map.



Proposed Planned Development Boundaries ////////

Applicant: SOKA GAKKAI INTERNATIONAL - USA
Address: 1423-1501 SOUTH WABASH AVENUE
Date: DECEMBER 13, 1993
Revised: FEBRUARY 10, 1994

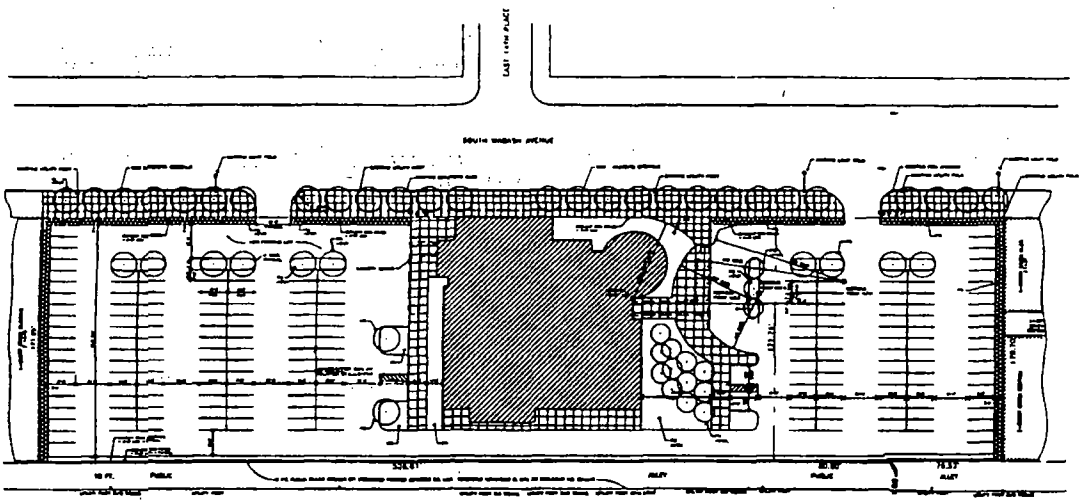
Existing Land Use Area Map.



Proposed Planned Development Boundaries ////////

Applicant: SOKA GAKKAI INTERNATIONAL - USA
Address: 1423-1501 SOUTH WABASH AVENUE
Date: DECEMBER 13, 1993
Revised: FEBRUARY 10, 1994

Site/Landscaping Plan.



A LANDSCAPE, SITE PLAN

FINAL FOR PUBLICATION

HARDING ASSOCIAT

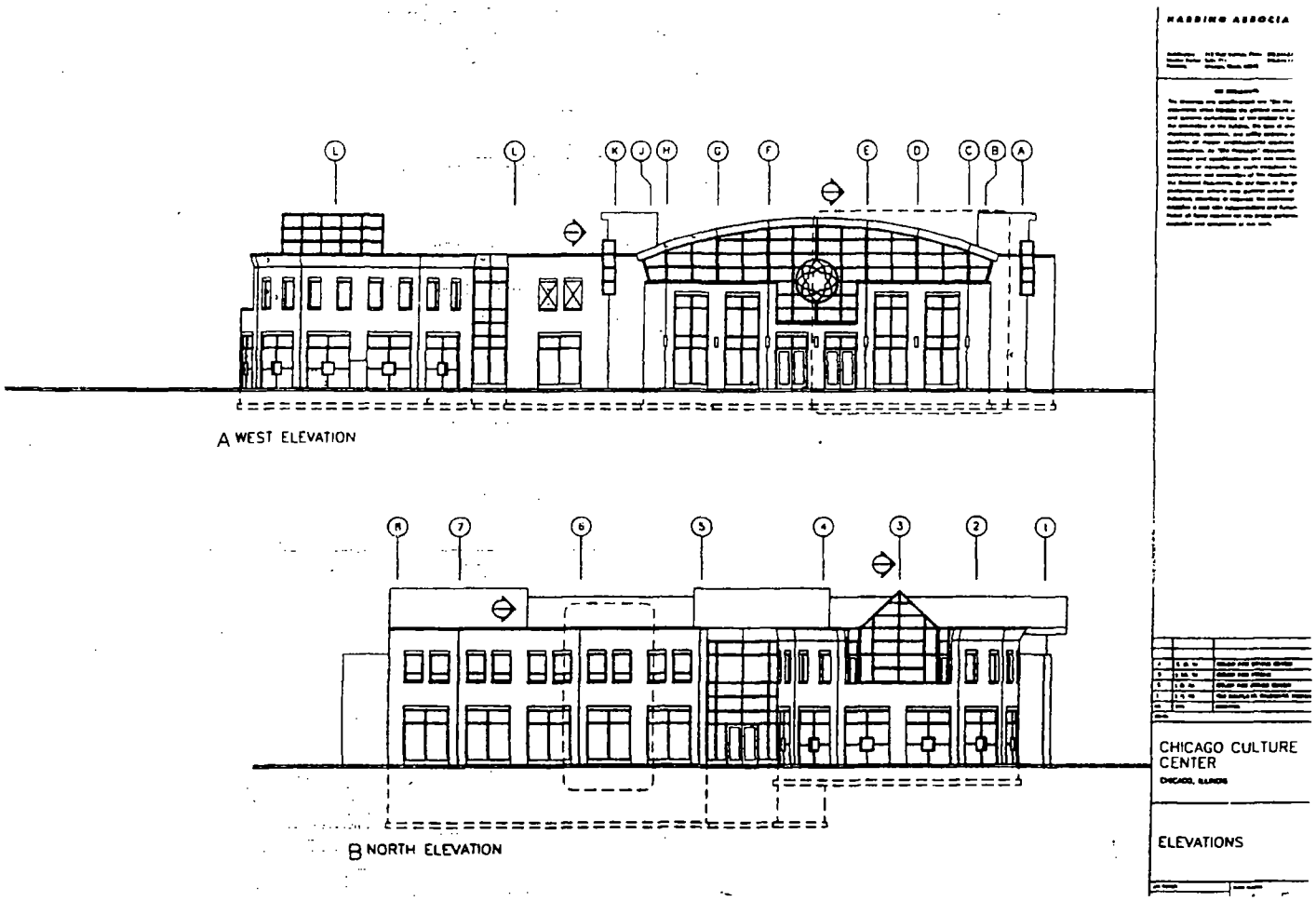
CHICAGO CULTURE CENTER

CHICAGO, ILLINOIS

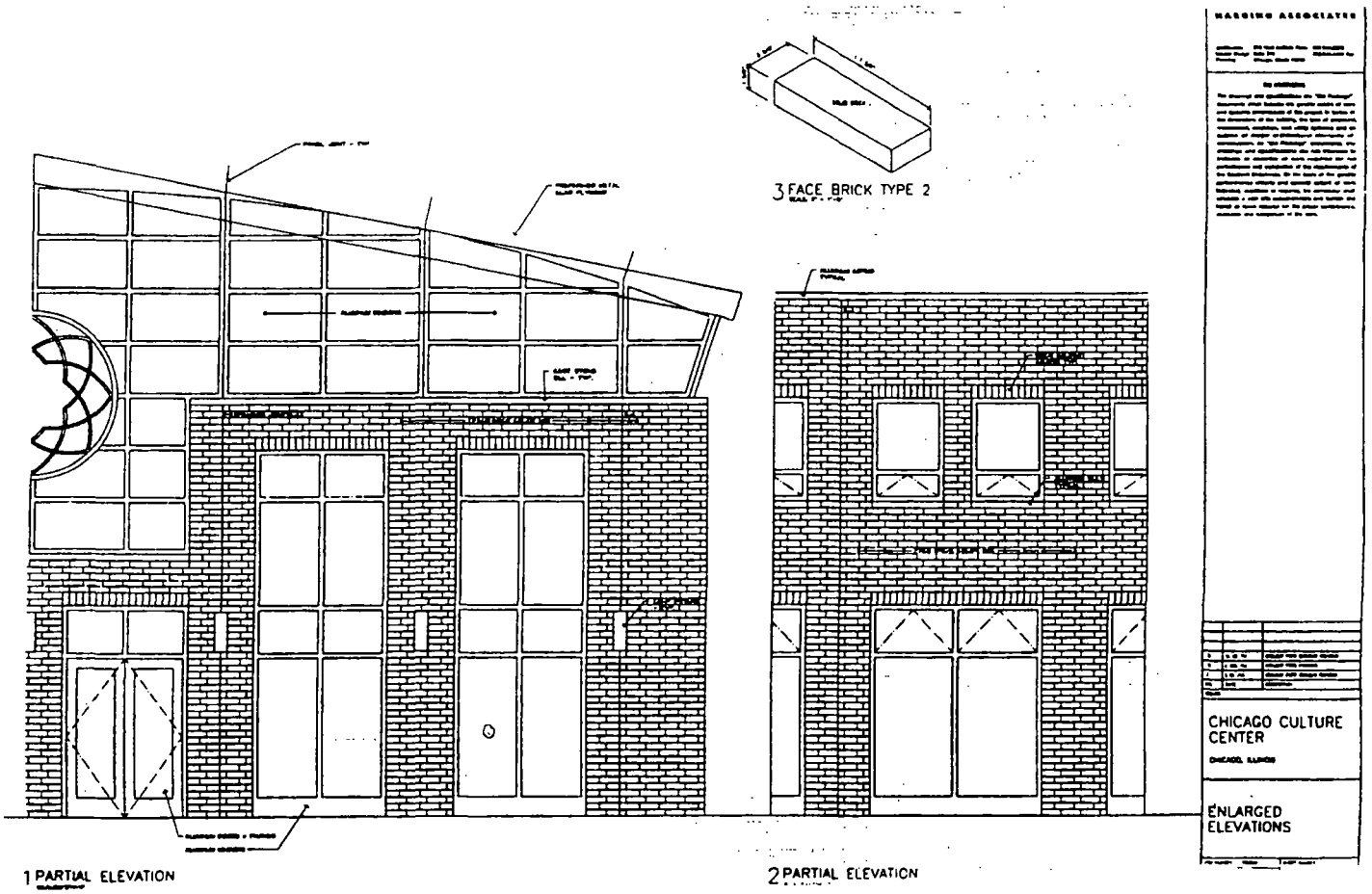
LANDSCAPE PLAN, SITE PLAN

SP-3

Elevation Plans
(1 of 2).



Elevation Plans
(2 of 2).



(Continued from page 46476)

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-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 B3-1 General Retail District symbols and indications as shown on Map No. 5-K in the area bounded by:

the alley next north of and parallel to West North Avenue; a line 58 feet east of North Kildare Avenue; West North Avenue; and North Kildare Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 5-M in the area bounded by:

West Grand Avenue; a line 112 feet east of North Major Avenue; the alley next south of and parallel to West Grand Avenue; and North Major 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 6-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 R3 General Residence District symbols and indications as shown on Map No. 6-K in the area bounded by:

> the alley next north of and parallel to West 25th Street; a line 25 feet east of and parallel to South Kildare Avenue; West 25th Street; and South Kildare 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 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:

> the alley next north of and parallel to West Fullerton Avenue; a line 154.34 feet east of North Racine Avenue; West Fullerton Avenue; and North Racine Avenue,

to those of a B5-4 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 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 M2-3 General Manufacturing District symbols and indications as shown on Map No. 7-H in the area bounded by:

a line 1,515.57 feet southeasterly of the intersection of West Diversey Avenue and North Clybourn Avenue as measured along the southwesterly line of North Clybourn Avenue; a line 395.05 feet southwesterly and parallel to North Clybourn Avenue; a line 1,359.83 feet southeasterly of the intersection of West Diversey Avenue and North Clybourn Avenue as measured along the southwesterly line of North Clybourn Avenue; a line running from a point 1,359.83 feet southeasterly of the intersection of West Diversey Avenue and North Clybourn Avenue as measured along the southwesterly line of North Clybourn Avenue and 304.35 feet south of North Clybourn Avenue northeasterly forming an angle of 83 degrees 40 minutes 30 seconds from southeasterly to northeasterly with the last described line 35.744 feet; a 1,377.12 feet southeasterly of the intersection of West Diversey Avenue and North Clybourn Avenue as measured along the southwesterly line of North Clybourn Avenue; a line 186.73 feet southwest of and parallel to North Clybourn Avenue; a line 1,385.12 feet southeasterly of the intersection of West Diversey Avenue and North Clybourn Avenue as measured along the southwesterly line of North Clybourn Avenue; a line 114 feet southwest of and parallel to North Clybourn Avenue; a line 1,480.07 feet southeasterly of the intersection of West Diversey Avenue and North Clybourn Avenue as measured along the southwesterly line of North Clybourn Avenue; and North Clybourn Avenue,

to those of a B4-5 Restricted Service 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-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 7-I in the area bounded by:

> West Barry Avenue; North California Avenue; a line 49.12 feet south of West Barry Avenue; and the alley next west of and parallel to North California Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in the area bounded by:

> a line 22.7 feet north of West 36th Street; the alley next east of and parallel to South Union Avenue; West 36th Street; and South Union Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-G in the area bounded by:

> West 31st Place; the alley next east of and parallel to South Racine Avenue; a line 48 feet south of West 31st Place; and South Racine 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-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. 9-G in the area bounded by:

> West Melrose Street; the western boundary of vacated former Chicago Milwaukee, St. Paul & Pacific Railroad right-of-way; the north line and the north line extension of the east/west alley parallel to and south of West Melrose Street; and a north/south line parallel to and 270.62 feet east of 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.

Reclassification Of Area Shown On Map Number 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-3 General Retail District symbols and indications as shown on Map No. 9-H in the area bounded by:

a line 39.2 feet long commencing at a point on the east line of the alley next west of North Lincoln Avenue, 69.53 feet north of West Grace Street and ending at a point 87 feet north of West Grace Street, taken on a line 35 feet east of and parallel to the alley next west of North Lincoln Avenue; a line 87 feet long, 35 feet east of and parallel to the alley next west of North Lincoln Avenue; West Grace Street; and the alley next west of North Lincoln 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-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. 9-M in the area bounded by:

West Eddy Street; North Menard Avenue; the alley next south of and parallel to West Eddy Street; and a line 79 feet west of North Menard 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-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-M in the area bounded by:

> West Irving Park Road; North Major Avenue; the alley next south of West Irving Park Road; and a line 74.4 feet west of and parallel to North Major Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 10-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 10-J in the area bounded by:

> a line 197.46 feet north of West 46th Street; the alley next east of South Spaulding Avenue; a line 107.46 feet north of West 46th Street; and South Spaulding 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 12-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. 12-H in the area bounded by:

West 48th Street; the public alley next east of and parallel to South Paulina Street; a line 74.03 feet south of and parallel to West 48th Street; and South Paulina Street,

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 12-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 12-J in the area bounded by:

West 51st Street; South St. Louis Avenue; West 55th Street; and the west line of the main line of the Grand Trunk Western Railroad,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications established in Section 1 above in the area bounded by:

West 51st Street; South St. Louis Avenue; West 55th Street; and a line 100 feet east of and parallel with the west line of the main line of the Grand Trunk Western Railroad,

to the designation of a Manufacturing Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Manufacturing Planned Development No. ____.

Plan Of Development

Statements.

1. The area delineated herein as a Manufacturing Planned Development consists of approximately 1,523,729 square feet or 34.98 acres of real property in its net site area. The boundaries of the Property are shown on the attached Property Line and Planned Development Boundary Map. The subject property is owned or controlled for the purposes of this ordinance by the Grand Trunk Western Railroad, Incorporated.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant or its successors and assigns and, if different from the Applicant, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto shall be made or authorized by all the owners of the Property and any ground lessors. Nothing herein shall be construed to mean that any individual owner or ground lessor of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term

Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of fifteen (15) statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; a Site/Landscape Plan and Elevation Plans prepared by Roman and Associates and Transdevelopment Corp., dated February 10, 1994. Full size sets of the Site/Landscape Plan and Elevation Plans are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as "Manufacturing Planned Development": The Permitted Uses of the M1-1 Restricted Manufacturing District, including but not limited to warehousing; storage, whether open or enclosed, of lumber and other construction and building materials; wholesale establishments which may include incidental retail sales; off-street parking and off-street loading; rail sidings and related uses, and the following Special Uses: railroad terminals, switching and classification yards; and earth station antenna exceeding eight feet in diameter.

6. Business signs including a pylon or monument sign at the northeast entrance to the Property shall be permitted within the Planned Development subject to the review and approval of the Commissioner of Planning and Development. Temporary signs such as construction and marketing signs shall be permitted subject to the same approval. No sign shall exceed thirty (30) feet in height.

7. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction, and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including fire and other emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations and of the Commissioner of the Department of Planning and Development.

8. All off-street parking and loading facilities will be provided in compliance with this Planned Development as authorized by the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of the Department of Planning and Development and the Department of Transportation, Bureau of Traffic Engineering and Operations.

9. Any dedication or vacation of streets, alleys or easements or any adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

10. The height restriction of the improvements and any appurtenance attached thereto shall, in addition to the Table of Use and Bulk Regulations and Related Data, be subject to:

    (A) Height limitations as certified and approved by the Federal Aviation Administration; and

    (B) Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law, and approved by the City Council.

11. For purposes of Floor Area Ratio (F.A.R.) calculation, the definitions in the Chicago Zoning Ordinance shall apply.

12. The improvements in the Property shall be designed and installed in general conformance with the Site/Landscape Plan and Elevation Plans dated February 10, 1994. The landscaping (including street trees in the adjacent rights-of-way) shall be designed, installed and maintained in general conformance with the Site/Landscape Plan dated February 10, 1994, and shall serve as an approved alternative to the solid fencing otherwise required in paragraph 10.3-1(1) of the Chicago Zoning Ordinance. The landscaping shall be maintained at all times in accordance with the Site/Landscape Plan, and parkway trees shall be installed and maintained in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

13. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated in this Planned Development Ordinance and the purposes underlying the provisions hereof. Any such modification of the requirements of this

statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of subclauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum distance between structures, a reduction in periphery setbacks, or an increase in the maximum percent of land covered.

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

15. Unless substantial construction has commenced within three (3) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this statement, the zoning of the property shall automatically revert to an M1-1 Restricted Manufacturing District.

[Existing Zoning Map, Property Line and Planned Development Boundary Map, Generalized Land Use Map, Existing Land Use Map, Site/Landscape Plan and Elevation Plans attached to this Plan of Development printed on pages 46497 through 46503 of this Journal.]

Table of Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Manufacturing Planned Development No. _____.

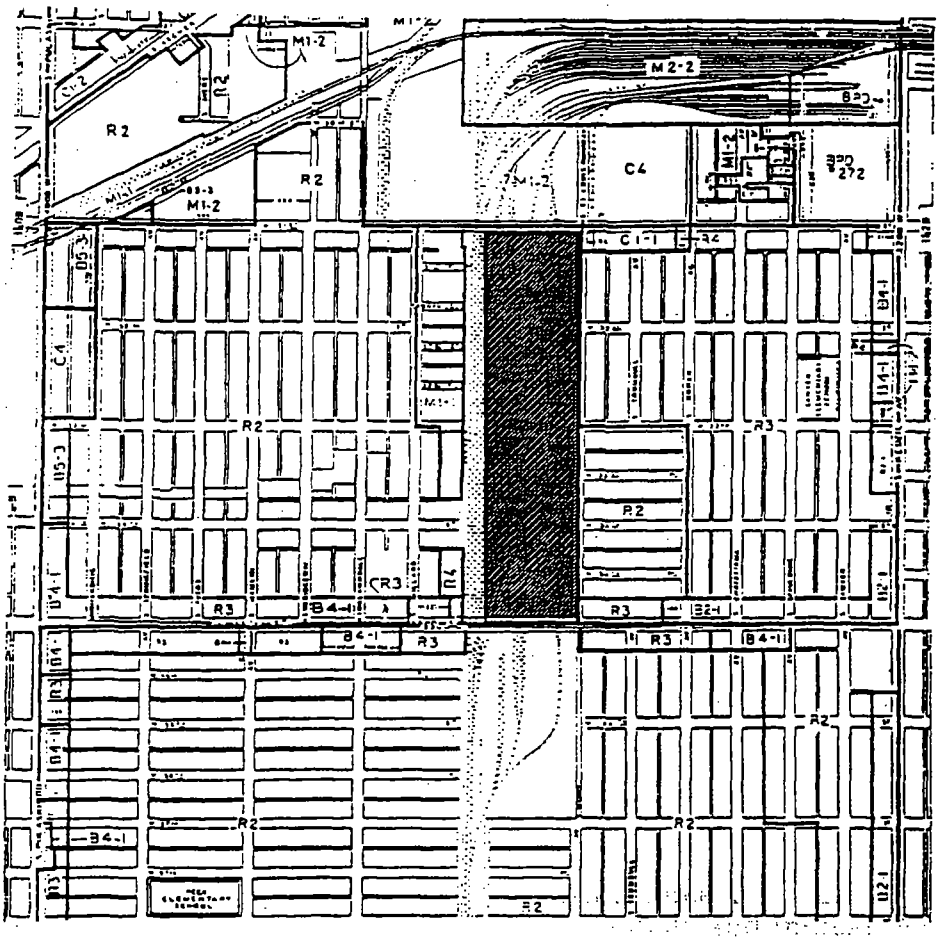
Use And Bulk Regulations And Related Controls.

Net Site Area Square Feet Acres	Description Of Permitted Uses	Maximum Floor Area Ratio	Maximum No. Of Dwelling Units	Maximum Percent Of Site Coverage
1,523,729 34.98	See Statement Number 6	0.10	0	As Per Site Plan

Gross Site Area = Net Site Area, 1,523,729 square feet (34.98 acres) plus Area in Public Rights-of-Way, 126,178 square feet (2.90 acres) = 1,649,907 square feet (37.88 acres).

Maximum Floor Area Ratio for Total Net Site Area:	0.10.
Maximum Number of Dwelling Units:	None permitted.
Minimum Number of Off-Street Parking Spaces:	
Phase One:	42 including 1 HC.
Total:	64 including 2 HC.
Number of Off-Street Loading Berths:	(As per Site Plan).
Minimum Width of Landscaped Buffer adjacent to Public Ways:	In accordance with attached Perimeter Landscape Plan.
Maximum percent of Site Coverage:	In accordance with attached Site Plan.
Minimum Required Building Setbacks:	In accordance with attached Site Plan.
Maximum Permitted Building Height:	In accordance with attached Elevation Plans.

Existing Zoning Map.



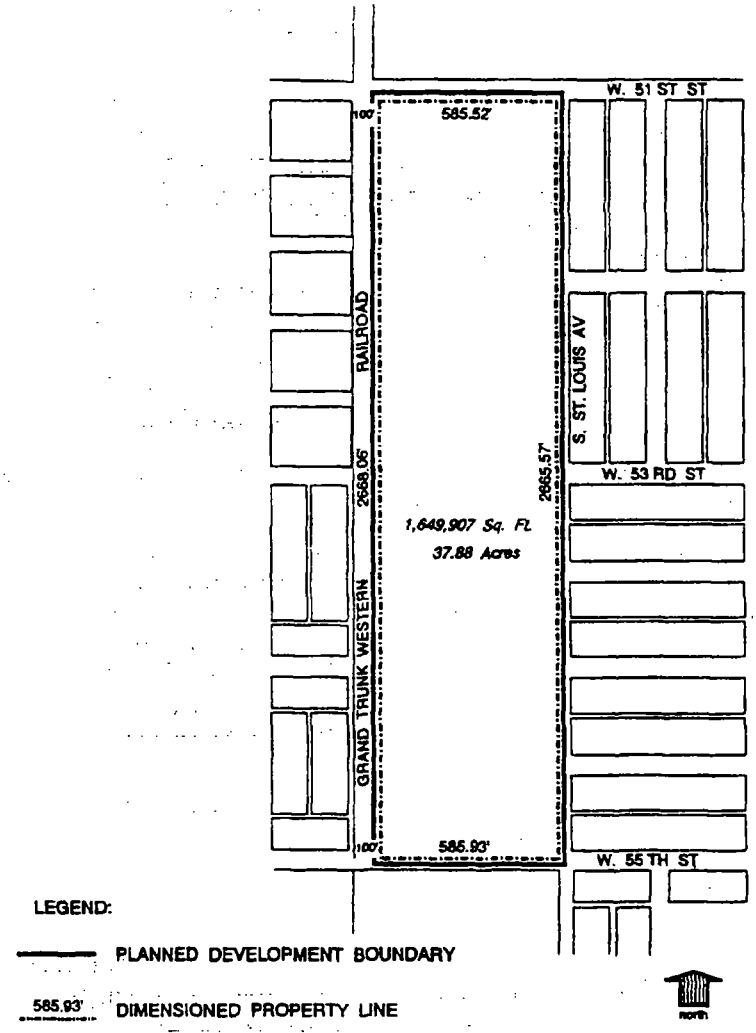
APPLICANT: GRAND TRUNK WESTERN RAILROAD INCORPORATED

ADDRESS: 3501 - 3549 W. 51ST ST.; 5100 - 5460 S. ST. LOUIS AV.; 3500 - 3550 W. 55TH ST.

DATE: NOVEMBER 5, 1993

REVISED: FEBRUARY 10, 1994

Property Line And Planned Development Boundary Map.



NOTE: No dedications, vacations, or other right - of - way adjustments are planned; for driveway location see Site / Landscape plan.

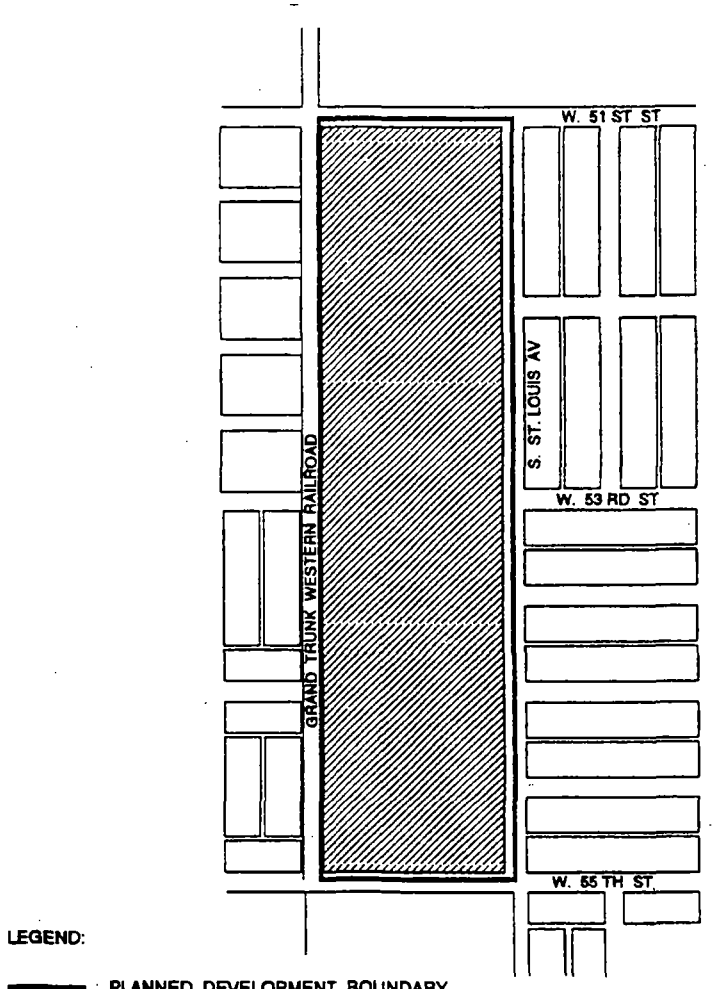
APPLICANT: GRAND TRUNK WESTERN RAILROAD INCORPORATED

ADDRESS: 3501 - 3549 W. 51ST ST.; 5100 - 5460 S. ST. LOUIS AV.; 3500 - 3550 W. 55TH ST.

DATE: NOVEMBER 5, 1993

REVISED: FEBRUARY 10, 1994

Generalized Land Use Map.



LEGEND:

PLANNED DEVELOPMENT BOUNDARY

SUBJECT PROPERTY

NOTE: For detail see Statement No, 5; Use and Bulk Regulations and Related Controls; and the Site / Landscape Plans and Elevations.

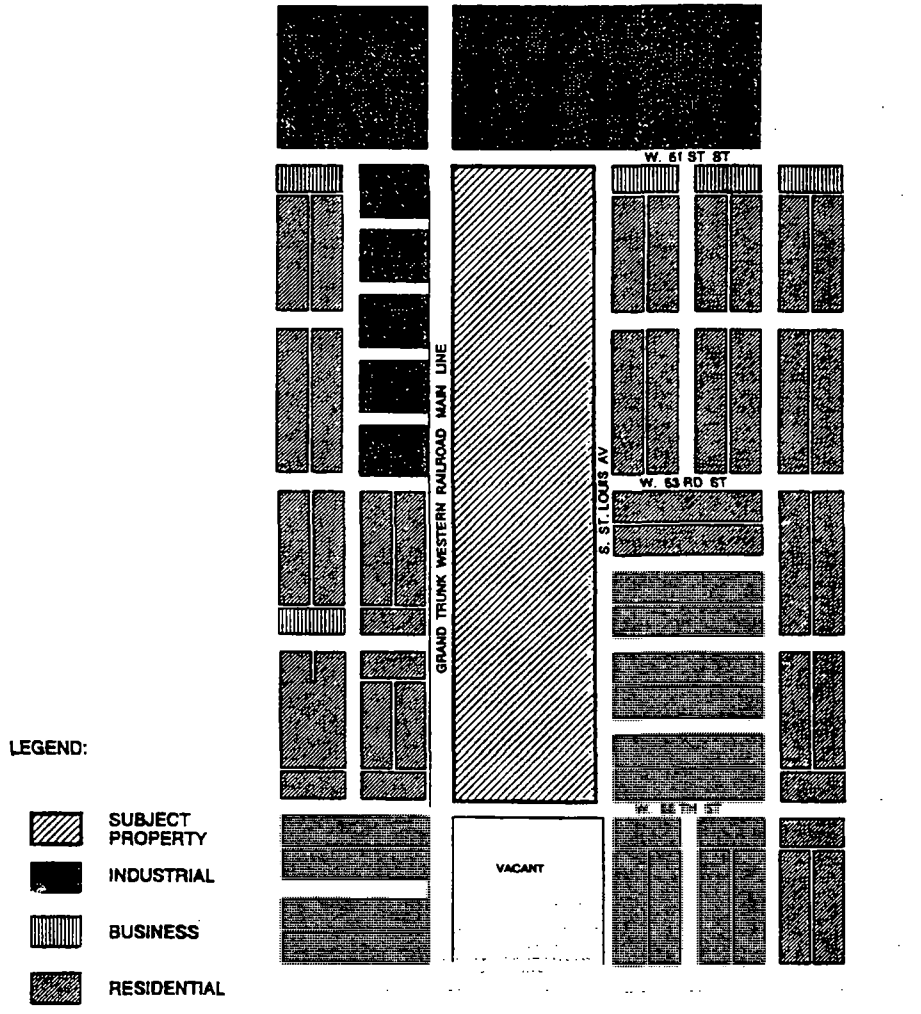
APPLICANT: GRAND TRUNK WESTERN RAILROAD INCORPORATED

ADDRESS: 3501 - 3549 W. 51ST ST.; 5100 - 5460 S. ST. LOUIS AV.; 3500 - 3550 W. 55TH ST.

DATE: NOVEMBER 5, 1993

REVISED: FEBRUARY 10, 1994

Existing Land Use Map.



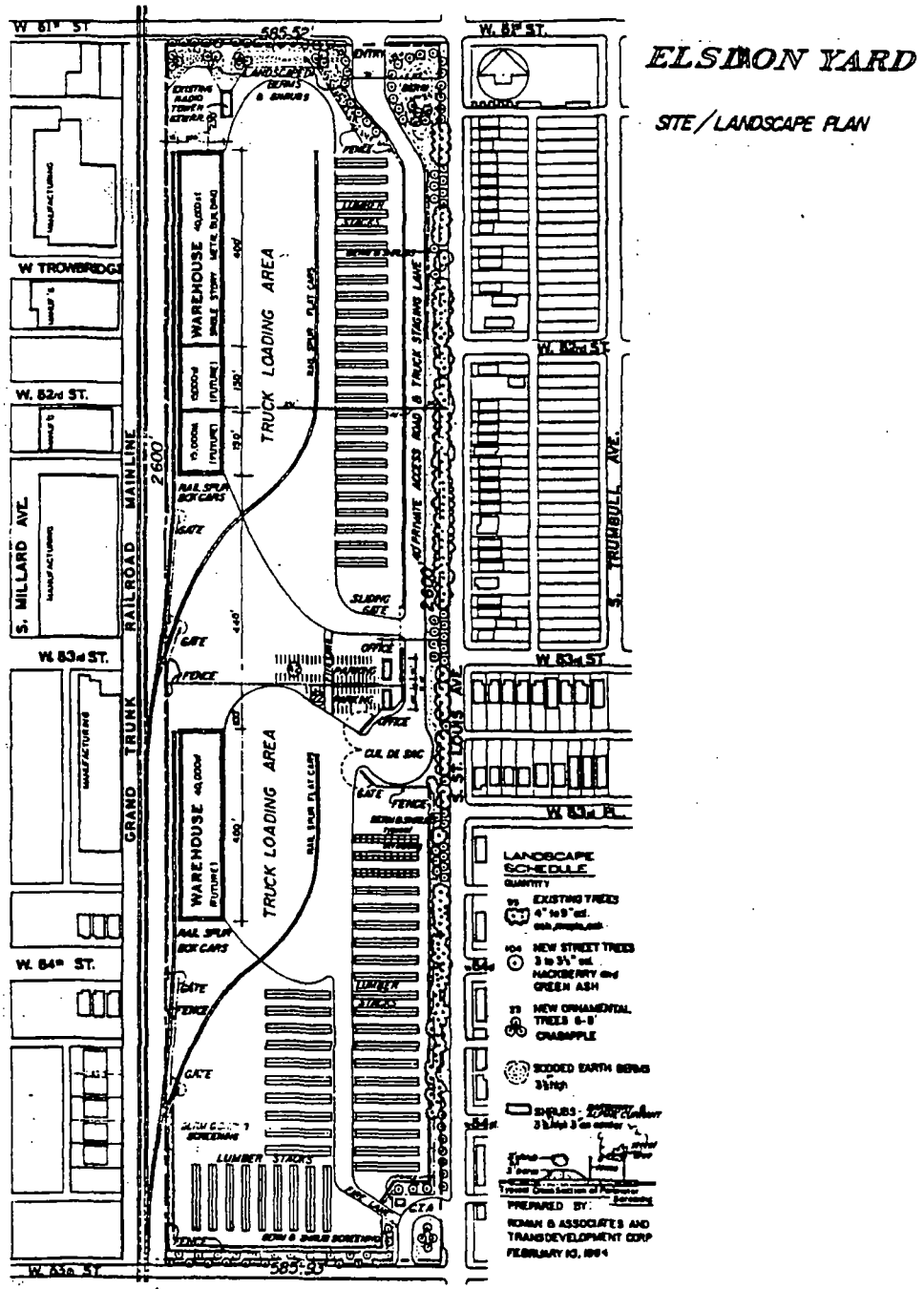
APPLICANT: GRAND TRUNK WESTERN RAILROAD INCORPORATED

ADDRESS: 3501 - 3549 W. 51ST ST.; 5100 - 5460 S. ST. LOUIS AV.; 3500 - 3550 W. 55TH ST.

DATE: NOVEMBER 5, 1993

REVISED: FEBRUARY 10, 1994

Site/Landscape Plan.
(1 of 2)



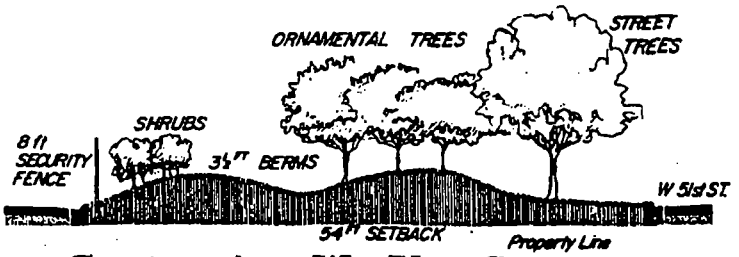
APPLICANT: GRAND TRUNK WESTERN RAILROAD INCORPORATED

ADDRESS: 3501 - 3549 W. 51ST ST.; 5100 - 5460 S. ST. LOUIS AV.; 3500 - 3550 W. 55TH ST.

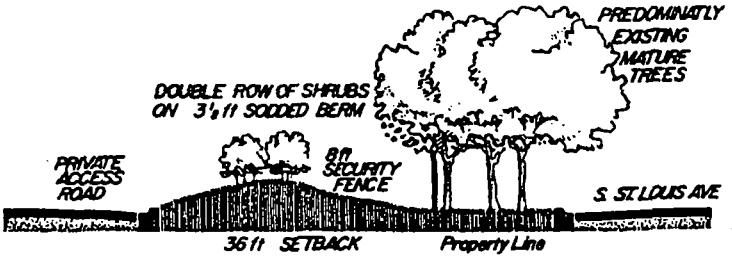
DATE: FEBRUARY 10, 1994

Site/Landscape Plan.
(2 of 2)

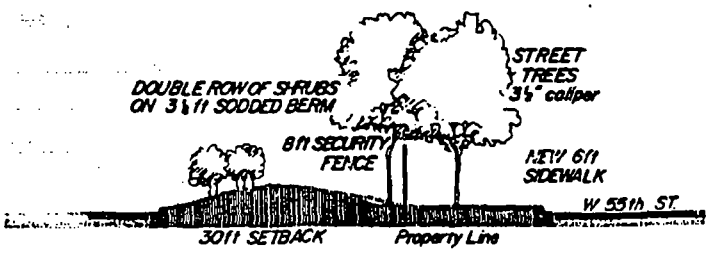
ELSDON YARD: Perimeter Landscape



Section thru W. 51st Street



Section thru S. St.LOUIS Ave.



Section thru West 55th Street

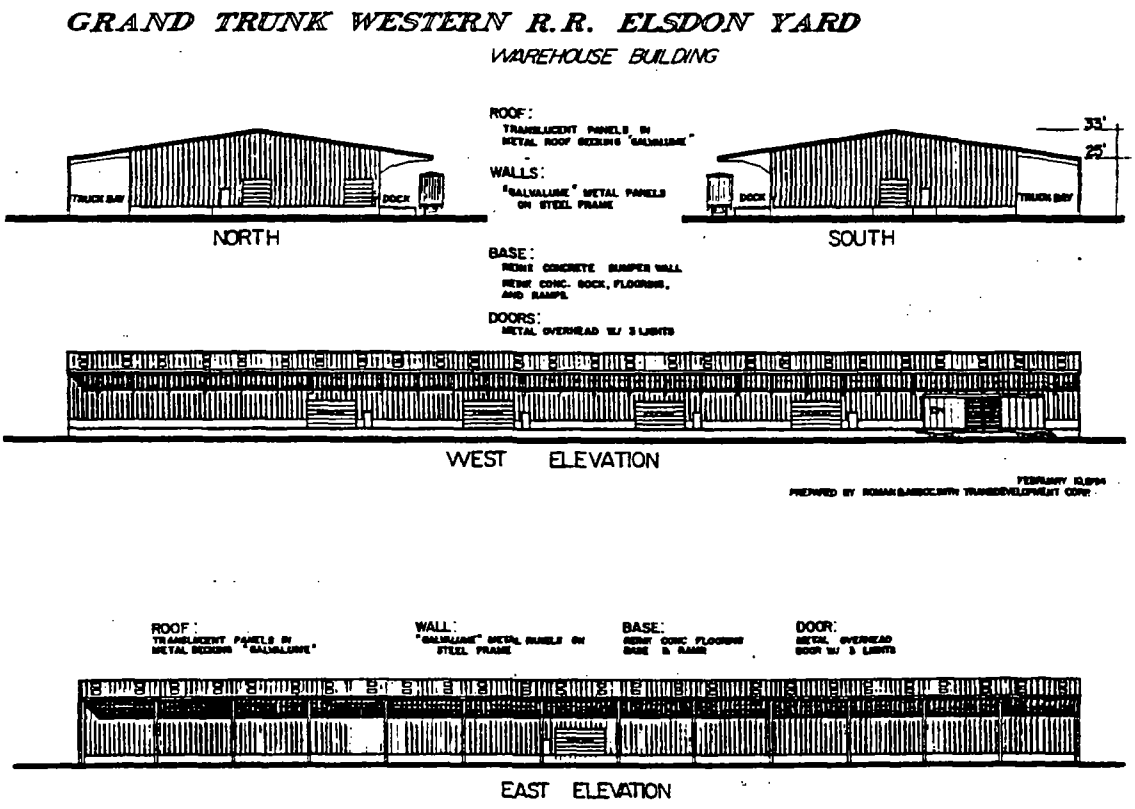
PREPARED BY: ROMAN & ASSOCIATES & TRANSDEVELOPMENT CORP. FEB 10,1994

APPLICANT: GRAND TRUNK WESTERN RAILROAD INCORPORATED

ADDRESS: 3501 - 3549 W. 51ST ST.; 5100 - 5460 S. ST. LOUIS AV.; 3500 - 3550 W. 55TH ST.

DATE: FEBRUARY 10, 1994

Elevation Plans.



APPLICANT: GRAND TRUNK WESTERN RAILROAD INCORPORATED

ADDRESS: 3501 - 3549 W. 51ST ST.; 5100 - 5460 S. ST. LOUIS AV.; 3500 - 3550 W. 55TH ST.

DATE: FEBRUARY 10, 1994

Reclassification Of Area Shown On Map Number 12-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-M in the area bounded by:

> a line 97 feet north of West 52nd Street; South Massasoit Avenue; a line 47 feet north of West 52nd Street; and the alley next west of and parallel to South Massasoit Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-M.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-M in the area bounded by:

> West 51st Street; South Melvina Avenue; a line 109.50 feet south of West 51st Street; and the alley next west of and parallel to South Melvina Avenue,

to those of a B1-1 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 13-K.
(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 R2 Single-Family Residence District symbols and indications as shown on Map No. 13-K in the area bounded by:

a line 1,277 feet north of and parallel with the north line of West Foster Avenue; a line 510 feet east of and parallel with the center line of North Kostner Avenue extended north; a line 1,189 feet north of and parallel with the north line of West Foster Avenue; a line 660 feet east of and parallel with the center line of North Kostner Avenue extended north; a line from a point 667 feet north of the north line of West Foster Avenue and 660 feet east of the center line of North Kostner Avenue extended north to a point 590 feet north of the north line of West Foster Avenue and 737 feet east of the center line of North Kostner Avenue extended north; a line 590 feet north of and parallel with the north line of West Foster Avenue; a line 1,331 feet east of and parallel with the center line of North Kostner Avenue extended north; an arc of a circle with a radius of 100 feet and its center 262.5 feet north of the north line of West Foster Avenue and 1,431 feet east of the center line of North Kostner Avenue extended north; a line from a point on that arc 163 feet north of the north line of West Foster Avenue and 1,213 feet west of the west line of North Pulaski Road to a point 189 feet north of the north line of West Foster Avenue and 980 feet west of the west line of North Pulaski Road; a line from a point 189 feet north of the north line of West Foster Avenue and 980 feet west of the west line of North Pulaski Road to a point 79.5 feet north of the north line of West Foster Avenue and 756 feet west of the west line of North Pulaski Road; a line from a point 79.5 feet north of the north line of West Foster Avenue and 756 feet west of the west line of North Pulaski Road to a point 100 feet north of the north line of West Foster Avenue and 690 feet west of the west line of North Pulaski Road; a line 100 feet north of and parallel with the north line of West Foster Avenue; a line 630 feet west of and parallel with the west line of North Pulaski Road; an arc of a circle with a radius of 30 feet and its center 70 feet north of the north line of West Foster Avenue and 600 feet west of the west line of North Pulaski Road; a line 40 feet north of and parallel with the north line of West Foster Avenue; a line 495 feet west of and parallel with the west line of North Pulaski Road; West Foster Avenue; the center line of the north fork of the North Branch of the Chicago River; the east line of Gompers Park north of the Chicago River; the north line of Gompers Park; and the center line of North Kostner Avenue extended north,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications established in Section 1 above to the designation of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage, publication and the recording of an easement burdening property located immediately to the east of the proposed Residential Planned Development.

Plan of Development attached to this ordinance reads as follows:

Residential Planned Development No. ____.

Plan Of Development

Statements.

1. The area delineated herein as a Residential Planned Development consists of approximately 693,210 square feet (15.9 acres) and is owned or controlled by the Applicant, Norwood Builders, Inc..

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant including permits identified by the Chicago Department of Environment. In order to promote adequate floodplain and stormwater management, the Applicant shall, at is sole expense: (i) elevate all roadways and the lowest floor of all buildings located within the 100-year floodplain to one foot above the Base Flood Elevation; (ii) provide at least 100 percent on-site, compensatory stormwater storage for any fill brought on site; and (iii) perform any measures or construct any improvements required by the Chicago Department of Environment, the Metropolitan Water Reclamation District, the Illinois Department of Transportation -- Water Resources Division, or the United States Army Corps of Engineers to ensure that the proposed development will not result in any reduction in water quality or increased flood risk to properties located downstream or adjacent to the proposed development. In addition, the Applicant shall apply for a National Pollution Discharge Elimination System ("N.P.D.E.S.") permit from the Illinois Environmental Protection Agency ("I.E.P.A.") for all outflows into the river, and shall monitor and report to the I.E.P.A. the water quality in stormwater detention basins as required by such

permit. The Applicant shall be responsible for performing any measures identified by the I.E.P.A. to mitigate unacceptable levels of contamination which are attributable to the proposed Residential Planned Development. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant and approved by the City Council. The dedication of any roadways within the Residential Planned Development shall not obligate the City to maintain or repair any additional structures adjacent to or appurtenant to such roadways. The Applicant shall be responsible for maintaining and existing seawall located adjacent to such roadway. The Applicant shall also be responsible for maintaining any new swales, culverts, stormwater detention basins or other similar structures which may be constructed immediately under or adjacent to the access road.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders including any homeowners association which is formed to succeed the Applicant. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different that the Applicant, the legal title holder including any homeowners association which is formed to succeed the Applicant. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by the Applicant or any homeowners association which is formed to succeed the Applicant. Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or

transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of fourteen (14) statements: an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; and a Site Plan, a Landscape Plan and Elevation Plans, dated February 10, 1994. Full size sets of the Site Plan, a Landscape Plan and Elevation Plans are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as "Planned Development": single-family and multi-family dwellings, accessory parking and related uses.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.

7. Any service drives or other ingress or egress (excluding emergency access through the St. Lucas Cemetery) shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations and the Department of Planning and Development. Conditioned upon receipt of the requisite permits and approvals, the Applicant shall provide at the Applicant's sole expense for traffic signalization at the main entrance to the adjoining shopping center on West Foster Avenue, widen West Foster Avenue to accommodate left turns into the shopping center, and provide an access road from the Planned Development into the shopping center. The Applicant shall also provide at the Applicant's sole expense (1) for the installation of crash-through type gates at the entrance to St. Lucas Cemetery and at the Emergency Access connection; and (2) shall provide the Chicago Police Department with sufficient keys to the gate at the entrance to St. Lucas Cemetery and the Emergency

Access connection. The Applicant shall require any homeowners association which is formed to succeed the Applicant to provide at the association's sole expense for private security to monitor the gate at the entrance to St. Lucas Cemetery and at the Emergency Access connection at all times when the roadway within the Planned Development boundaries is not passable.

8. Height restriction of any building or any appurtenances thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:

(A) Height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

(B) Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law, and approved by the City Council.

9. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.

10. This Planned Development herein shall be subject to the "Rules, Regulations and Procedures related to Planned Developments" as promulgated by the Commissioner of the Department Planning and Development.

11. Improvements of the Property, including landscaping and all entrances and exits to the parking areas, shall be designed and installed in substantial conformance with the Use and Bulk Regulations, Site Plan, Landscape Plan and Elevation Plans attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Landscape Plan and the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. The Applicant shall dedicate a conservation easement to an appropriate public or private not-for-profit agency approved by the City, the Forest Preserve District and the Chicago Park District, (such approval to occur within sixty (60) days from adoption of this ordinance), to preserve in perpetuity the Property identified on the Landscape Plan as a Conservation Area. The conservation easement shall, at a minimum, provide that the Conservation Area shall on average be 50 feet wide consisting of naturally occurring vegetation augmented with trees and shrubs native to the area; shall be open and accessible to the public during regular Forest Preserve District hours; and shall be kept free and clear of any structures except those riveredge amenities described on the Site Plan (e.g., trails, benches, a gazebo). Removal of any

healthy existing trees within this Conservation Area shall be prohibited. In addition, the Applicant shall submit with its first application for approval under Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approval") a tree protection plan describing the measures to be taken to protect trees within the Conservation Area during construction and a Riveredge Restoration and Landscape Management Plan describing the measures the Applicant shall take, prior to dedication of the easement, concerning naturally occurring plant species and native plant species that would improve the aesthetics and natural wildlife habitats within the Conservation Area. No Part II Approval shall be issued by the Department of Planning and Development until the aforementioned plans have been submitted; approved by the City, the Forest Preserve District of Cook County and the Chicago Park District; and the aforementioned conservation easement has been dedicated. The Applicant shall also provide and maintain the public amenities, e.g. benches, scenic overlooks, gazebo, described on the Site Plan. The Applicant shall also be responsible for maintaining and repairing any damage occurring to an existing seawall on the Applicant's Property, as well as other flood-control or storm-water detention structures which may be constructed on the Property for the benefit of residents of the Residential Planned Development and adjacent Property owners.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

13. The terms, conditions and exhibits of this Planned Development Ordinance may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated herein. Any such modification shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of subclauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum required distance between structures, a

reduction in periphery setbacks or an increase in the maximum percent of land covered.

14. Unless substantial construction of a minimum of fifty percent (50%) of the permitted dwelling units has commenced within seven (7) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to that of an R2 Single-Family Residence District.

[Existing Zoning Map, Property Line and Planned Development Boundary Map, Generalized Land Use Map, Existing Land Use Map, Site Plan, Landscape Plan and Elevation Plans attached to this Plan of Development printed on pages 46413 through 46428 of this Journal.]

Table of Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Residential Planned Development No. ____.

Use And Bulk Regulations And Related Controls.

Net Site Area Square Feet Acres	Description Of Permitted Uses	Maximum Floor Area Ratio	Maximum No. Of Dwelling Units	Maximum Percent Of Site Coverage
528,040 12.12	See Statement Number 5	0.85	280	As Per Site Plan

Net Site Area = Gross Site Area, 693,210 square feet (15.91 acres) less Area to be Dedicated Right-Of-Way, 165,170 square feet (3.79 acres) = 528,040 square feet (12.12 acres).

Maximum Floor Area Ratio for Total Net Site Area:	0.85.
Maximum Number of Dwelling Units:	280.
Minimum Number of Off-Street Parking Spaces:	395 (1.4:1).
Number of Off-Street Loading Berths:	5 (See approved Site Plan).
Maximum Percent of Site Coverage:	In accordance with attached Site Plan.
Minimum Required Building Setbacks:	In accordance with attached Site Plan.
Maximum Permitted Building Height:	In accordance with attached Elevation Plans.

Reclassification Of Area Shown On Map Number 14-I.

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

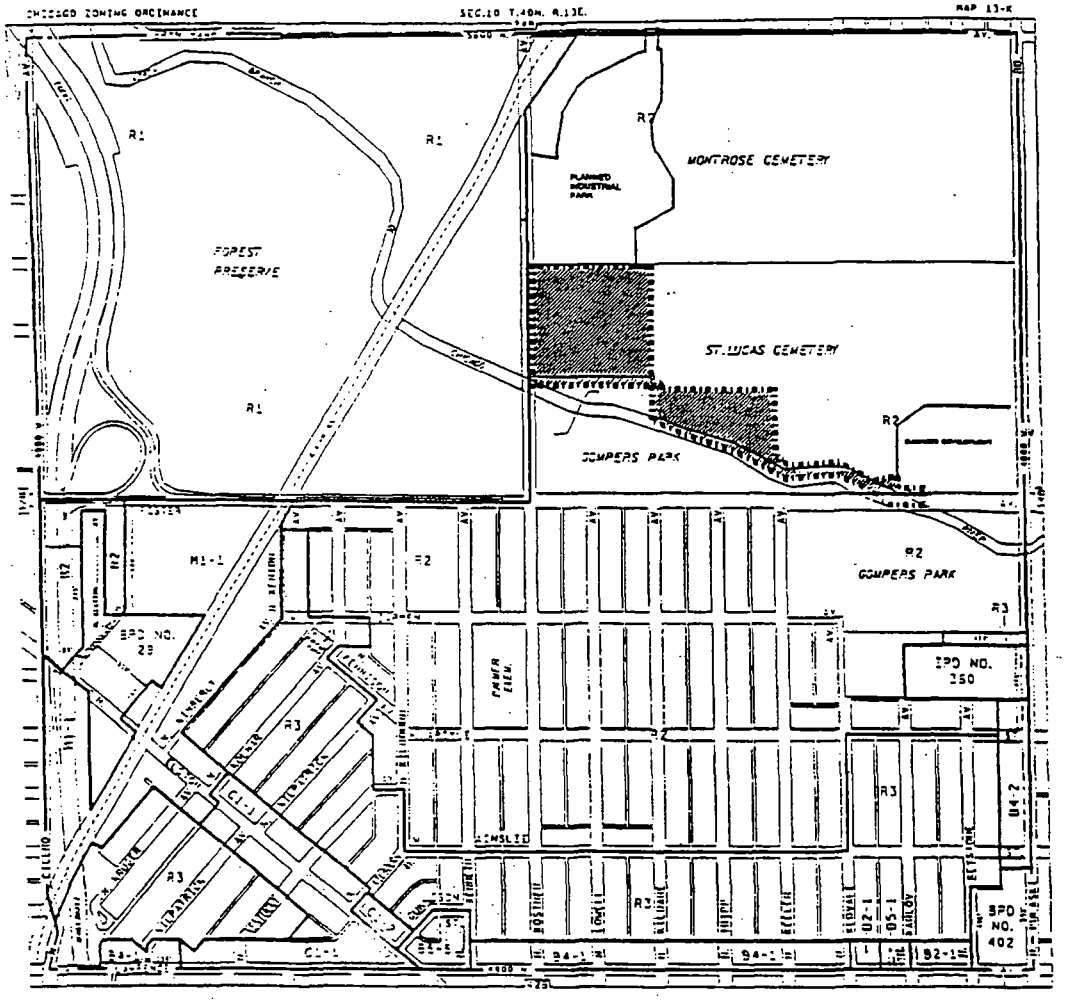
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 14-I in the area bounded by:

> the public alley next north of and parallel to West 63rd Street; a line 133.12 feet west of and parallel to South Maplewood Avenue; West 63rd Street; and a line 158.12 feet west of and parallel to South Maplewood Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

(Continued on page 46529)

Existing Zoning Map.



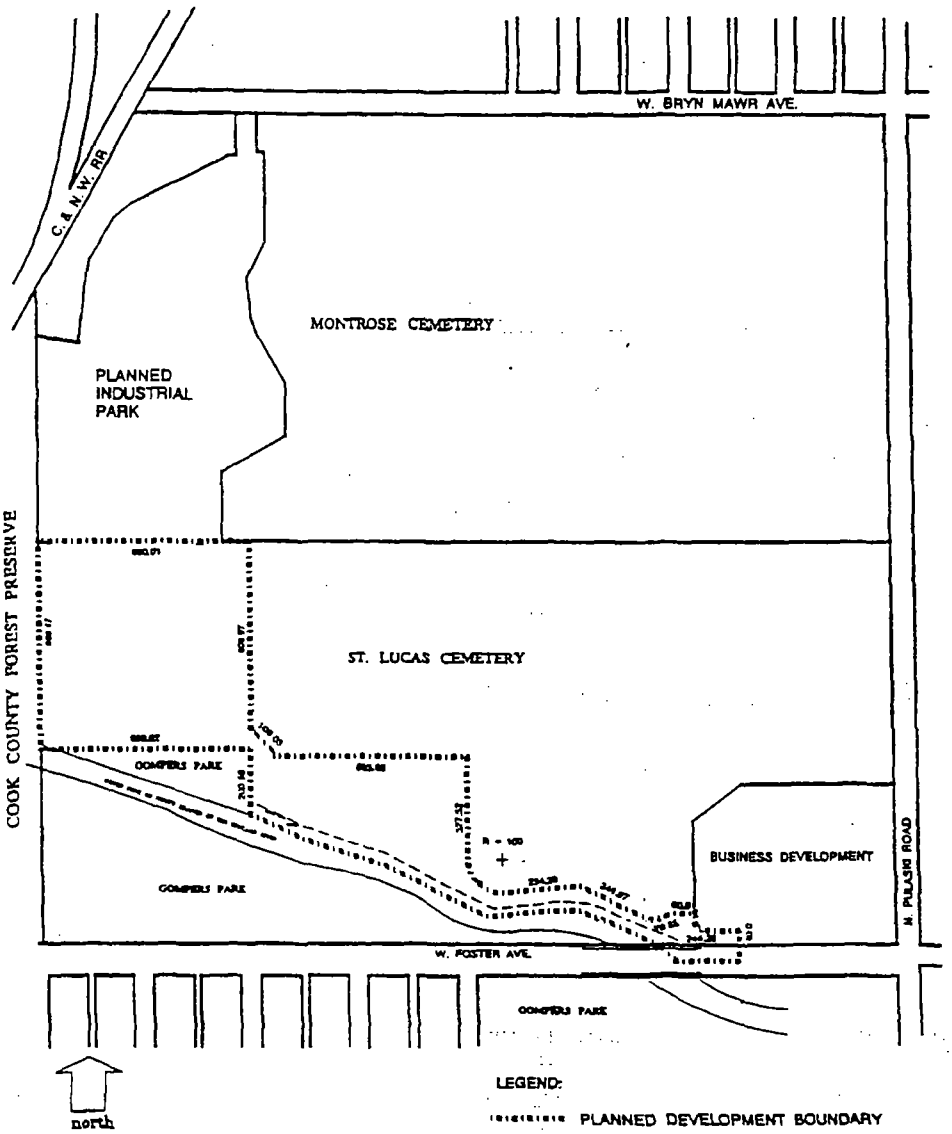
APPLICANT: NORWOOD BUILDERS, INC.

ADDRESS: 4050 - 4102 WEST FOSTER AVENUE

DATE: JULY 13, 1993

REVISED: FEBRUARY 10, 1994

Property Line And Planned Development Boundary Map.



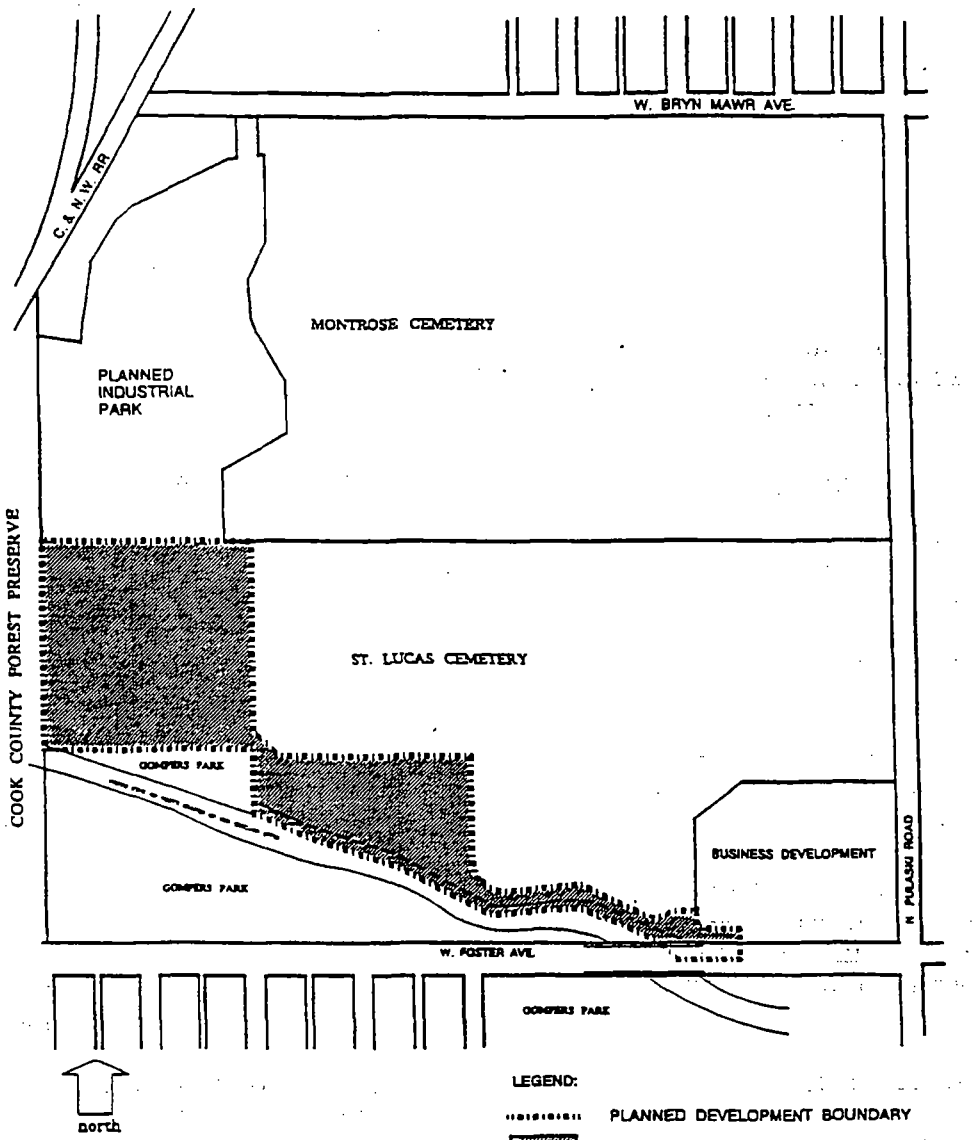
APPLICANT: NORWOOD BUILDERS, INC.

ADDRESS: 4050 - 4102 WEST FOSTER AVENUE

DATE: JULY 13, 1993

REVISED: FEBRUARY 10, 1994

Generalized Land Use Map.



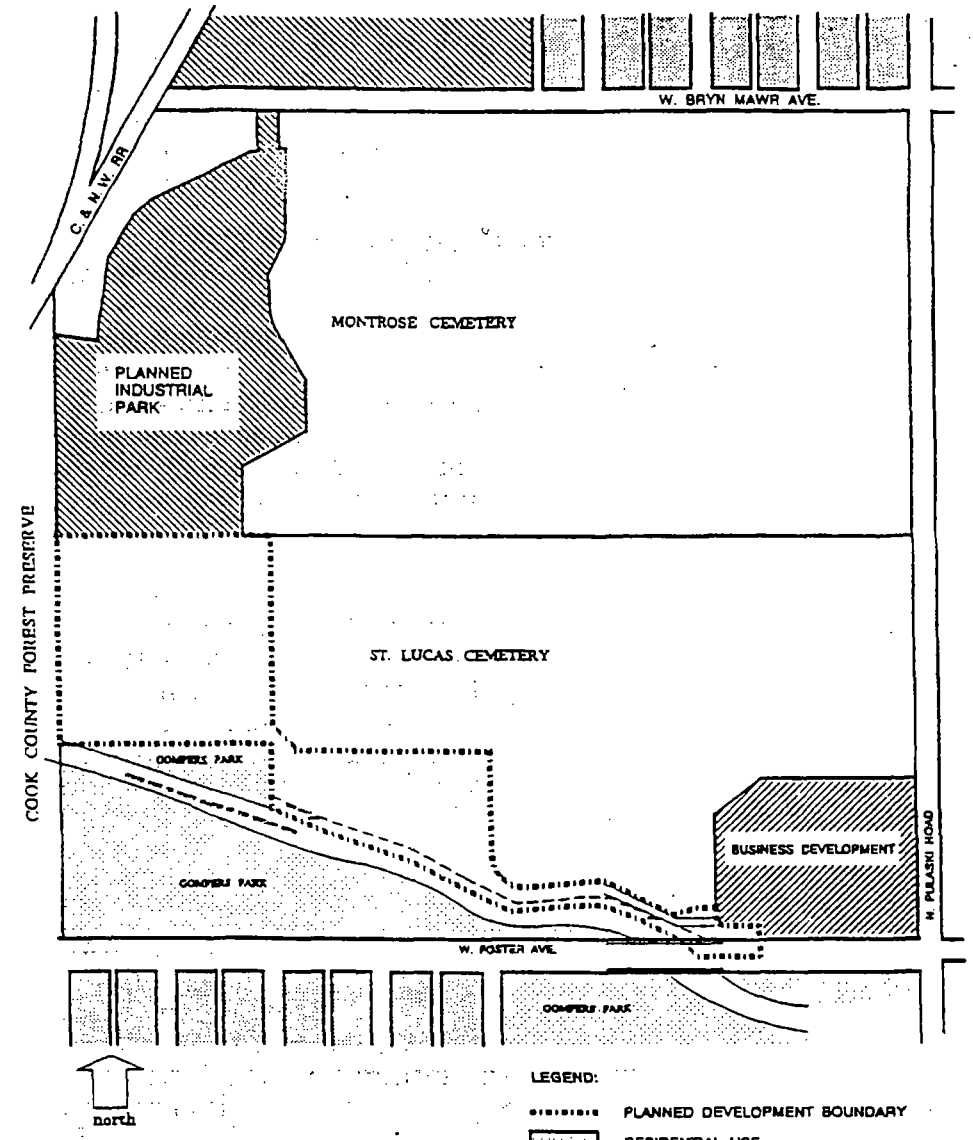
APPLICANT: NORWOOD BUILDERS, INC.

ADDRESS: 4050 - 4102 WEST FOSTER AVENUE

DATE: JULY 13, 1993

REVISED: FEBRUARY 10, 1994

Existing Land Use Map.



APPLICANT: NORWOOD BUILDERS, INC.

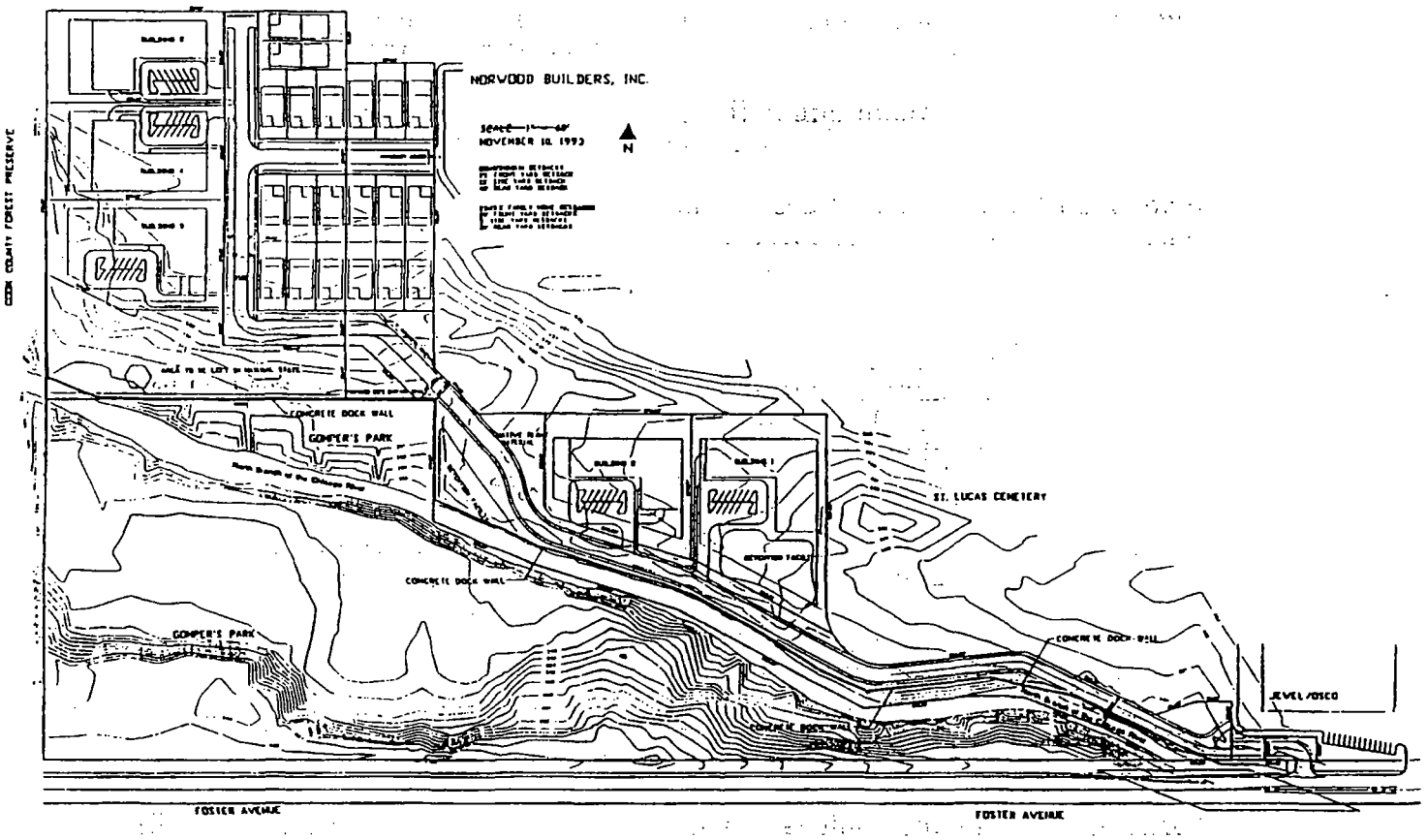
ADDRESS: 4050 - 4102 WEST FOSTER AVENUE

DATE: JULY 13, 1993

REVISED: FEBRUARY 10, 1994

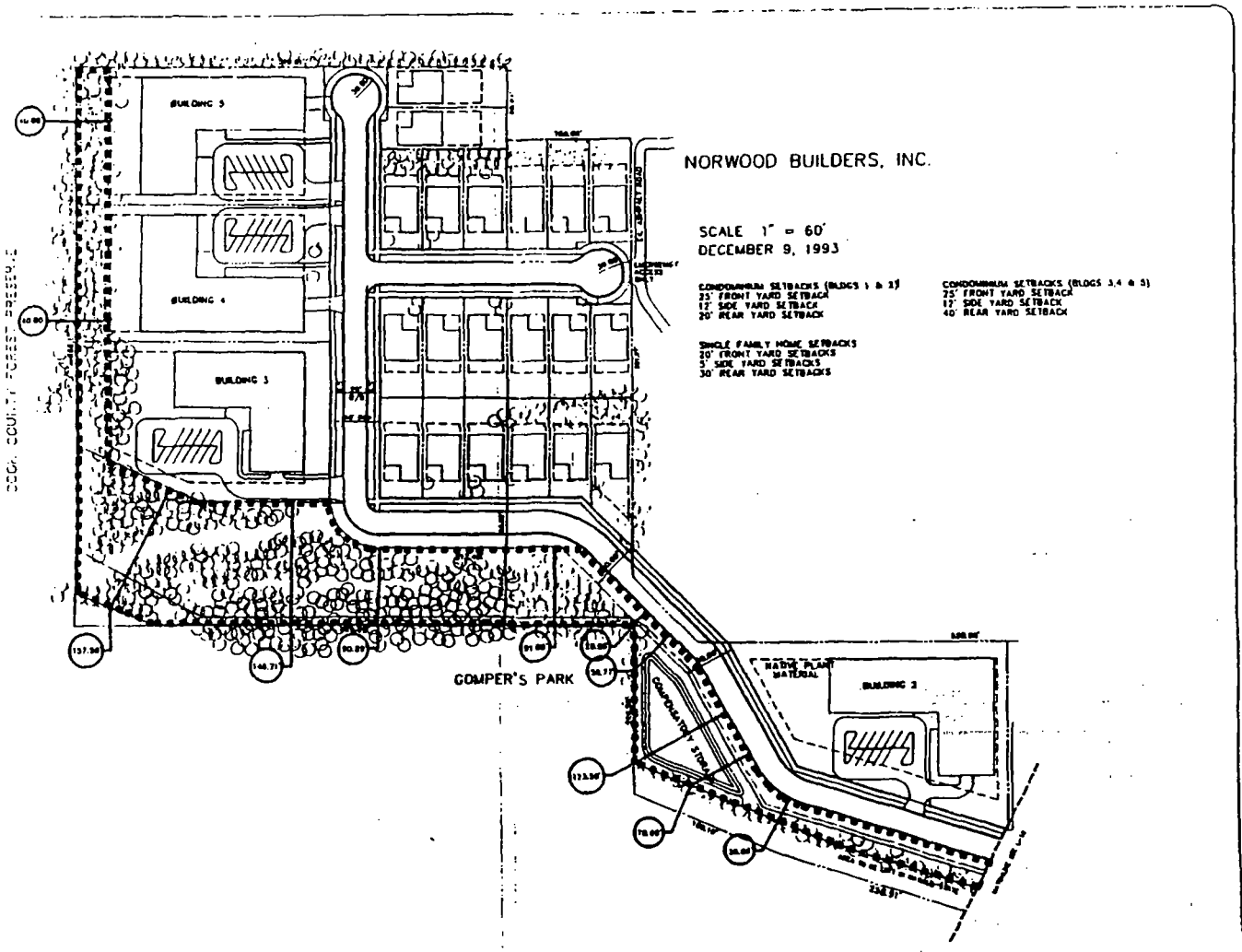
Site Plan.
(Page 1 of 3)

APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER AVENUE
DATE: JULY 13, 1993
DATE REVISED: FEBRUARY 10, 1994



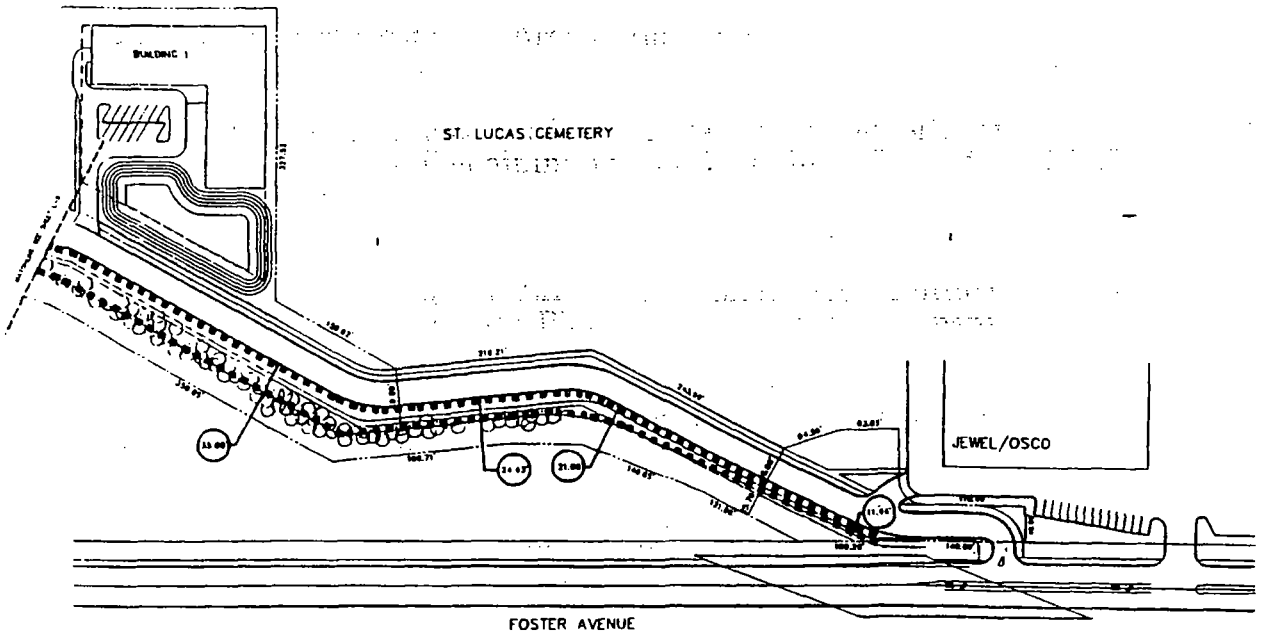
Site Plan.
(Page 2 of 3)

APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER
DATE: JULY 13, 1993
REVISED: FEBRUARY 10, 1994



Site Plan.
(Page 3 of 3)

APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER
DATE: JULY 13, 1993
REVISED: FEBRUARY 10, 1994



&ASSOC.

RIVERS EDGE

BY
NORWOOD BUILDERS

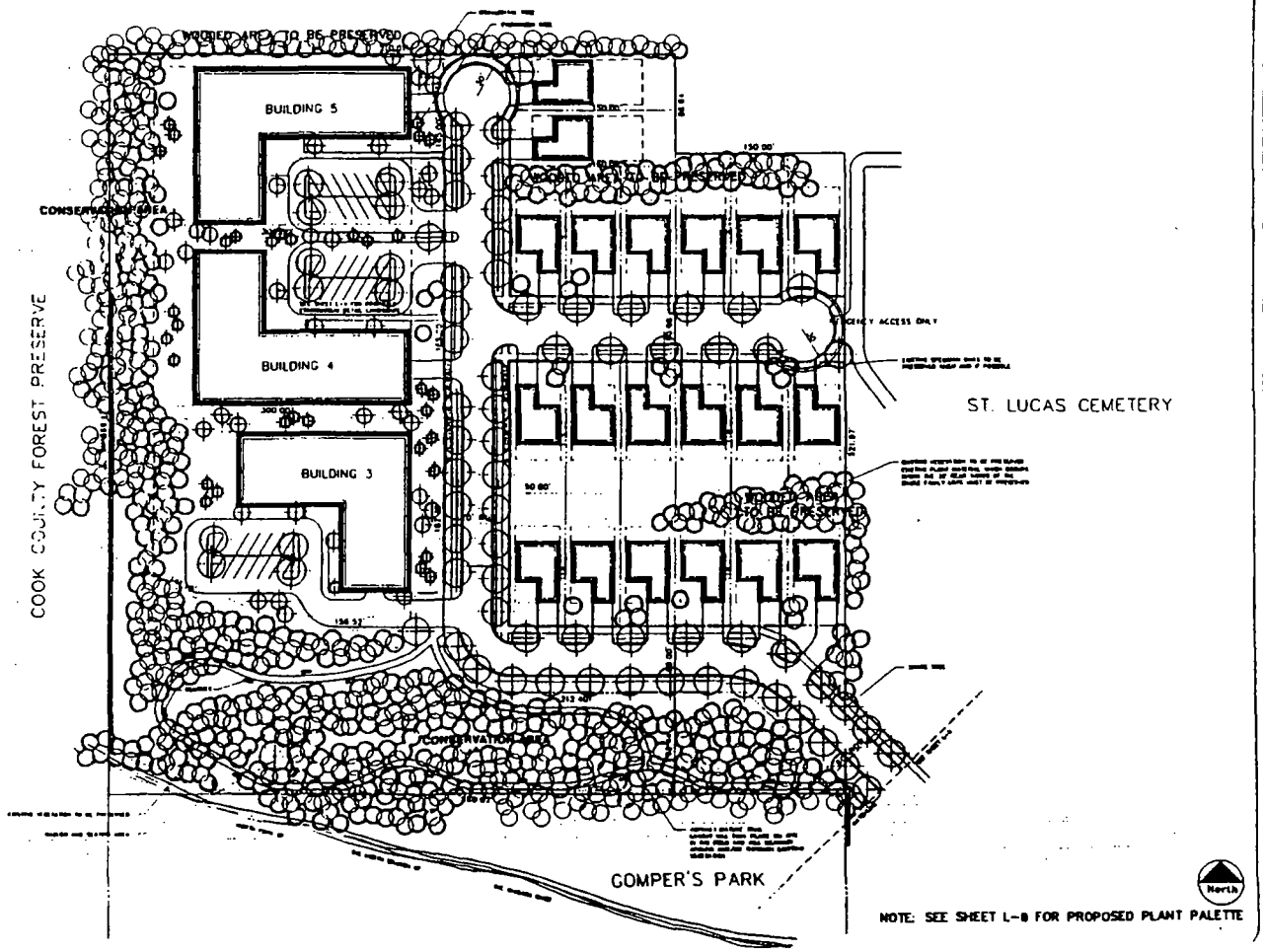
ST. LUCAS CEMETERY PROPERTY
CHICAGO, ILLINOIS

PROPOSED CONSERVATION EASEMENT PLAN

L-10

Landscape Plan.
(Page 1 of 8)

APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER
DATE: JULY 13, 1993
REVISED: FEBRUARY 10, 1994



NOTE: SEE SHEET L-8 FOR PROPOSED PLANT PALETTE

AK ASSOC.

RIVERS EDGE

BY
NORWOOD BUILDERS

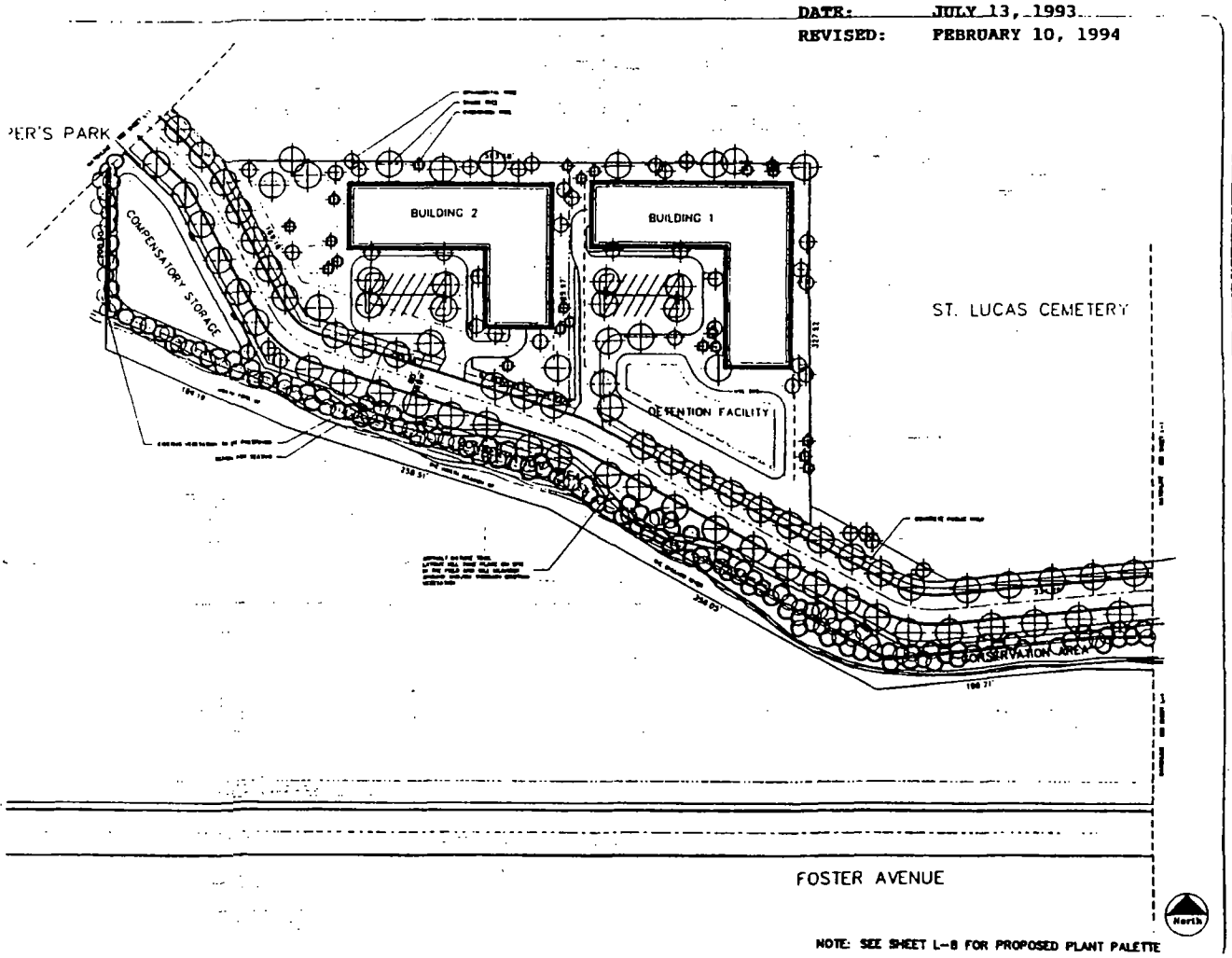
ST. LUCAS CEMETERY PROPERTY
CHICAGO, ILLINOIS

PROPOSED LANDSCAPE PLAN

L-1

Landscape Plan.
(Page 2 of 8)

APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER
DATE: JULY 13, 1993
REVISED: FEBRUARY 10, 1994



NOTE: SEE SHEET L-8 FOR PROPOSED PLANT PALETTE

RIVERS EDGE
BY
NORWOOD BUILDERS

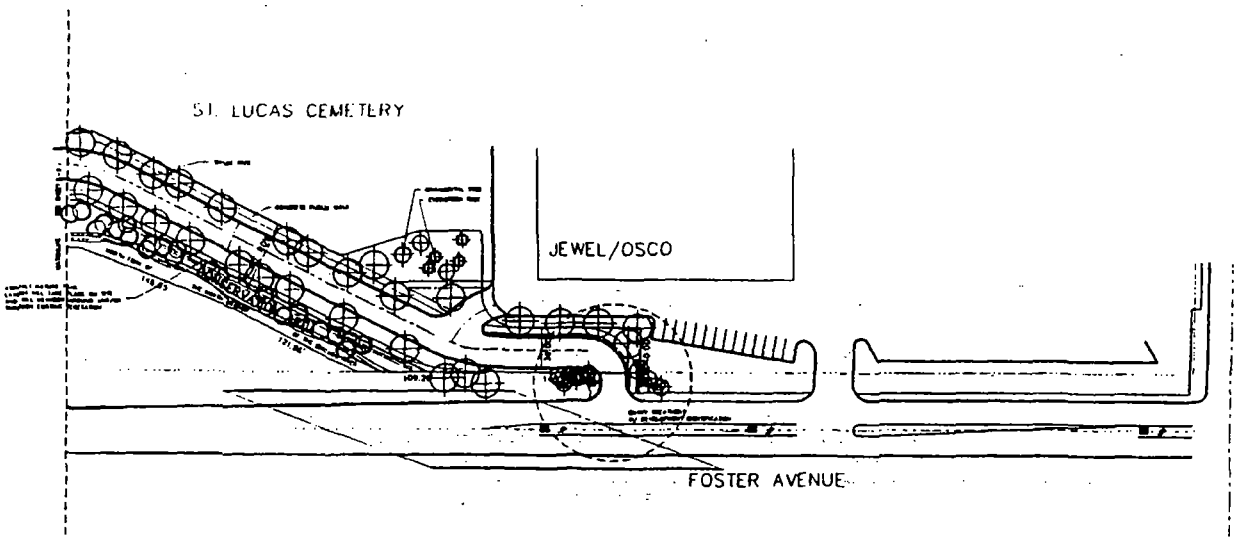
ST. LUCAS CEMETERY PROPERTY
CHICAGO, ILLINOIS

PROPOSED LANDSCAPE PLAN

L-2

Landscape Plan.
(Page 3 of 8)

APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER
DATE: JULY 13, 1993
REVISED: ~~FEBRUARY 10, 1994~~



NOTE: SEE SHEET L-8 FOR PROPOSED PLANT PALETTE

RIVERS EDGE
BY
NORWOOD BUILDERS

ST. LUCAS CEMETERY PROPERTY
CHICAGO, ILLINOIS

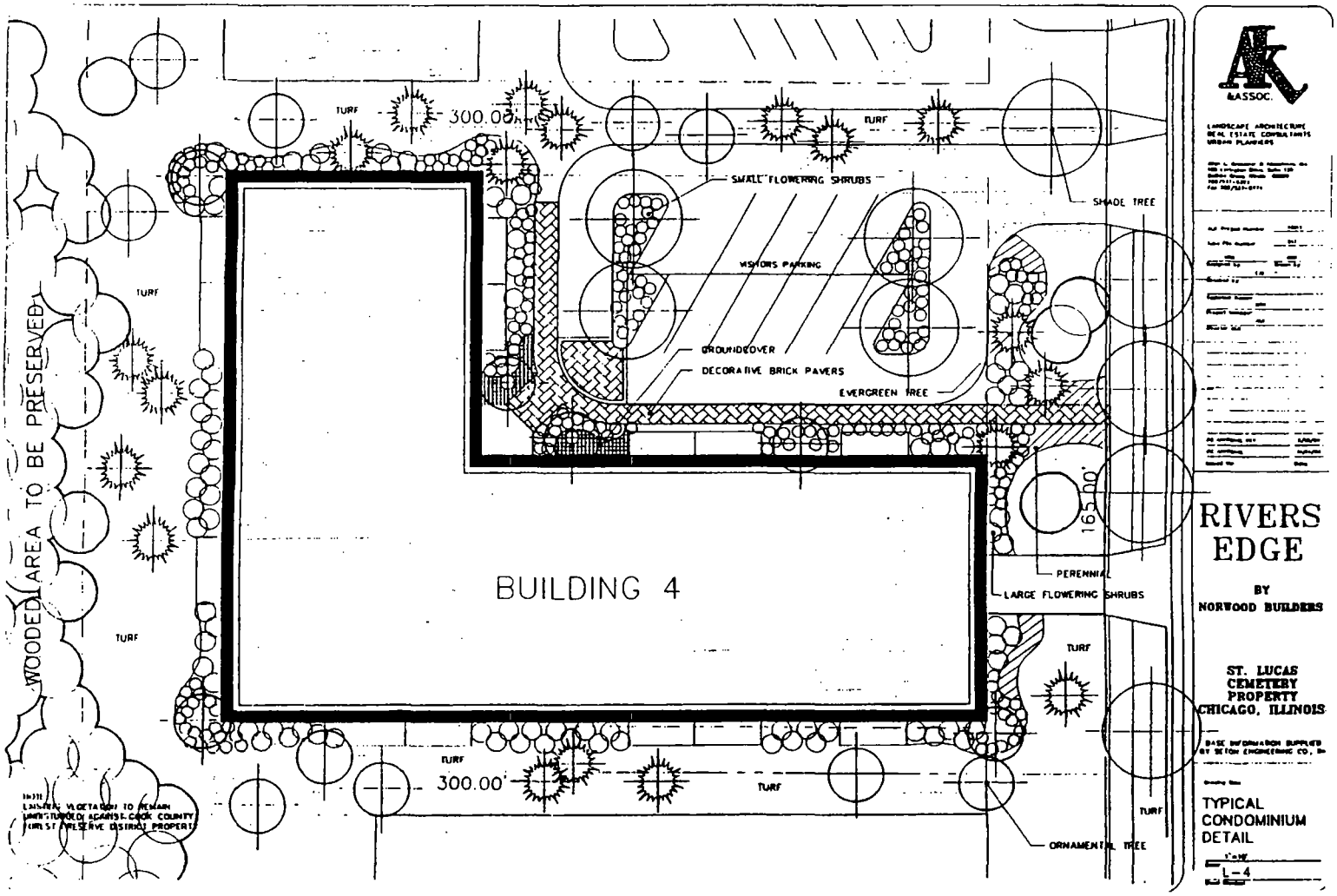
PROPOSED LANDSCAPE PLAN

L-3

Landscape Plan.
(Page 4 of 8)

APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER

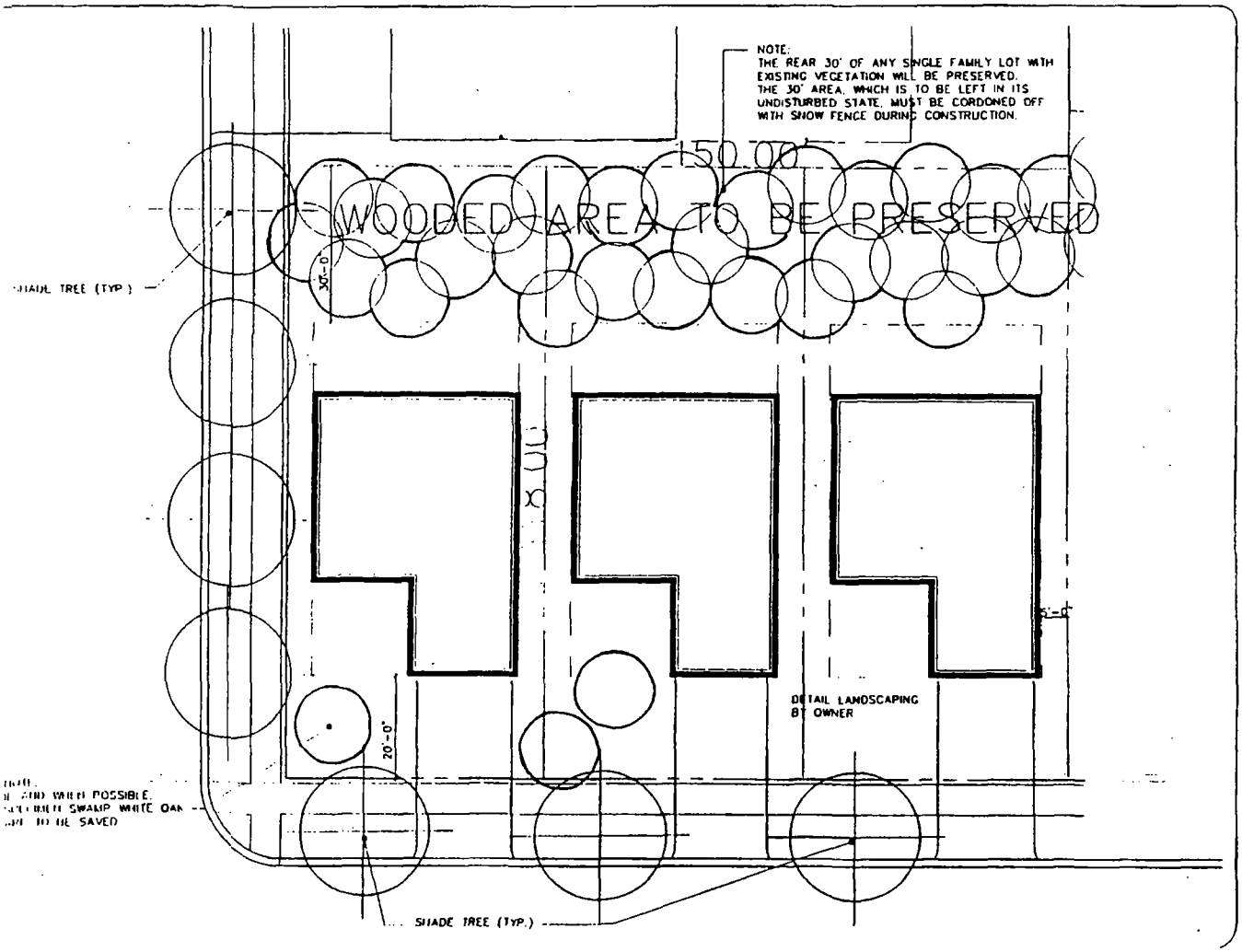
DATE: JULY 13, 1993
REVISED: FEBRUARY 10, 1994



Landscape Plan.
(Page 5 of 8)

APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER

DATE: JULY 13, 1993
REVISED: FEBRUARY 10, 1994



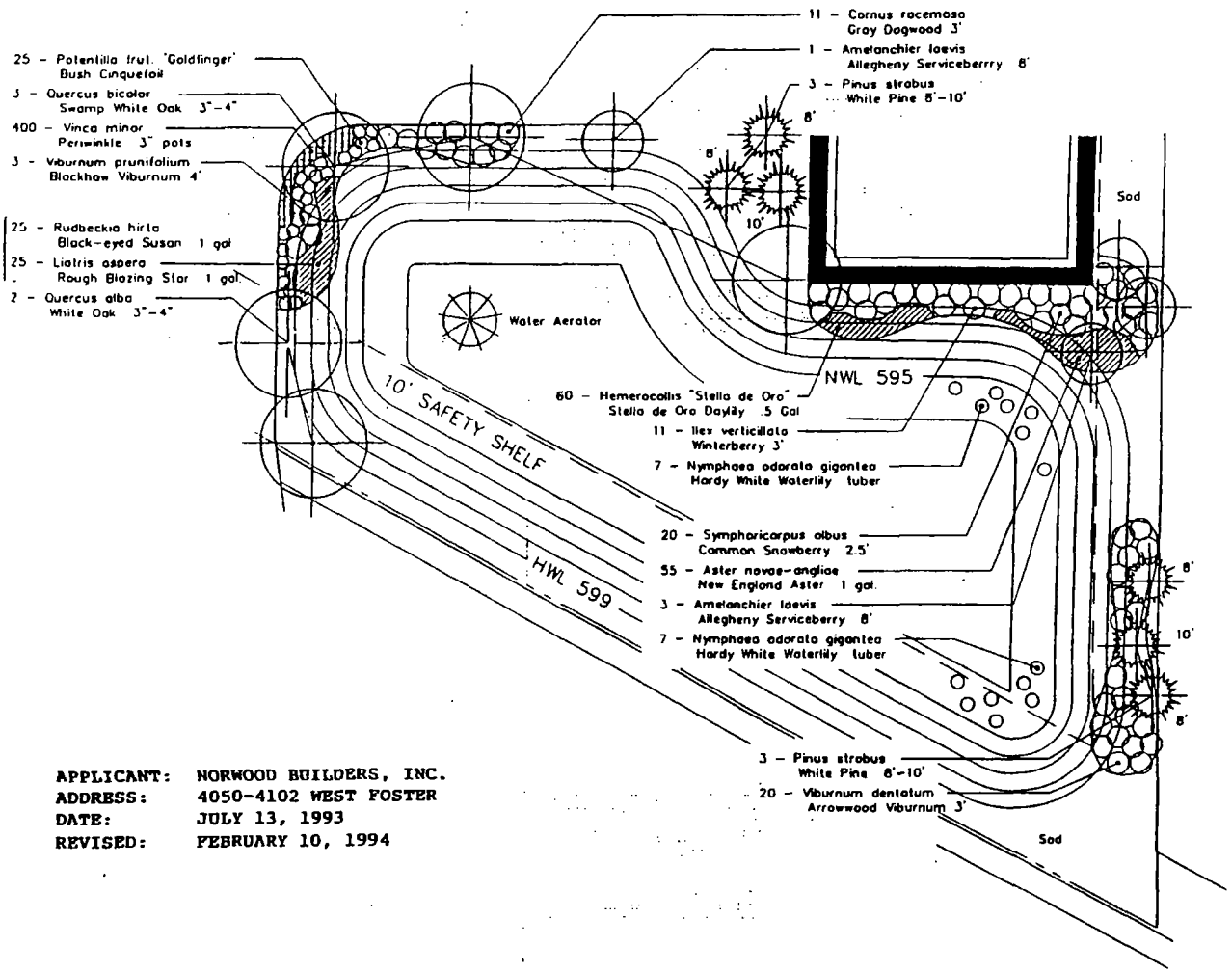
RIVERS EDGE

BY
NORWOOD BUILDERS

ST. LUCAS CEMETERY PROPERTY
CHICAGO, ILLINOIS

PROPOSED LANDSCAPE PLAN

Landscape Plan.
(Page 6 of 8)



APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER
DATE: JULY 13, 1993
REVISED: FEBRUARY 10, 1994

AK ASSOC.

LANDSCAPE ARCHITECTURE
REAL ESTATE CONSULTANTS
URBAN PLANNERS

RIVERS EDGE

BY
NORWOOD BUILDERS

ST. LUCAS CEMETERY PROPERTY
CHICAGO, ILLINOIS

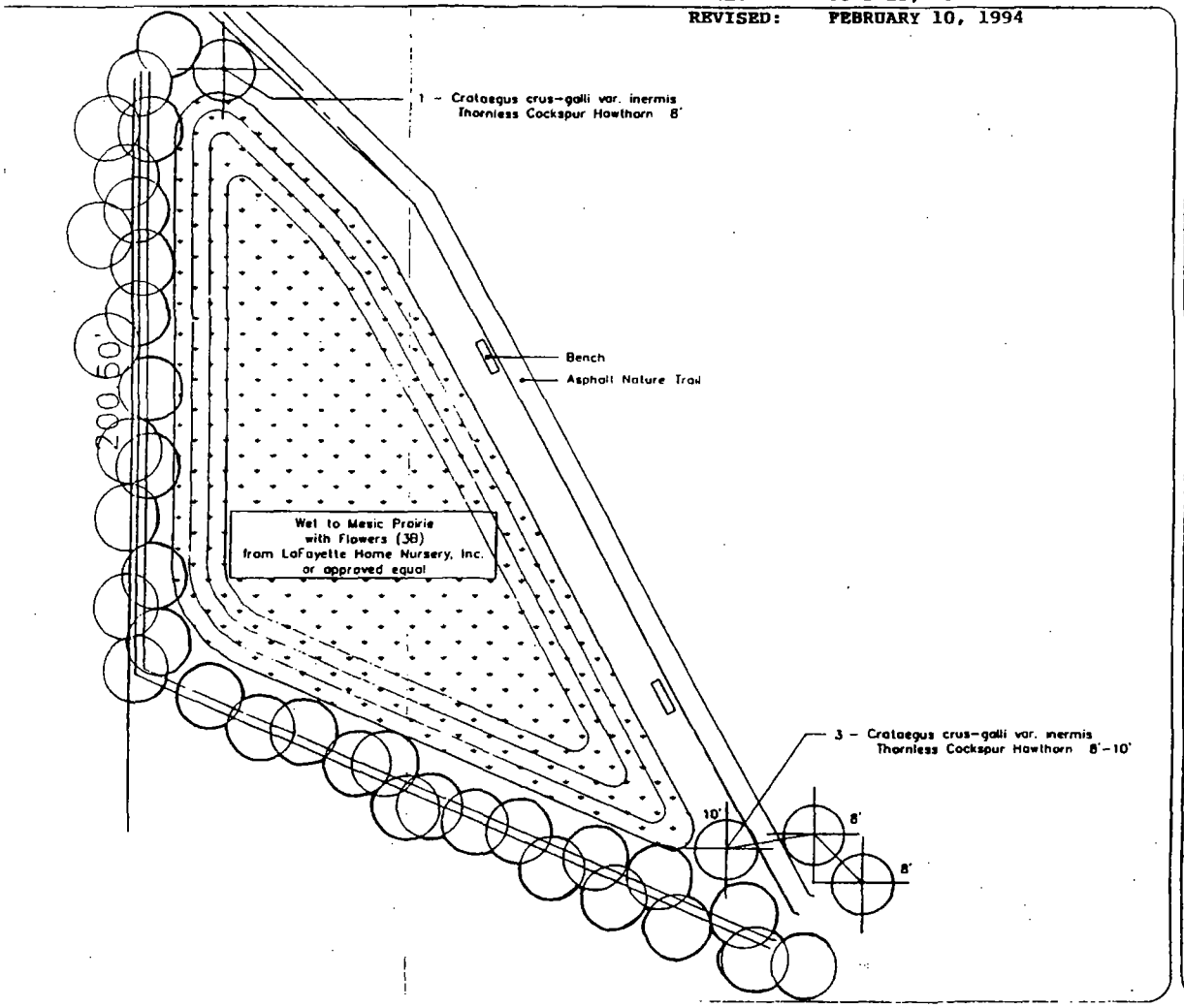
BASE INFORMATION SUPPLIED BY SEXTON ENGINEERING CO., Inc.

DETAIL PLANTING PLAN DETENTION FACILITY

L-6

Landscape Plan.
(Page 7 of 8)

APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER
DATE: JULY 13, 1993
REVISED: FEBRUARY 10, 1994



AK & ASSOC.

LANDSCAPE ARCHITECTURE, REAL ESTATE CONSULTANTS, URBAN PLANNERS

RIVERS EDGE

BY
NORWOOD BUILDERS

ST. LUCAS CEMETERY PROPERTY
CHICAGO, ILLINOIS

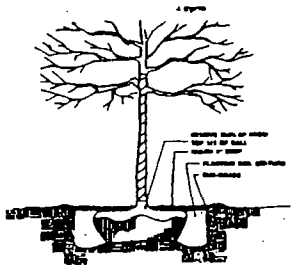
BASE INFORMATION SUPPLIED BY SEXTON ENGINEERING CO., INC.

DETAIL PLANTING PLAN COMPENSATORY STORAGE

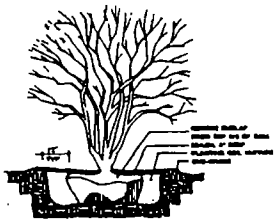
1"=15'

L-7

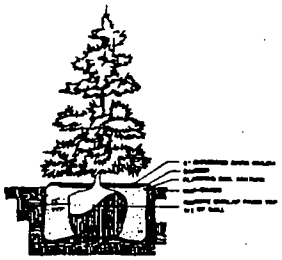
Landscape Plan.
(Page 8 of 8)



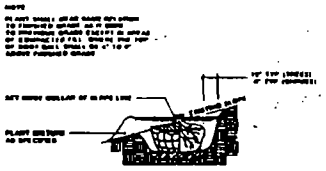
SHADE TREE



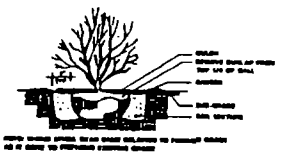
ORNAMENTAL TREE



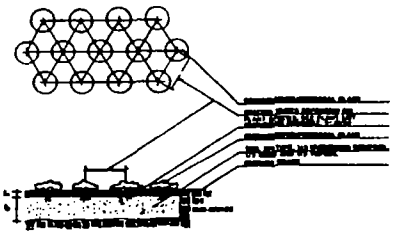
EVERGREEN TREE



PLANTING ON SLOPE



FLOWERING SHRUBS



GROUNDCOVER/PERENNIALS

APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST POSTER
DATE: JULY 13, 1993
REVISED: FEBRUARY 10, 1994

RIVER'S EDGE
BY
NORWOOD BUILDERS

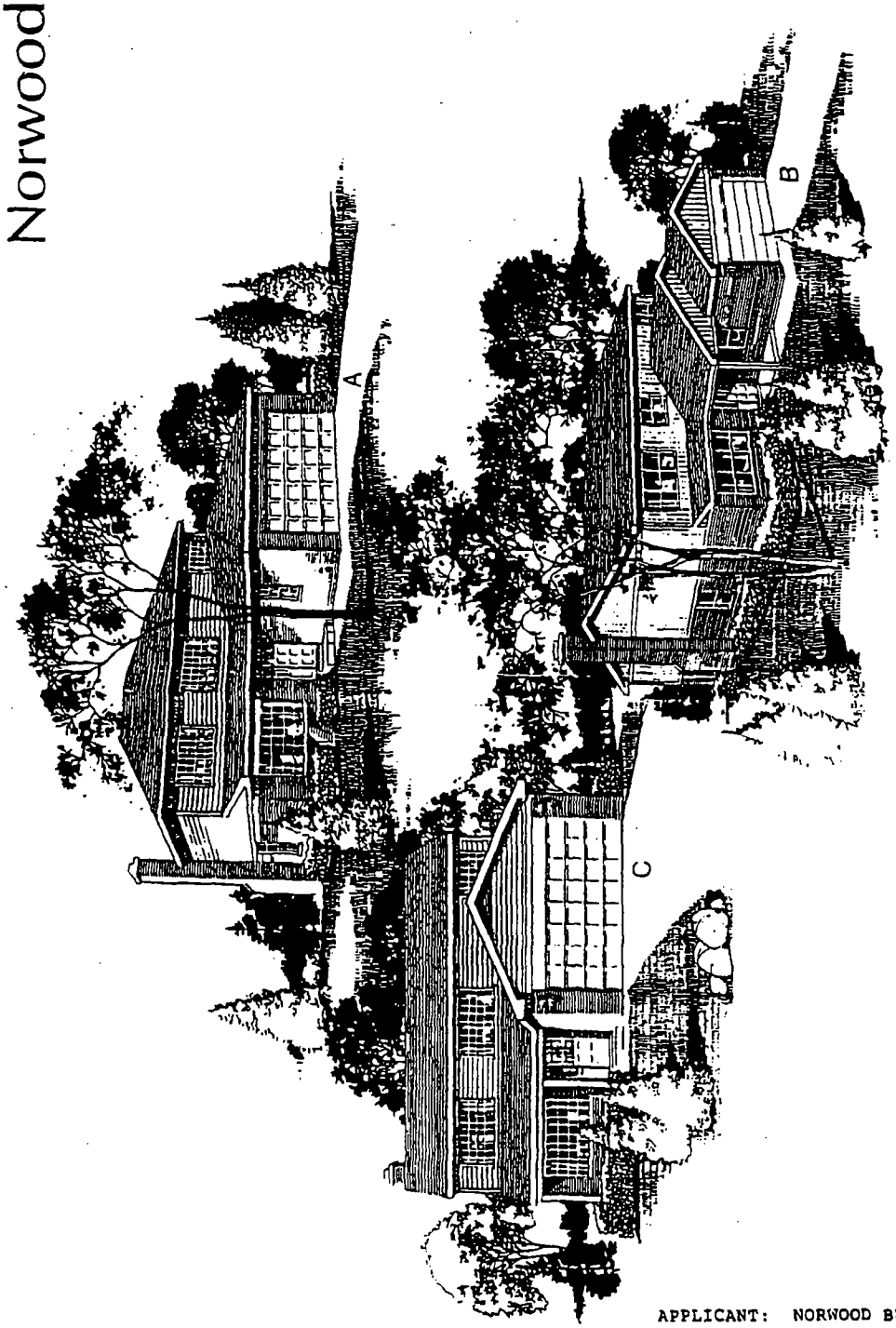
ST. LUCAS CEMETERY PROPERTY
CHICAGO, ILLINOIS

DETAILS

L-8

Elevation Plans.

Norwood



APPLICANT: NORWOOD BUILDERS, INC.
ADDRESS: 4050-4102 WEST FOSTER AVENUE
DATE: JULY 13, 1993
DATE REVISED: FEBRUARY 10, 1994

(Continued from page 46512)

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.
(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 R2 Single-Family Residence District symbols and indications as shown on Map No. 14-J in the area bounded by:

> a line 149.99 feet north of West 59th Street; the alley next east of South Spaulding Avenue; a line 104.99 feet north of West 59th Street; the east line of the alley next east of South Spaulding Avenue; a line 124.99 feet north of West 59th Street; South Sawyer Avenue; West 59th Street; and South Spaulding Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 14-J in the area bounded by:

> a line 149.99 feet north of West 59th Street; the alley next east of South Spaulding Avenue; a line 104.99 feet north of West 59th Street; the east line of the alley next east of South Spaulding Avenue; a line 124.99 feet north of West 59th Street; South Sawyer Avenue; West 59th Street; and South Spaulding Avenue,

to those of a Residential Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Residential Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Residential Planned Development (the "Planned Development") consists of approximately 33,858.32 square feet (± .77 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property ") and is owned or controlled by the Applicant, Senior Lifestyle Corporation.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant.

3. The requirements, obligations and conditions within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

   Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall

thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of fifteen (15) statements; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; a Site Plan, depicting any proposed landscaping along adjacent public right-of-ways, prepared by Mann, Gin, Ebel & Frazier Ltd., dated December 30, 1993 (the "Site/Landscape Plan"); and elevations of the proposed improvements prepared by Mann, Gin, Ebel & Frazier Ltd., dated December 30, 1993 (the "Elevations"). Reduced copies of the Site/Landscape Plan and the Elevations are attached hereto and full sized copies of these items are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.

5. The following uses are permitted in the Planned Development subject to the restrictions in Statement 12 and in the Table of Use and Bulk Regulations:

   Multi-family dwellings, accessory parking and accessory uses, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae which may exceed eight feet in diameter.

6. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.

7. Any dedication or vacation of streets, alleys, or easements, or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

8. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

9. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning and Development.

10. In addition to the maximum heights of the buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenance attached thereto also shall be subject to:

(A) Height limitations as certified and approved by the Federal Aviation Administration; and

(B) Airport zoning regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

11. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and Development and in effect on the date hereof.

12. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site/Landscape Plan and the Elevations. In addition, parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.

13. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the Planned Development by the Commissioner of the Department of Planning

and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

15. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provision of this section, then the zoning of the Property shall automatically revert to that of an R2 Single-Family Residence District.

[Existing Zoning Map, Planned Development Boundary and Property Line Map, Generalized Land Use Map, Existing Land Use Map, Site/Landscape Plan and Elevation Drawings attached to this Plan of Development printed on pages 46535 through 46540 of this Journal.]

Table of Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Residential Planned Development.

Plan Of Development

Use And Bulk Regulations And Data.

General Description of Land Use: See Statement Number 5.

Maximum Permitted Floor Area Ratio: 1.9.

Gross Site Area, ± 55,499.86 square feet = * Net Site Area, ± 33,858.32 square feet + Area Remaining in Public Right-of-Way, ± 21,641.54 square feet.

Setbacks from Property Line: In substantial conformance with the Site/Landscape Plan and the Plan of Development Statements.

Maximum Percentage of Site Coverage: In substantial conformance with Site/Landscape Plan.

Maximum Number of Dwelling Units: 10 units.

Maximum Number of Efficiency Units: 76 units.

Minimum Number of Off-Street Parking Spaces: 27 spaces.

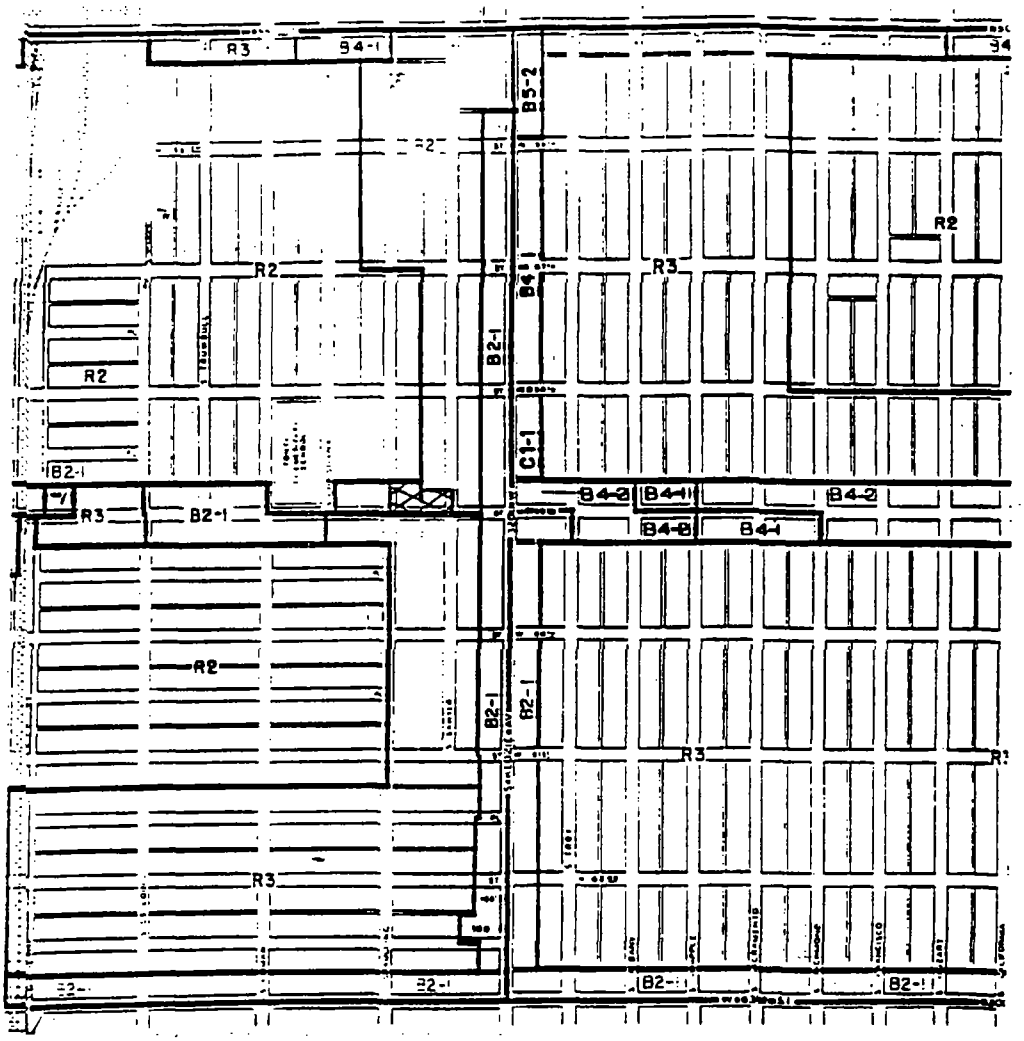
Minimum Number of Off-Street Loading Berths: 1 berth.

Maximum Height: In substantial conformance with the Elevations.

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* This includes 1,744 square feet of an alley to be vacated pursuant to a separate City Council ordinance. This does not include the twenty foot alley to be dedicated by the Applicant.

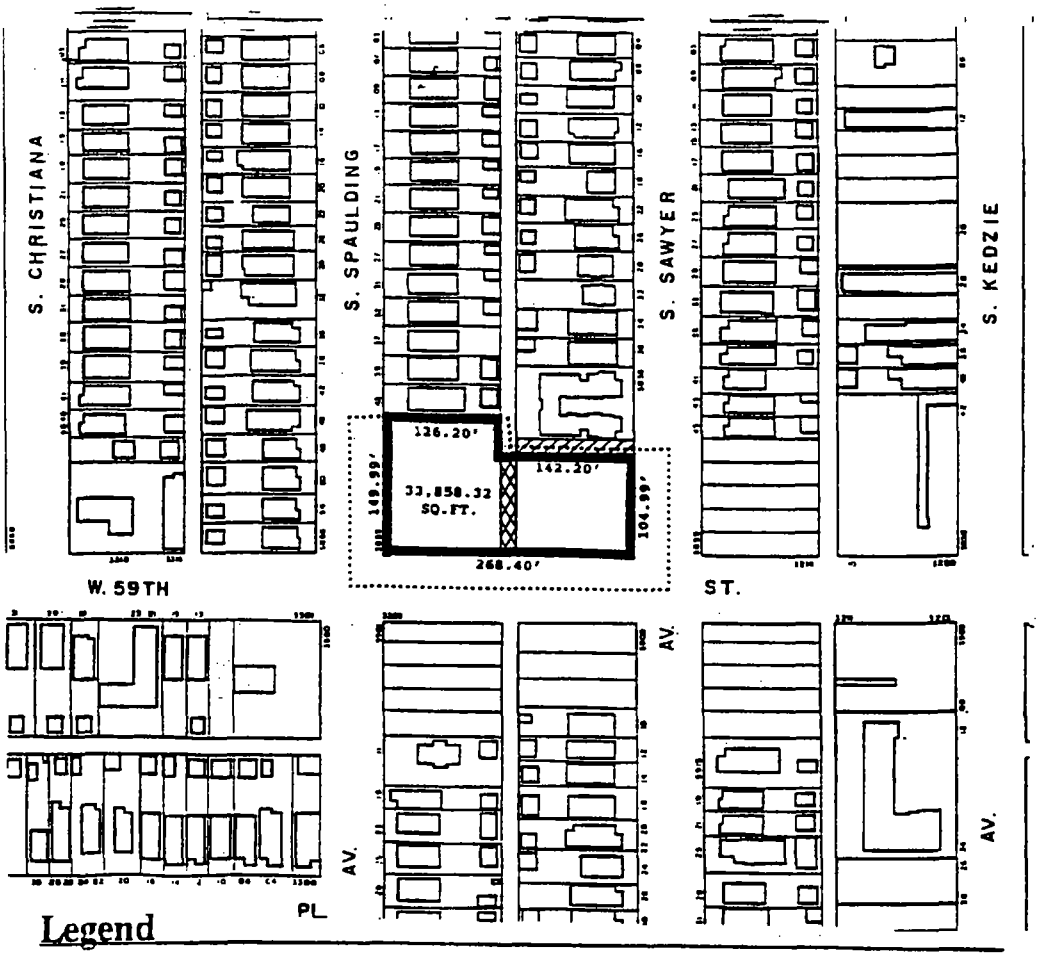
Existing Zoning Map.



Legend

	Subject Property
	Zoning Boundaries
Applicant:	Senior Lifestyle Corporation
Address:	737 N. Michigan Ave. Suite 900 Chicago, IL 60611
Date:	November 30, 1993
REVISED:	January 13, 1994
REVISED:	February 11, 1994

Planned Development Boundary And Property Line Map.

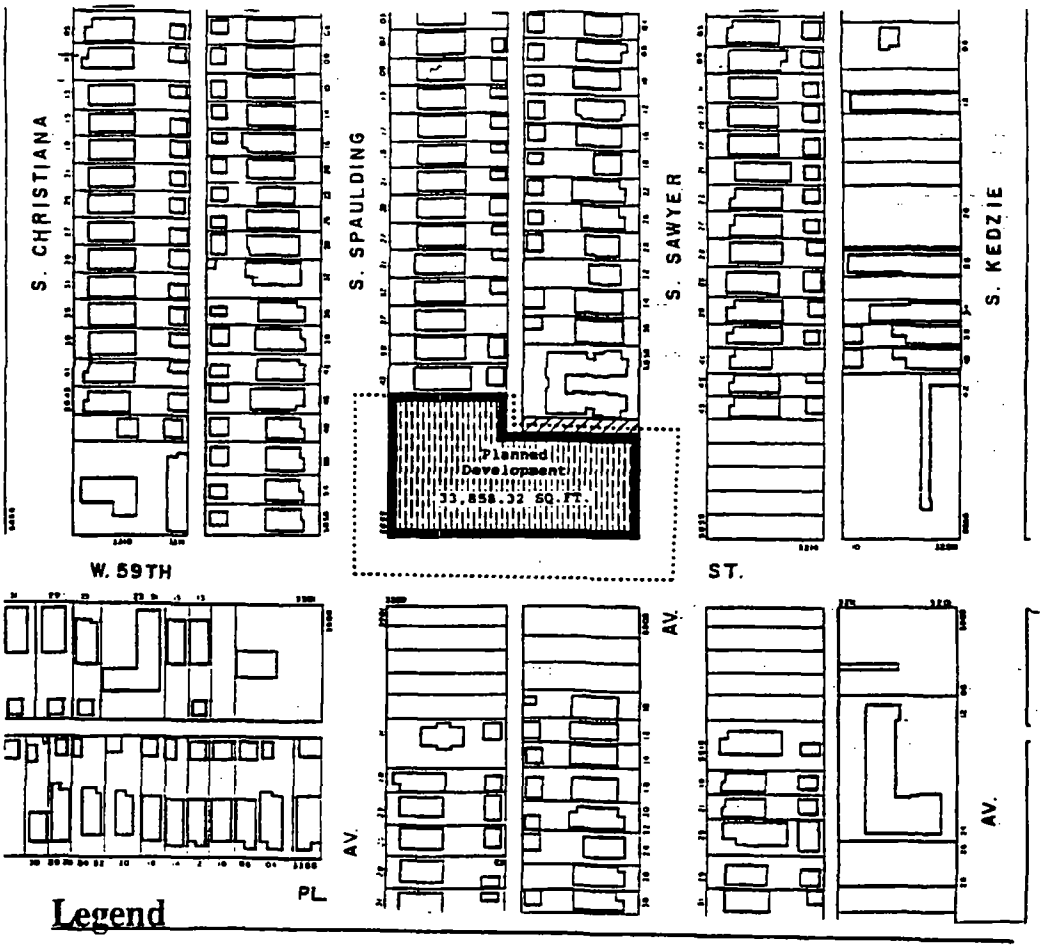


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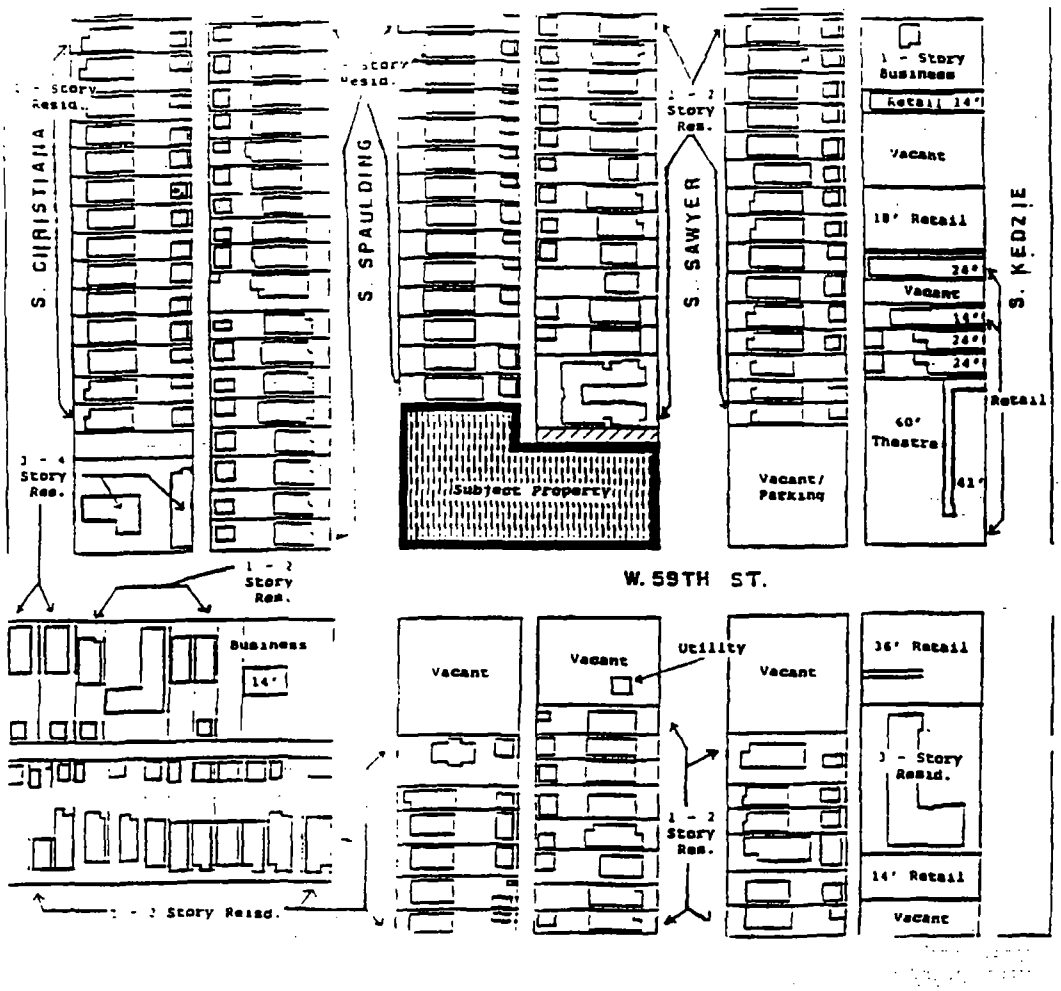
.....	Planned Development Boundary
▬▬▬	Property Line
▨	Alley to be dedicated
▨	Alley to be vacated

Applicant:	Senior Lifestyle Corporation
Address:	737 N. Michigan Ave. Suite 900 Chicago, IL 60611
Date:	November 30. 1993
REVISED:	January 13, 1994
REVISED:	February 11, 1994

Generalized Land Use Map.



Existing Land Use Map.



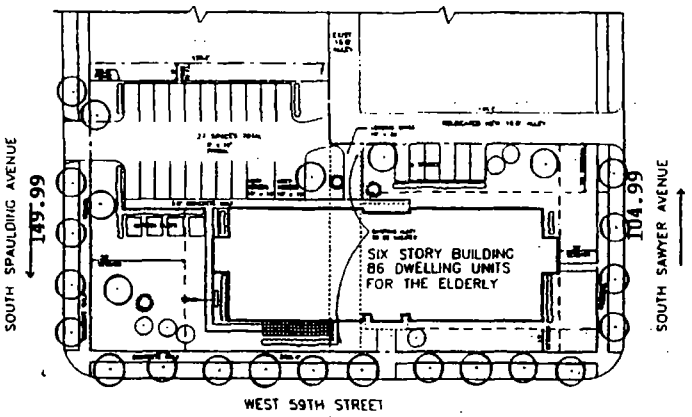
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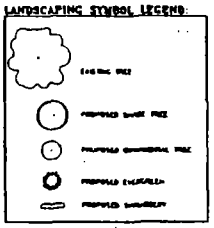
Alley to be dedicated.

Subject Property

Applicant: Senior Lifestyle Corporation
Address: 737 N. Michigan Ave. Suite 900 Chicago, IL 60611
Date: November 30, 1993
REVISED: January 13, 1994
REVISED: February 11, 1994

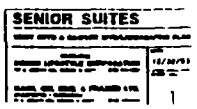
Site/Landscape Plan.





REVISED: January 13, 1994

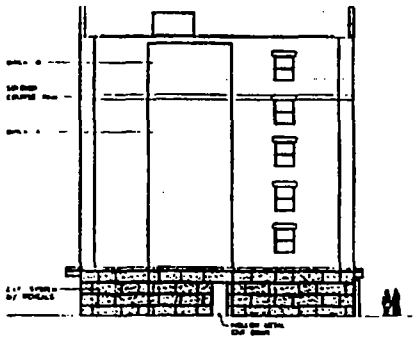
REVISED: February 11, 1994



Elevation Drawings.



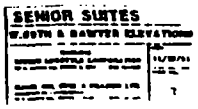
FRONT ELEVATION



SIDE ELEVATION

REVISED: January 13, 1994

REVISED: February 11, 1994



Reclassification Of Area Shown On Map Number 15-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. 15-H in the area bounded by:

West Granville Avenue; North Ravenswood Avenue; the alley next south of West Granville Avenue or a line thereof extended where no alley exists; and a line 118 feet west of North Ravenswood 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 18-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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 18-G in the area bounded by:

a line 50 feet north of and parallel to West 78th Street; the public alley next east of and parallel to South Ashland Avenue; West 78th Street; and South Ashland Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 22-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 R2 Single-Family Residence District and R3 General Residence District symbols and indications as shown on Map No. 22-G in the area bounded by:

West 94th Street; South Morgan Street; West 95th Street; and South Genoa Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 22-G in the area bounded by:

West 94th Street; South Morgan Street; West 95th Street; and South Genoa Street,

to those of an Institutional Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Institutional Planned Development.

Plan Of Development Statements.

1. The area delineated herein as a Institutional Planned Development (the "Planned Development") consists of approximately 85,243.6 square feet (1.96 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the Applicant, Genoa Limited Partnership.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant, its successors, assignees, or grantees.

3. The requirements, obligations and conditions within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holder and

any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of fourteen (14) statements; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; and a Site/Landscape Plan and Elevations prepared by Shayman Salk Arenson Sussholz & Company, dated February 10, 1994. Reduced copies of the Site/Landscape Plan and Elevations are attached hereto and full sized copies are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses are permitted in the Planned Development subject to the restrictions in Statement 12 and in the Table of Use and Bulk Regulations and Related Controls:

   Nursing home, accessory parking and accessory uses, including accessory broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae which may exceed eight feet in diameter.

6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs also shall be permitted, subject to the review and approval of the Department of Planning and Development.

7. Any dedication or vacation of streets, alleys, or easements, or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

8. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

9. Any service drives or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the Department of Planning and Development.

10. In addition to the maximum heights of buildings and any appurtenance attached thereto prescribed in this Planned Development, the height of the improvements or any appurtenances attached thereto shall also be subject to:

    (A) Height limitations as certified and approved by the Federal Aviation Administration; and

(B) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

11. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exists to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site/Landscape Plan and the Elevations. In addition, parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance and corresponding guidelines and regulations.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

13. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this

Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to an R3 General Residence District for the portion of the Property south of a line 139 feet north of West 95th Street and R2 Single-Family Residence District for the balance of the Property.

[Existing Zoning Map, Planned Development Boundary and Property Line Map, Generalized Land Use Map, Existing Land Use Map, Site/Landscape Plan and Elevation Drawings attached to this Plan of Development printed on pages 46548 through 46553 of this Journal.]

Table of Use and Bulk Regulations and Related Controls attached to this Plan of Development reads as follows:

Institutional Planned Development.

Plan Of Development

Use And Bulk Regulations And Related Controls.

General Description of Land Use: See Statement Number 5.

Maximum Permitted Floor Area Ratio: 1.0.

Gross Site Area, ±138,465.89 square feet = Net Site Area, ±85,243.6 square feet + Area Remaining in Public Right-of-Way, ±53,222.29 square feet.

Setbacks from Property Line: In substantial conformance with the Site/Landscape Plan and the Plan of Development Statements.

Maximum Percentage of Site Coverage: In substantial conformance with the Site/Landscape Plan.

Maximum Number of Beds: 226.

Minimum Number of Off-Street Parking: 61 spaces.

Minimum Number of Off-Street Loading Berths: 1 berth.

Maximum Building Height: In substantial conformance with the elevations.

Reclassification Of Area Shown On Map Number 26-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 B3-3 General Retail District symbols and indications as shown on Map No. 26-E in the area bounded by:

> a line 134.8 feet south of East 110th Place; South Michigan Avenue; a line 202.4 feet south of East 110th Place; and the alley next east of and parallel to South Wabash 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.

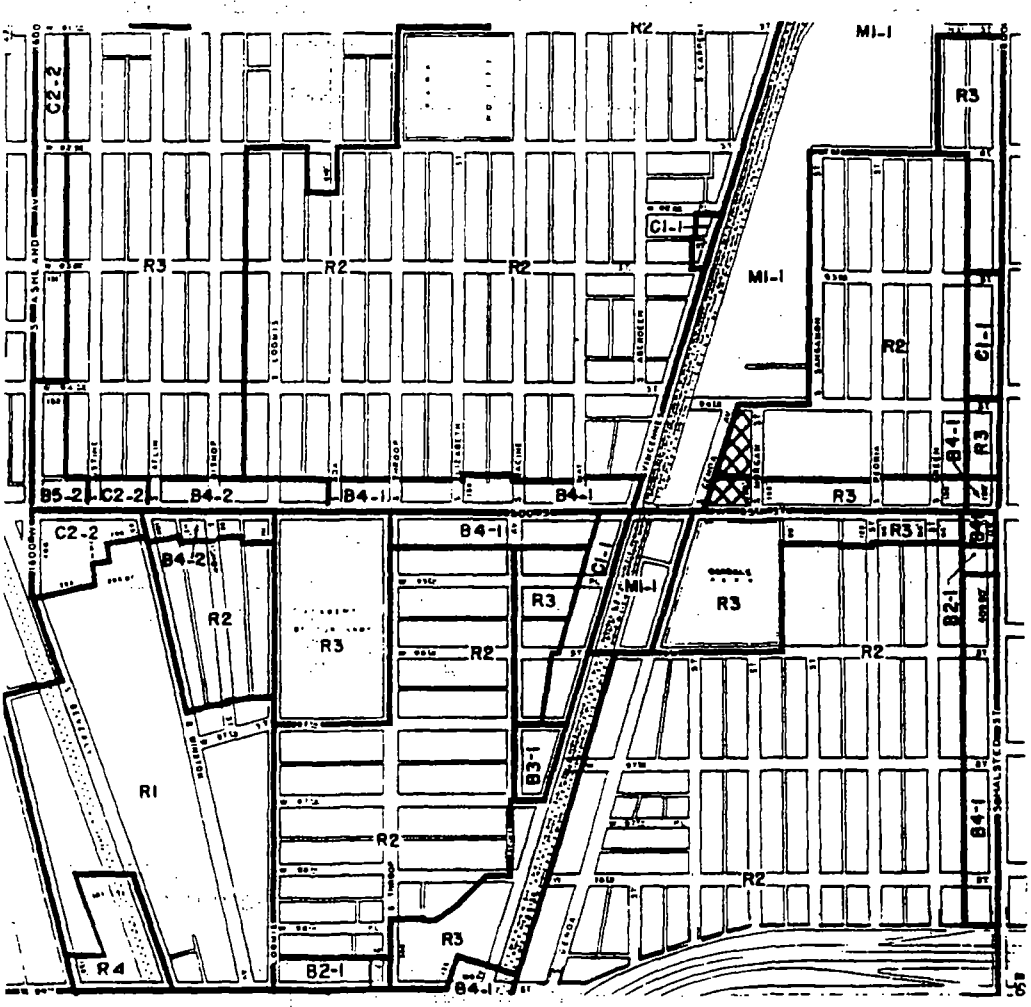
Reclassification Of Area Shown On Map Number 26-E.

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 R3 General Residence District symbols and indications as shown on Map No. 26-E in the area bounded by:

(Continued on page 46554)

Existing Zoning Map.



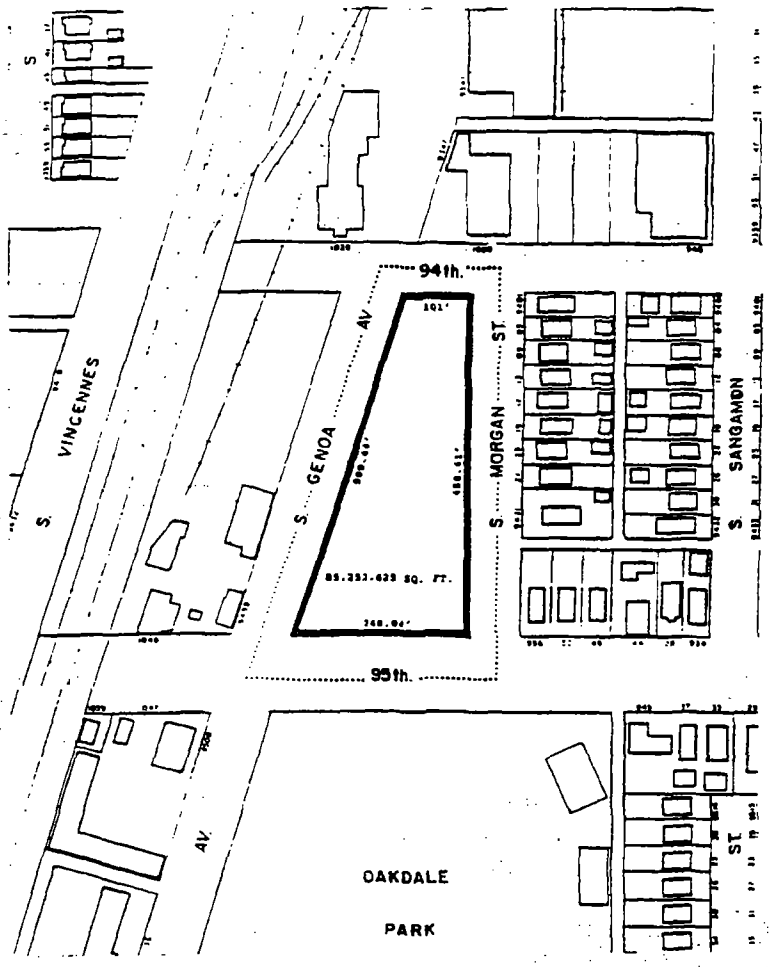
Legend

Subject Property

Zoning Boundaries

Applicant: Washington Heights Care Center
Address: 5301 W. Touhy Ave. Skokie, IL 60077
Date: November 30, 1993

Planned Development Boundary And Property Line Map.



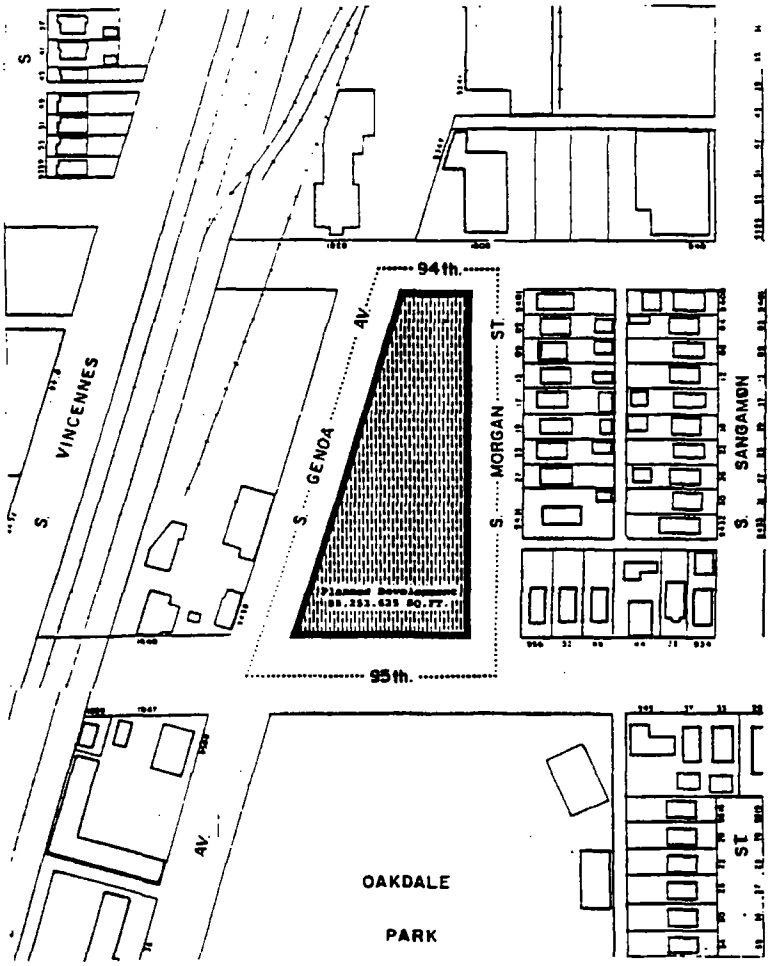
Legend

..... Planned Development Boundary

Property Line

Applicant: Washington Care Center
Address: 5301 W. Touhy Ave. Skokie, IL 60077
Date: November 30, 1993

Generalized Land Use Map.

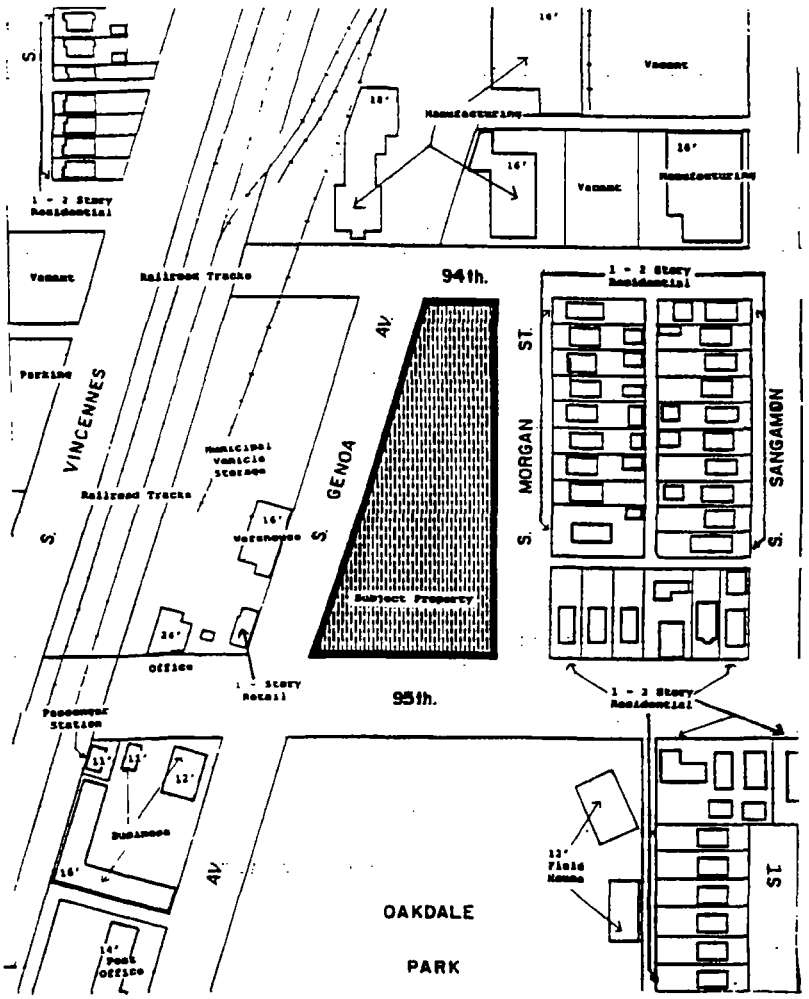


Legend

.....	Planned Development Boundary
▬▬▬	Property Line
▒▒▒	See Statement #5

Applicant: Washington Heights Care Center
Address: 5301 W. Touhy Ave. Skokie, IL 60077
Date: November 30, 1993

Existing Land Use Map.

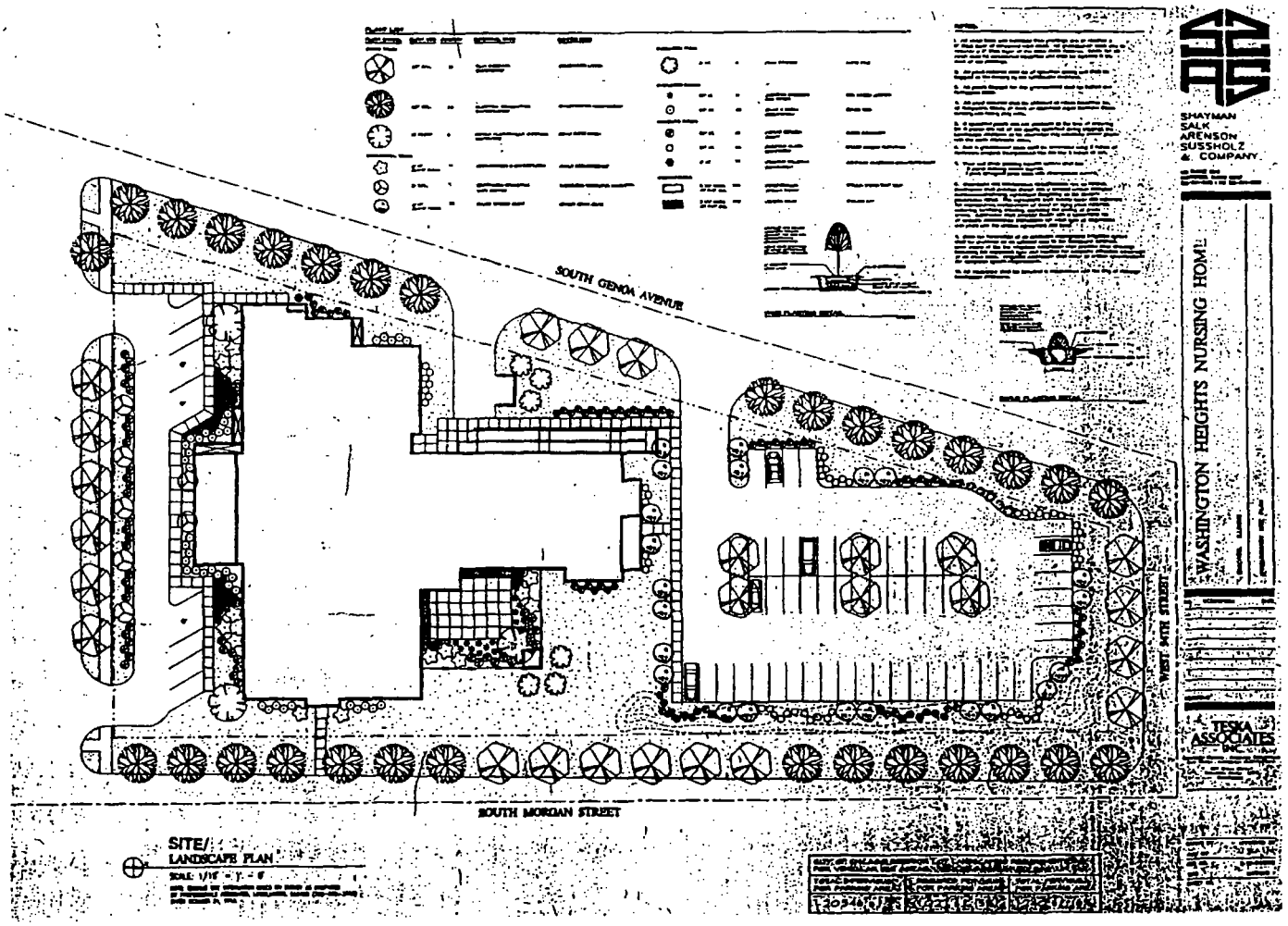


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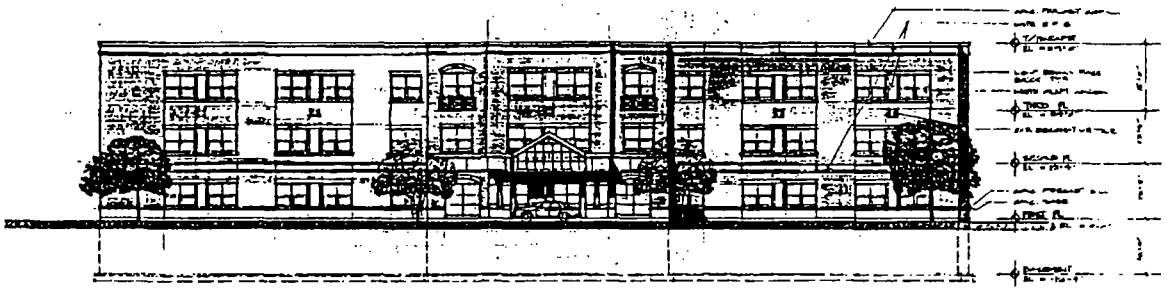
Subject Property

Applicant: Washington Heights Care Center
Address: 5301 W. Touhy Ave. Skokie, IL 60077
Date: November 30, 1993

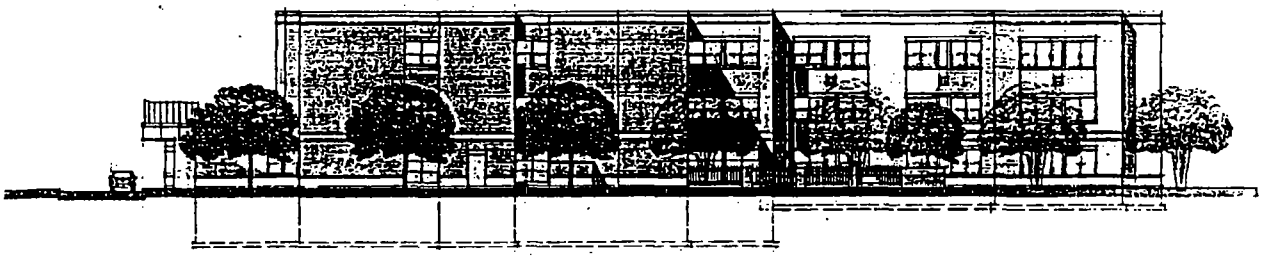
Site/Landscape Plan.



Elevation Drawings.



SOUTH ELEVATION



EAST ELEVATION

SHAYMAN SALK ARENSON SUSSHOLZ & COMPANY

WASHINGTON HEIGHTS NURSING HOME

CHICAGO, ILLINOIS

(Continued from page 46547)

a line 212 feet north of East 110th Street; the alley next east of and parallel to South Wabash Avenue; a line 187 feet north of East 110th Street; and South Wabash Avenue,

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 32-A.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 32-A in the area bounded by:

a line 25 feet north of and parallel to the public alley next north of and parallel to East 132nd Street; the public alley next east of and parallel to South Avenue O extended (or a line 130 feet east of and parallel to South Avenue O); East 132nd Street; and South Avenue O,

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 32-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 32-E in the area bounded by:

East 133rd Street; South Prairie Avenue; a line 100 feet south of East 133rd Street; and South Indiana Avenue,

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 32-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 32-E in the area bounded by:

a line 200 feet north of the alley next north of and parallel to East 134th Street; South Prairie Avenue; the alley next north of and parallel to East 134th Street; and the alley next west of and parallel to South Prairie 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.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREA SHOWN ON MAP NUMBER 6-G.

(Adverse Committee Recommendation)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on February 23, 1994, 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. Also approved was an application for an exception for 3401 West 38th Street. I would also beg leave to recommend the appointment of Mr. Paul Woznicki as Zoning Administrator for the Department of Zoning.

I beg leave to recommend the passage of eleven ordinances which were corrected and amended in their corrected form. The application numbers are 11188, 11141, 11115, 11175, 11207, 11178, 11204, 11191, 11202, 11198 and A-3120.

Application Number 11205 was voted unanimously do not pass.

At this time, I, along with Alderman Ed Smith, move that this report be *Deferred* and published, with the exception of Application Number MA-26 regarding the appointment of Mr. Paul Woznicki, Application Numbers 11207, 11188, and the one exception for 3401 West 38th Street for which I request immediate passage because time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-G in the area bounded by:

a point 243.27 feet northwesterly of West 31st Street and 162.99 feet westerly of South Haynes Court (as measured at the northerly right-of-way line of West 31st Street); a line 162.99 feet westerly of and parallel to South Haynes Court; West 31st Street; a line 221.39 feet westerly of

South Haynes Court (as measured from the northerly right-of-way line of West 31st Street; a line from a point 221.39 feet westerly of South Haynes Court (as measured at the northerly right-of-way line of West 31st Street) and 212.46 feet northwesterly of West 31st Street, to a point 243.27 feet northwesterly of West 31st Street and 162.99 feet westerly of South Haynes Court (point of beginning),

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF TITLE 4, CHAPTER 5, SECTION 010 OF MUNICIPAL CODE OF CHICAGO TO ESTABLISH SEPARATE LICENSE FEE FOR CERTAIN AUTOMATIC FOOD VENDING MACHINES.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on License and Consumer Protection, submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Joint Committee on Finance and License and Consumer Protection, having had under consideration an ordinance amending Chapter 4-5 of the Municipal Code of the City of Chicago concerning license fees, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) EUGENE C. SCHULTER,
Committee on License
and Consumer Protection,
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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

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 4-5-010 of the Municipal Code of Chicago is hereby amended by inserting the language in italics in subsection 4-5-010 (41), as follows:

4-5-010 Establishment Of License Fees.

This chapter shall establish fees for various licenses created by this title unless otherwise provided. The following fees shall apply for the specified licenses. The chapter in which each fee requirement is created is also provided. Unless otherwise stated, fees shall be assessed on an annual basis.

* * * * *

(41)	Food-vending machine automatic (4-8)	$400.00 plus
	Per vending machine *(other than a machine that dispenses chewing gum only)* per establishment	14.00
	Per vending machine that dispenses chewing gum only per establishment	*3.00*

* * * * *

SECTION 2. The change in license fees specified in Section 1 of this ordinance shall be implemented from and after the effective date for original licenses, and on the first and subsequent renewals of existing licenses. No licensee shall be entitled to a rebate of any portion of a license fee for the license period during which this ordinance takes effect.

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

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON PARKS AND RECREATION.

AUTHORIZATION FOR EXECUTION OF AGREEMENT WITH CHICAGO PARK DISTRICT AND INTERFAITH COUNCIL FOR THE HOMELESS FOR OPERATION OF SHELTER AND WARMING CENTER IN CLARENDON PARK FIELDHOUSE.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Parks and Recreation, submitted the following report:

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Joint Committee on Finance and Parks and Recreation, having had under consideration an ordinance authorizing the Commissioner of the Department of Human Services to execute an agreement with the Chicago Park District and the Interfaith Council for the Homeless to operate the Clarendon Park Fieldhouse as a shelter and a warming center, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) MARY ANN SMITH,
Committee on Parks and Recreation,
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, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Park District ("Park District") owns, controls and operates the property known as the Clarendon Park Fieldhouse ("Park Facility") located at 4501 North Clarendon Avenue, Chicago, Illinois; and

WHEREAS, The City of Chicago ("City") provides certain temporary shelter to its citizens who are without other housing; and

WHEREAS, The Interfaith Council for the Homeless ("Operator") pursuant to an agreement with the City, operates and manages certain shelters throughout Chicago; and

WHEREAS, The City, the Park District and the Operator executed the Clarendon Park Warming Center Agreement ("Agreement") pursuant to authorization by City Council on November 27, 1991 (Council Journal of Proceedings, pages 9910 -- 9915) which terminated on April 30, 1992; and

WHEREAS, The City desires to enter into a new Clarendon Park Warming Center Agreement ("Agreement") with the Park District and the Operator, whereby the Park District will provide the City with the Park Facility to be utilized by the City as a Warming Center for its residents which will be operated by the Operator, pursuant to an agreement entitled, "Homeless Service Contract" between the City and the Operator, attached hereto and incorporated herein as Exhibit B to the Agreement; and

WHEREAS, The Park District desires to provide the City and the Operator with the Park Facility and to enter into the Agreement with the City and the Operator; and

WHEREAS, The Operator desires to operate the Warming Center, pursuant to the Homeless Service Contract it has with the City and to enter into the Agreement with the Park District and the City; now, therefore,

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

SECTION 1. The Commissioner of the Department of Human Services of the City of Chicago is authorized to execute on behalf of the City, an Agreement entitled, "Clarendon Park Warming Center Agreement", substantially in the form attached hereto and to renew said Agreement with the Park District and the Operator for an additional time period between October, 1994 and April, 1995.

SECTION 2. This ordinance shall become effective immediately upon its passage.

Clarendon Park Warming Center Agreement attached to this ordinance reads as follows:

Agreement.

Clarendon Park Warming Center.

This Agreement entered into as of the _____ day of _____, 1994 by and between the City of Chicago, a municipal corporation of the State of Illinois by and through its Department of Human Services (the "City"), the Interfaith Council for the Homeless, an Illinois not-for-profit corporation (the "Operator") and the Chicago Park District, a municipal corporation of the State of Illinois (the "District"),

Witnesseth That:

Whereas, The City provides certain temporary shelter to its citizens who are without other housing; and

Whereas, The Operator, pursuant to an agreement with the City, operates and manages certain shelters throughout Chicago; and

Whereas, The City wishes to engage the District to render certain assistance in such undertaking; and

Whereas, The District is willing to provide such assistance pursuant to the terms of this Agreement;

Now, Therefore, The City and the District hereby agree as follows:

1. Facilities: The District will make space in the Clarendon Park Fieldhouse (the "Park Facility") available for use as a warming center. The Park Facility will be operated by the Operator as a contractor to the City under an agreement between the City and the Operator, dated July 1, 1993 and attached hereto as Exhibit B ("Homeless Services Contract").

Space in the Park Facility will be available to the City as indicated on the Clarendon Park Fieldhouse floor plan attached hereto as Exhibit A. Areas designated for use are as follows*:

1. Game Room (including storage cabinets inside) - for sleeping and eating.

2. Front Lobby and Vestibule.

3. Old Woodshop Room -- for storage of mats and blankets.

4. Men's first floor bathroom and shower.

5. Front Office -- to be used by Security and Operator only for phone accessibility in case of emergency.

The Facility will provide sleeping space for eighty (80) people.

2. Term of Agreement: This Agreement will remain in effect from _____, 1994 until April 30, 1994 unless terminated earlier by the terms of this Agreement or by the mutual agreement of the parties hereto. This Agreement may be renewed by the City and the Operator for an additional October through April time period upon ninety (90) days written notice to the District, subject to approval of the Park District.

3. Operations: The Park Facility will be available to the City and/or the Operator from 10:00 P.M. each evening until the following morning at 8:00 A.M., 7 days per week during the Term of this Agreement. Persons receiving shelter ("Guests") will be admitted to the Park Facility after 10:30 P.M.. Shelter under this Agreement shall be provided to local homeless men only. No women or children will be allowed. The City, through the Operator and its subcontractors, will provide staff (except as indicated below) and all services and supplies (including the preparation and provision of meals to Guests) necessary to provide a warning center to Guests referred to the Park Facility by the City and/or the Operator.

---

* All other areas of the Facility are restricted.

4. Sanitation: Each morning the Operator will provide maintenance and cleaning services for the Park Facility, in accordance with the following sanitation plan:

A. Operator shall ensure that all mats and blankets are washed on a regular basis. Blankets shall be washed or exchanged at least once per week. Mats are to be sanitized on a daily basis by washing with a disinfectant.

B. Eating shall be confined to the Game Room only. Each morning food scraps and garbage are to be cleared from all areas used, placed in garbage bags and disposed of in receptacles outside the building.

C. Storage room and refrigerator are to be kept clean. All food left in the refrigerator will be disposed of on a daily basis, with the exception of Saturday and Sunday.

D. Operator shall check the washroom on an hourly basis or place an attendant on "washroom duty" to ensure that the washroom is kept in a clean, sanitary condition.

E. The District will thoroughly clean floors once a week. Operator and/or City shall maintain clean floors on a daily basis.

5. Staff: The City and/or the Operator will provide, at its expense, at least two (2) staff persons at the Park Facility during all hours of operation of the shelter. City and/or Operator staff will be responsible for operation and access control to the Park Facility during the period of shelter operation. The main door to the Park Facility will be supervised at all times during shelter operation. All ingress and egress to the Park Facility by the City, Operator or Guests must occur at the main door. All other doors to the Park Facility will remain locked.

6. Security: The City and/or the Operator will provide one (1) private security guard for internal security at the Park Facility during all hours of shelter operation. The Park District shall be responsible for providing external security at the Facility. The District shall be responsible for opening the building and providing access to the internal security personnel by 10:00 P.M. each night during the term of this Agreement. The City and the Operator will develop a scope of work and specific responsibilities for internal security.

7. Storage: The District will provide adequate space within the Park Facility for the storage of sleeping mats, blankets, cleaning equipment and personal supplies to be provided to Guests by the City and/or Operator. The risk of loss or damage to materials stored by the Operator

in the Park Facility will be the sole responsibility of the City and/or the Operator.

8. Emergency Needs for Shelter: Under very extreme weather conditions, the City may issue a command that shelters under its jurisdiction will remain open beyond the closing time anticipated by this Agreement. Under these circumstances the City and District will make good faith efforts to meet the requirements of the City's shelter program during the period of emergency.

9. Indemnification: (A) The City agrees to defend and indemnify the District, its officers, commissioners, employees and agents from and against any and all suits or judgments arising as a result of the activities conducted on the Park Facility by the City's agents, invitees, servants or employees or by the Operator during the term of this Agreement. As a condition precedent to the City's obligation to defend and indemnify as provided herein, the District shall promptly notify the City of any suit which the District believes to be covered under this provision. The City does not agree to defend and indemnify the District, its officers, commissioners, employees and agents from and against any and all suits or judgments arising as a result of the negligent acts of the District or the District's agents, servants or employees.

The City shall, at its own expense, appear, defend and if any judgement shall be rendered against the District, as a result of the activities conducted on the Park Facility by the City's agents, invitees, servants or employees, the City shall, at its own expense, satisfy and discharge the same.

(B) The City agrees to reimburse the District for any property damage caused by the Guests of the Park Facility during shelter hours from the proceeds of the insurance by the Operator, as required in Section 10 below.

(C) The indemnification provided herein shall be retroactive to October 1, 1993 or the date when actual use of the Park Facility began.

10. Insurance: The City represents that the Operator has provided and currently is providing insurance coverage as required by the Homeless Services Contract and that such insurance coverage will remain in effect during the term of the Agreement. In addition, the District must be named as additional insured on the general (commercial) and auto liability insurance policies provided to the City by the Operator pursuant to the Homeless Services Contract (Exhibit B, page ____). The Operator is required to renew said insurance coverage prior to any renewal of the Agreement, as provided in Section 2 above.

In Witness Whereof, The parties hereto have executed this Agreement as of the date written hereinabove.

City of Chicago

Daniel Alvarez, Sr.
Commissioner, Department of
Human Services

Chicago Park District

Forrest Claypool,
General Superintendent

Interfaith Council for the
Homeless

Name: _____

Title: _____

Approved As To Form And Legality:

Randall E. Mehrberg,
General Attorney

[Exhibit "A" attached to this Agreement printed on page 46608 of this Journal.]

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

Exhibit "B".

City Of Chicago

Department Of Human Services

Work Program Cover Sheet,

June 21, 1993

93-0474

D3952370057

HS-3289.

Work Program Exhibit 1
Sign-Off.

Signature Required For Approval	Division	Signature	Date
x	Grants and Contracts	(Signature Illegible)	June 17, 1993
x	Homeless Services	(Signature Illegible)	June 17, 1993
x	Monitoring and Reporting	(Signature Illegible)	June 17, 1993
x	Deputy Commissioner	(Signature Illegible)	June 17, 1993
x	1st Deputy Commissioner	(Signature Illegible)	June 18, 1993
x	Commissioner	(Signature Illegible)	June 18, 1993

Title of Program: Warming Center Program

Name of Delegate Agency: Interfaith Council for the Homeless

Funding Period of Program: From: July 1, 1993 To: June 30, 1994

Funding Source: Corp Funds: 100

Amount of this Contract: $720,000

Funding Period of Grant: From: January 1, 1993 To: December 31, 1993

January 1, 1994 December 31, 1994

Program Component Area.

_____ Childhood Development
_____ Economic Development
_____ Education
_____ Social Services
_____ Nutrition
_____ Homeless Services
_____ Youth Services
_____ Other

Final Draft Ready For Final Sign-Off:

_____ _____
Date Planner's Initials

Supervisors: _____
Initials: (Signature Illegible)

City Of Chicago

Department Of Human Services

Fiscal Year 1994 Homeless Services.

Part I: Program.

A. Organization Information

1. Agency Data

a. Organization Name: Interfaith Council for the Homeless

b. Organization Address: 100 South Morgan Street

Chicago, Illinois 60607
City State Zip

c. D.H.S. District: ** 8 d. Ward: ** 1

e. Community Area: ** 28

f. Executive Director: James D. Hargleroad

g. Telephone Number: (312) 421-1152

2. Project Data

a. Project Name: Warming Center Program

b. Project/Site Address (s): Various sites throughout the City.

City State Zip

c. D.H.S. District: ** Varies d. Ward: **

e. Community Area: ** Varies

f. Executive Director: Deborah L. Jakes

g. Telephone Number: (Day Time) 421-1152

(Emergency)

h. When did Shelter first open? November, 1985/or New
Month/Year

i. Does the Shelter have a General Business License?

Yes [ ] No [ ]

If yes, License issued on

3. Funding Data:

a. Funding Requested from D.H.S.: $720,000

b. Agency "Other Share" available: $25,500

c. Total Cost of Program: $745,500

(a + b = c)

4. a. Does your agency own the Shelter site? _____

Yes[ ] No[x]

b. Does your agency lease the Shelter site: Yes

c. If leased, please complete:

Owner of Property: Presbytery of Chicago/C.W.E.D.

Address of Owner: 100 South Morgan Street

Length of Lease: Year Monthly Rent: $941.00

B. Program Description

Complete the following "Program Description Form" detailing the objectives, activities, and output measures for your fiscal year '94 Homeless Services Program.

The definition of Case Management has been provided in the attachment section.

Service Description.

1. Agency Name: Interfaith Council for the Homeless
2. Address: 100 South Morgan Street
3. Project Name: Warming Center Program
4. Site Address: Varies
5. Funding Period: July 1, 1993 -- June 30, 1994
6. Funding Sources: D.H.S.
7. Amount: $720,000
8. Project Director: Deborah L. Jakes
9. Phone: 421-1152
10. Contact Person: _____

11. Phone: _____

12. Type of Program: (Please check only One appropriate category)

    a. Temporary Overnight Shelter: Depends on need
    [x] Year Round Shelter, or
    [x] Winter Only Shelter
    To
    Monthly/Day Monthly/Day

    b. Transitional Shelter: _____

    c. Second Stage Housing: _____

    d. Drop-In Shelter: _____

    e. Social Service Program: _____

    f. Technical Assistance: _____

13. Days of Operation: Usually October 1 to April 30 or sometimes year round

14. Hours of Operation: 8 -- 24 hours

15. Intake Hours: 7:00 P.M. -- 12:00 Midnight

Reviewed by MRD (Initials Illegible) HSD (Initials Illegible)

16. Capacity:

    a. No. of Beds: 1,250 / 1,250 by: _____
    (current) (planned) month/year

    b. No. of Rooms: N/A / _____ by: _____
    (current) (planned) month/year

    c. No. of unduplicated clients served in one year: 75,600

    d. Total Units of Service: 604,815
    Shelters (365 x No. of beds) -- Drop-In -- (Daily attendance x No. of days open)
    Social Service Program (Direct client contacts as specified in service description)

e. No. of agencies served in one year: N/A
(For Technical Assistance Programs only)

f. No. of meals to be provided: 9,737,516
(Average Daily Attendance x No. of Meals served x Operating Days)

Check type of meals served
[x] Breakfast [x] Lunch [x] Dinner

g. No. of Volunteers: Approximately 9,500

17. Basic Service Population: (Check all that apply)

Adult/Singles

Males and Females x

Adults

Males Only x

Females Only x

Two Parent Families

Youth 18 -- 21 (only)

Male and Female Children as part of family groups (through age 17)

Persons with Disabilities

Women with Children x

Men with Children

Required Format For Transitional And Second Stage Programs.

Agency Name:

18. Objective:

To provide case management services* to _____ households sheltered in this facility in order to assist them in securing independent living arrangements. The case management model used will be (choose one of the following):

____ a) the minimal model;

____ b) the coordination model;

____ c) the comprehensive model.

(At time of intake an assessment must be completed for each household)

19. Activities:

Case management services provided:

1. Employment Services:

   a. referrals to job training

   b. referrals for employment, applications or interviews

   c. persons employed (unduplicated) as a result of the above efforts

2. Health care services (Referrals):

   a. physician visits

   b. dental exams

   c. vision screenings

   d. psychological counseling (provided by an M.S.W., a PhD., an M.D. or an otherwise appropriately certified individual).

20. Performance Measures:

	1st Qt. Jul. -- Sep.	2nd Qt. Oct. -- Dec.	3rd Qt. Jan. -- Mar.	4th Qt. Apr. -- Jun.	FY '94 TOTAL
No. of referrals to job training					
No. of referrals for employment applications or interviews					
No. of persons employed					
No. of referrals for physical exams					
No. of referrals for dental exams					
No. of referrals for vision screenings					
No. of referrals for psychological counseling					

21. Fiscal Year 1994 Planned Output By Quarter:

1st Qt. Jul.-- Sep.	2nd Qt. Oct. -- Dec.	3rd Qt. Jan. -- Mar.	4th Qt. Apr. -- Jun.	FY '94 TOTAL

(Specify unduplicated No. of households by quarter)

3. How do you address the new priorities? (current agencies only)

By networking with transitional centers and ascertaining what works for, especially women and children centers.

4. New Agencies Only.

a. When and why was your organization established? What major homeless services programs or activities has your organization undertaken in the last 12 months? N/A

b. Program Start-Up: Outline the steps required to implement this program, as well as the time frame necessary to complete each step.

Step	Time Frame (Activities to be accomplished by specified dates)
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.

5. Supportive/Case Management Services.

a. Will the program offer any supportive/follow-up services?

Yes [ ] No [ ]

If yes, please complete b -- j, as applicable (Indicate the number of individuals that will be provided services, in section c).

b. Indicate the time frame in which the supportive services will be accomplished. _____

_____

_____

_____

c. Permanent Housing.

Please describe activities to be undertaken to transition clients into permanent housing:

Most centers (especially women and children) usually have their own resources to which they can refer their clients.

_____

d. Medical Care.

Please describe activities to be undertaken to provide medical care to clients:

We have health nurse on staff and two of our sites have clinics where doctors and medical students examine and treat the homeless clients. We also have a site that does P3 examinations twice a month.

e. Financial Benefits.

Please describe activities to be undertaken to provide financial benefits:

N/A

f. Employment.

Please describe activities to be undertaken to link clients to employment opportunities:

Several sites link residents to job training programs in their neighborhoods.

g. Physically Disabled Clients.

Please describe the services offered to physically disabled clients:

We try to accommodate physically handicapped residents to the best of our ability. However some sites are simply not set up to be of adequate help to them.

h. Children's Education.

Please describe the activities undertaken to meet the educational needs of children, school age and pre-school:

Women and children's centers are instructed to make themselves known to local schools so that the children's studies will not be interrupted due to being homeless. Most schools do cooperate.

i. Other Services.

T.B. Screening

D. Monitoring And Evaluation -- D.H.S..

The Department of Human Services' Monitoring and Reporting Staff will perform quarterly monitoring visits to assure the program's compliance with funding regulations. Staff will observe program operations, review record keeping procedures, and interview program staff. Evaluations will be performed through the analysis of program and fiscal reports, which will determine the extent to which the program has achieved its stated objectives, and followed program specifications and guidelines. In addition, through interviews with appropriate staff and observations of program operations, the degree to which the program has addressed City and Departmental priorities will be determined.

Additionally, all shelters will be required to submit monthly reports to the D.H.S. Office of Monitoring and Reporting.

E. Monitoring And Evaluation -- Contractor.

1. Describe the methods your agency will employ to monitor the project's progress and record project accomplishments.

At our annual training we show the Site the proper way to fill out statistical data. Accomplishments are included in that data. Monies for per diems are not distributed until and unless documentation is correct.

2. Describe how the agency will monitor program expenditures and ensure that appropriate fiscal controls and records are in place.

We follow a spread sheet that maps out how much and when a Site gets paid. Our independent accounting firm also assists in cross checking. All vouchers submitted to D.H.S. are copies and kept on file at the I.C.H. office.

F. Department Of Human Services Delegate Agency Agreement To D.H.S. Administrative Requirements.

Interfaith Council for the Homeless, as the sponsoring agency for the Warming Center Program project, understands its responsibility to meet all the requirements set forth by the Department of Human Services. The agency agrees to follow all requirements governing: Program Reporting, Evaluation Reports, Fiscal Guidelines, Prohibition of Discrimination, Reprogramming, Method of Allocating Funds, Subcontractors and all other applicable federal, state and local regulations.

Shelter Clearinghouse: The agency agrees to fully participate in the Department of Human Services' Shelter Clearinghouse service network, and provide the clearinghouse timely and accurate information on shelter bed space availability on a daily basis. The agency further agrees to accept D.H.S. client referrals, if bed space is available, and clients meet the agency's basic service population requirements. The agency agrees to cooperate with D.H.S. and provide special information as required.

Service Level: The services and expenditures of this project will be in addition to, not in substitution for, services previously provided without Department of Human Services funding assistance.

(Signed) James D. Hargleroad
Signature of Chief Executive Officer

James D. Hargleroad, Executive Director
Typed Name and Title

G. Assurance.

Reporting and Recordkeeping Responsibilities:

Interfaith Council for the Homeless (Agency Name) will submit complete programmatic reports to the Department of Human Services in accordance with the form(s) and schedule required of it by the Department. Any requests for reporting corrections made by the Department will be completed within five (5) working days, but no later than the 14th day of the month, and in the form required by the Department.

Interfaith Council for the Homeless (Agency Name) will maintain written records to verify all information recorded in the programmatic reports. These records will be available for inspection by the Department of Human Services or other designated agency or Department. Records will be retained and available for a period of no less than three (3) years after the audit has been closed.

The Contractor acknowledges that late/incomplete/inadequate reporting represents non-compliance with the terms of the Agreement and presents cause for disciplinary action, including suspension or termination of the Agreement.

(Signed) James D. Hargleroad
Signature of Chief Executive Officer

May 28, 1993
Date

James D. Hargleroad, Executive Director
Type Name and Title

Department Of Human Services.

Budget Summary Form.

Delegate Name: Interfaith Council for the Homeless Fund No.: 100

Program Name: Warming Center Program

Contract Period From: July 1, 1993 To December 31, 1993 S.C. No. D: _____

(1) Cost Categories	(2) Code	(3) D.H.S. Share	(4) Non-D.H.S. Share	(5) Total Cost
Personnel Cost	0005	$ 40,604	$	$ 40,604
Fringe Benefits	0044	17,857		17,857
Medical/Dental	0122			
Special Needs	0122			
Postage	0130	900		900
Professional and Technical Services	0140	436,893		436,893
Accounting and Audit	0142	8,600		8,600
Publications	0150			
Rental of Space	0155	5,610		5,610
Renovation	0160			
Rental of Equipment	0157	3,006		3,006
Equipment Repair	0162	400		400

(1) Cost Categories	(2) Code	(3) D.H.S. Share	(4) Non-D.H.S. Share	(5) Total Cost
Insurance	0172	$8,500	$	$8,500
Gas	0182			
Water	0183			
Electricity	0184			
Telephone	0186	2,800		2,800
Transportation	0270	2,800		2,800
Clothing	0319			
Food	0330			
Materials and Supplies	0340	4,800		4,800
Office Supplies	0350	2,500		2,500
Fixtures	0420			
Office Machines	0422	4,000		4,000
Communication Devices	0423			
Furniture	0424			
Equipment	0440			
Other	0999	4,000		4,000
	TOTAL:	$543,270	$	$543,270

Audit Statement: an audit of your Fiscal Year 94 contract must be conducted by a certified public accountant and include an apportioned amount of the audit cost in your program budget.

Submitted By: (Signature Illegible)

Approved By: Daniel Alvarez, Sr.
Commissioner, Department of Human Services

Department Of Human Services.

Personnel Detail.

Name of Program: Warming Center Program

Name of Delegate Agency: Interfaith Council for the Homeless

Period From: July 1, 1993 To December 31, 1993 Fund No.: 100

S.C. No. D: _____

(1) No. Of Person(s)	(2) Position Or Title	(3) Monthly Salary	(4) Percent Of Time	(5) No. Of Months	(6) D.H.S. Cost	(7) Other Share	(8) Total Costs
1	Executive Director	$3,389	45%	6	$ 9,150	$	$ 9,150
1	Warming Center Director	2,084	100	6	12,500		12,500
1	Office Coordinator	1,740	85	6	8,874		10,440
1	Fiscal and Statistical Coordinator	1,680	100	6	10,080		10,080
				TOTAL:	$40,604	$	$40,604

(9) Code No.	(10) Fringe Benefits (Describe In Detail)	(11) D.H.S. Share	(12) Other Share	(13) Total Costs
0044	Hospitalization	$14,331	$	$14,331
0044	Workers Compensation			
0044	Unemployment Compensation	420		420
0044	F.I.C.A. (7.65%)	3,106		3,106
0044	Other: (specify)			
	TOTAL FRINGE BENEFITS:	$17,857	$	$17,857

Non-Personnel Detail Form.

Delegate Name: Interfaith Council for the Homeless Fund No.: 100

Program Name: Warming Center Program S.C. No. D: _____

Contract Period From: July 1, 1993 To December 31, 1993

Telephone No.: 421-1152

(1) Account Number	(2) Description/Basis For Evaluation*	(3) D.H.S. Share	(4) Non-D.H.S. Share	(5) Amount Of Item
0130	Postage	$ 900	$	$ 900
0140	Professional and Technical Services (per diem)	436,893		436,893
0142	Accounting and Audit (accounting Audit and A.D.P. fees)	8,600		8,600
0155	Rent	5,610		5,610
0157	Rental of Equipment	3,006		3,006
0172	Insurance	8,500		8,500
0162	Equipment Repair	400		400
0186	Telephone	2,800		2,800
0270	Transportation	2,800		2,800
0340	Materials and Supplies	4,800		4,800
0350	Office Supplies	2,500		2,500
0422	Office Machines	4,000		4,000
0999	Reproduction	4,000		4,000

* Describe each item in detail to ensure it is adequately identified and indicate the basis for determining its value. Where applicable, identify sources other than D.H.S. (i.e., in-kind, other grants, delegate agencies, etc.) and which sources are to pay for budget items.

Department Of Human Services.

Budget Summary Form.

Delegate Name: Interfaith Council for the Homeless Fund No.: 100

Program Name: Warming Center Program S.C. No. D: _____

Contract Period From: January 1, 1994 To June 30, 1994

(1) Cost Categories	(2) Code	(3) D.H.S. Share	(4) Non-D.H.S. Share	(5) Total Cost
Personnel Cost	0005	$40,604	$	$ 40,604
Fringe Benefits	0044	18,777		18,777
Medical/Dental	0122			
Special Needs	0122			
Postage	0130	900		900
Professional and Technical Services	0140	87,099		87,099
Accounting and Audit	0142	6,600		6,600
Publications	0150			
Rental of Space	0155	5,610		5,610
Renovation	0160			
Rental of Equipment	0157	3,006		3,006

(1) Cost Categories	(2) Code	(3) D.H.S. Share	(4) Non-D.H.S. Share	(5) Total Cost
Equipment Repair	0162$	$	$	$
Insurance	0172	1,000		1,000
Gas	0182			
Water	0183			
Electricity	0184			
Telephone	0186	1,800		1,800
Transportation	0270	1,200		1,200
Clothing	0319			
Food	0330			
Materials and Supplies	0340	7,034		7,034
Office Supplies	0350	1,500		1,500
Fixtures	0420			
Office Machines	0422			
Communication Devices	0423			
Furniture	0424			
Equipment	0440			
Other	0999	$ 1,600		$ 1,600
	TOTAL:	$176,730		$176,730

Audit Statement: An audit of your Fiscal Year 1994 contract must be conducted by a certified public accountant and include an apportioned amount of the audit cost in your program budget.

Submitted By: (Signature Illegible)

Approved By: (Signature Illegible)
Commissioner, Department of Human Services

Department Of Human Services.

Personnel Detail.

Name of Program: Warming Center Program

Name of Delegate Agency: Interfaith Council for the Homeless

Period From: January 1, 1994 To June 30, 1994 Fund No.: 100

S.C. No. D: _____

(1) No. Of Person(s)	(2) Position Or Title	(3) Monthly Salary	(4) Percent Of Time	(5) No. Of Months	(6) D.H.S. Cost	(7) Other Share	(8) Total Costs
1	Executive Director	$3,389	45%	6	$ 9,150	$	$ 9,150
1	Warming Center Director	2,084	100	6	12,500		12,500
1	Office Coordinator	1,740	85	6	8,874		10,440
1	Fiscal and Statistical Coordinator	1,680	100	6	10,080		10,080
				TOTAL:	$40,604	$	$40,604

(9) Code No.	(10) Fringe Benefits (Describe In Detail)	(11) D.H.S. Share	(12) Other Share	(13) Total Costs
0044	Hospitalization	$14,331	$	$14,331
0044	Workers Compensation	500		500
0044	Unemployment Compensation	840		840
0044	F.I.C.A. (7.65%)	3,106		3,106
0044	Other: (specify)			
	TOTAL FRINGE BENEFITS:	$17,857	$	$17,857

Non-Personnel Detail Form.

Delegate Name: Interfaith Council for the Homeless Fund No.: 100

Program Name: Warming Center Program S.C. No. D: _____

Contract Period From: January 1, 1994 To June 30, 1994

Telephone No. 421-1152

(1) Account Number	(2) Description/Basis For Evaluation*	(3) D.H.S. Share	(4) Non-D.H.S. Share	(5) Amount Of Item
0130	Postage	$ 900	$	$ 900
0140	Professional and Technical Services	87,099		87,099
0142	Accounting and Audit	6,600		6,600
0155	Rental of Space	5,610		5,610
0157	Rental of Equipment	3,006		3,006
0172	Insurance	1,000		1,000
0186	Telephone	1,800		1,800
0270	Transportation	1,200		1,200
0340	Materials and Supplies	7,034		7,034
0350	Office Supplies	2,500		2,500
0999	Reproduction	1,600		1,600

* Describe each item in detail to ensure it is adequately identified and indicate the basis for determining its value. Where applicable, identify sources other than D.H.S. (i.e., in-kind, other grants, delegate agencies, etc.) and which sources are to pay for budget item.

Budget Completion.

Staffing.

1. a. How many staff members work on this project? List all staff positions, and indicate whether they are covered by your D.H.S. grant.

Total Number of Staff Paid for by Project: 6

Number of Staff Paid for by D.H.S.: 4

Position Title	No. Employed	Full Time/ Part Time	Paid By D.H.S Grant (x As Applicable)
Executive Director	1	Full Time	x
Warming Center Director	1	Full Time	x
Office Coordinator	1	Full Time	x
Fiscal and Statistical Coordinator	1	Full Time	x
Education and Advocacy Coordinator	1	Full Time	x
Health Minister	1	Full Time	x

b. Describe how your project uses volunteers. Attach copy of volunteer schedule, if applicable.

_____

_____

_____

c. Attach copy of shelter staffing schedule.

d. Attach copy of agency's organizational chart.

e. Attach general job descriptions for all positions used to staff this project. Additionally, include individual job description for all staff paid in full or in part by the Department of Human Services grant. A recommended format, which includes the minimum requirements of these job descriptions is attached.

Other.

2. Current Lease -- Attach a copy of your current lease.

3. Insurance -- Please file copies of all relevant current coverage with the City Comptroller's Office.

In order to operate a facility funded by the City of Chicago, and receive reimbursement for costs incurred, your agency must be covered by the proper insurance, as determined by the City of Chicago.

City Of Chicago.

Department Of Human Services.

Cost Allocation Plan.

Organization Name: Interfaith Council for the Homeless Fund No.: 100

Project Name: Warming Center Program S.C. No.: _____

(1) Cost Category Code No.	(2) Total Amount	(3) Basis For Projection (explain)	(4) D.H.S. Share	(5) Other Non-D.H.S.
0005	$106,708	I.C.H.	$81,208	$25,500

Interfaith Council For The Homeless

100 South Morgan Street, Chicago, Illinois 60607

Phone: (312) 421-1152

James (Buzz) Hargleroad, Executive Director

Sample Menus

Warming Center

Interfaith Council For The Homeless.

Evening

A. Roast Turkey	B. Vegetable Beef Soup	C. Beans, Rice
Potatoes	Bread	Chicken
Green Beans	Drink	Tortillas
Bread		Fruit
Drink		Drink

Morning

A. Grits	B. Roll	C. Eggs with
Ham	Cheese	Salsa
Juice	Juice	Tortillas
Drink	Drink	Juice
		Drink

Milk is available at centers serving women and children.

Meal Times	Evening:	Between 7:00 P.M. and 11:00 P.M.
	Morning:	Between 5:00 A.M. and 8:00 A.M.

Menus

Drop-In Center

Interfaith Council For The Homeless.

Noon

A. Cheese Sandwich	B. Chili	C. Taco Salad
Carrot and Celery Sticks	Crackers	(Tortilla, Lettuce, Cheese, Tomato, Beans, Salsa Refried Beans)
Fruit	Fruit	
Drink	Drink	Drink

In women's and children's centers milk is available at all meals.

Meal Time	Between 11:00 A.M. and 1:00 P.M.

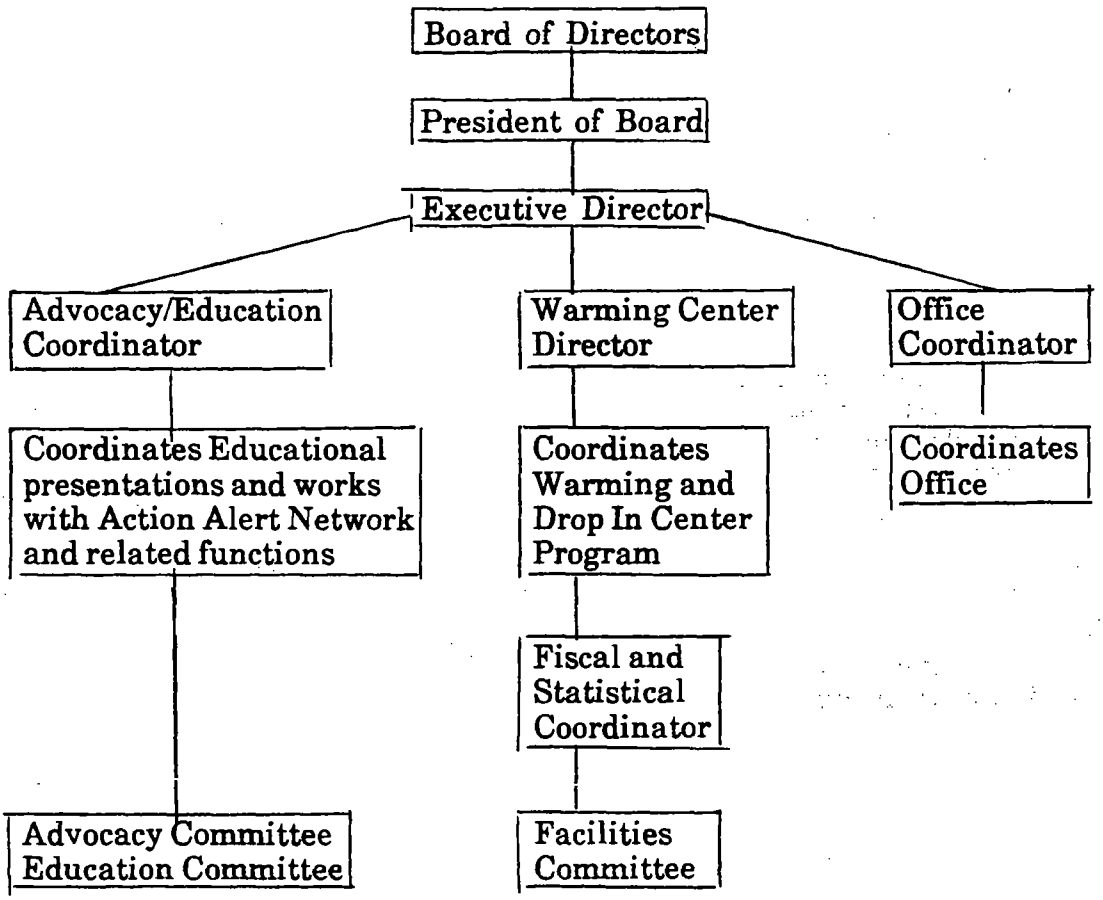
Interfaith Council For The Homeless

Staff Schedule

Name	Title	Hours
James Hargleroad	Executive Director	9:00 A.M. -- 5:00 P.M.
Deborah Jakes	Warming Center Coordinator	9:00 A.M. -- 5:00 P.M. (on call)
Lisa Butler	Office Coordinator	9:00 A.M. -- 5:00 P.M.
Hermonie Lewis	Fiscal and Statistical Clerk	9:00 A.M. -- 5:00 P.M.

Organizational Chart

Interfaith Council For The Homeless



Community Workshop On Economic Development.

100 South Morgan Street, Chicago, Illinois 60607
Phone (312) 243-0249

"Development As If Communities Mattered"

To: Buzz Hargleroad, Interfaith Council for the Homeless

From: Luther Snow, Community Workshop on Economic Development

Re: Space Occupancy Agreement

This is to renew our space-occupancy agreement with you.

The period of the agreement is from April 1, 1993 to March 31, 1994. The agreement may be terminated by either party with three months notice.

The rent is $478.50/month, payable in advance on the first day of the month. (e.g. June rent is due June 1) This is subject to change if we get a rent increase from the Chicago Presbytery.

Thank you, and keep up the good work.

(Signed) Luther K. Snow
Community Workshop on Economic Development

(Signed) Buzz Hargleroad
Interfaith Council for the Homeless

Chicago Presbytery

June 3, 1991

The Reverend James D. Hargleroad, Executive Director
Interfaith Council for the Homeless
100 South Morgan Street
Chicago, Illinois 60607

Dear Buzz:

This letter will affirm our commitment to extend the terms of the Lease Agreement dated September 28, 1987 by and between the Church Extension Board of the Presbytery of Chicago, an Illinois not-for-profit corporation ("Lessor") and Interfaith Council for the Homeless, an Illinois not-for-profit corporation ("Lessee") as follows:

a. The renewal term of this Lease shall commence on June 1, 1991 and shall terminate on May 31, 1994, unless previously terminated as provided in the original Lease Agreement.

b. During this Lease term, Lessee shall pay to Lessor an annual base rental in the sum of $5,544.00; by prior agreement, your organization will pay $504.00 a month between July and December, 1991, and you will begin monthly payments of $462.00 in January, 1992.

c. According to the terms of the original Lease, the sum of $462.00 will be held as collateral security for the payment of rent and other sums payable by Lessee.

d. All other terms of the original Lease shall remain in full force and effect.

If you agree with the terms set forth above, please indicate your acceptance by your signatures below.

Lessor:

The Church Extension Board of the Presbytery of Chicago

By: (Signed) Judith R. Jensen
Assistant Secretary

By: _____

Lessee:

Interfaith Council for the Homeless

By: (Signature Illegible)

By: (Signature Illegible)

Job Description.

General And Individual.

Agency Name: Interfaith Council for the Homeless

Project Name: Warming Center Program

Instructions:

To be completed for each staff position of the funded project. Provide all requested information below. Do Not leave any space blank. Indicate N/A if the requested information does not apply.

1. Job Title: Executive Director 45% D.H.S. Contract.

2. Description Of Duties:

Is responsible for all office functions, administration, fiscal policy and controls, D.H.S. contract, personnel, fund raising, is responsible to the Board of Directors, program planning, strategic planning, evaluation, long and short term goals and objectives, training, inter-agency relationships.

3. Education Requirements:

Advanced Degree in social services.

4. Work Experience/Training Requirements:

Five years experience in social service administration.

5. Special Certificates Or Licenses Required:

None

6. Starting Salary: $30,000 includes all benefits

7. Work Schedule: At least 40 hours

Days: Monday through Friday, as needed Hours: 9:00 A.M. -- 5:00 P.M. plus

Job Description

General And Individual.

Agency Name: Interfaith Council for the Homeless

Project Name: Warming Center Program

Instructions:

To be completed for each staff position of the funded project. Provide all requested information below. Do Not leave any spaces blank. Indicate N/A if the requested information does not apply.

1. Job Title: Warming Center Coordinator 100% D.H.S. Contract

2. Description Of Duties:

Administrates Warming Center Contract, selects sites, visits sites, trains site directors, prepares vouchers, approves payments to sites, supervises fiscal and statistical clerk, approves D.H.S. statistical reports, works with office coordinator in relation to site directors, works with D.H.S. staff in relation to D.H.S. contract, works with director in preparing D.H.S. contract.

3. Education Requirements:

B.A. or B.S. in business or liberal arts.

4. Work Experience/Training Requirements:

Four years experience in fiscal administration. Ability to relate to persons from a wide variety of backgrounds.

5. Special Certificates Or Licenses Required:

None

6. Starting Salary: $19,000

7. Work Schedule: 40 hours weekly

Days: Monday through Friday Hours: 9:00 A.M. -- 5:00 P.M.

Job Description

General And Individual.

Agency Name: Interfaith Council for the Homeless

Project Name: Warming Center Program

Instructions:

To be completed for each staff position of the funded project. Provide all requested information below. Do Not leave any spaces blank. Indicate N/A if the requested information does not apply.

1. Job Title: Office Coordinator 85% D.H.S. Contract.

2. Description Of Duties:

Relates to sites and under the direction of the Warming Center Coordinator releases checks, answers phone, takes messages, directs calls, refers persons looking for shelter to appropriate sites, receives and prepares deposits, works with Warming Center Coordinator and Director on administrative matters, receives donations and sends out thank you letters.

3. Education Requirements:

High School Degree with high proficiency in communication skills.

4. Work Experience/Training Requirements:

Experience in offices, writing, typing, word processing, filing, coordinating office flow, strong human relations skills.

5. Special Certificates Or Licenses Required:

None

6. Starting Salary: $17,000

7. Work Schedule: 40 hours

Days: Monday through Friday Hours: 9:00 A.M. -- 5:00 P.M.

Job Description

General And Individual.

Agency Name: Interfaith Council for the Homeless

Project Name: Warming Center Program

Instructions:

To be completed for each staff position of the funded project. Provide all requested information below. Do Not leave any spaces blank. Indicate N/A if the requested information does not apply.

1. Job Title: Fiscal and Statistical Associate 100% D.H.S. Contract

2. Description Of Duties:

Take site numbers off the phone machine, follows up on missing data, trains sites to fill our forms correctly, compiles data on sites to be turned into D.H.S., maintains I.C.H. personnel files, writes checks, shares office responsibilities when office coordinator is absent, assists fiscal matters as needed, keeps director informed of sites reporting, receives donations.

3. Education Requirements:

High School Degree.

Courses in business and fiscal administration.

4. Work Experience/Training Requirements:

Three years experience in business and fiscal matters.

5. Special Certificates Or Licenses Required:

None

6. Starting Salary: $17,000

7. Work Schedule: 40 hours weekly

Days: Monday through Friday Hours: 9:00 A.M. -- 5:00 P.M.

Agency: Interfaith Council for the Homeless
Site(s): Warming Center Program

Special Grant Condition(s):

The I.C.H. will meet with the Homeless Services Division to discuss detailed plans to improve administrative oversight of the various warming center sites throughout the year.

In addition, the agency will confirm 90% of program sites for Fiscal Year 1993 -- 1994 within thirty days of grant agreement with the remaining sites to be identified by August 15, 1993. Also, the agency must discuss a plan to give technical assistance to all participating sites during the summer months (July through September). This plan for technical assistance must include reporting, resource development, volunteer recruitment, health and safety issues related to the facility as well as the well being of warming center guests.

Individual sites must attend these technical assistance workshops in order to be included in the warming center program.

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON POLICE AND FIRE.

Re-Referred -- AUTHORIZATION TO ENTER INTO AGREEMENT WITH UNITED STATES DEPARTMENT OF DEFENSE FOR EQUIPMENT LOAN TO CHICAGO POLICE DEPARTMENT FOR 1994 WORLD CUP SECURITY.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Police and Fire, submitted the following report:

(Continued on page 46609)

FISCAL YEAR 1994
CORPORATE II

SITE	BEDS/ UNITS	DAYS OPEN	PER DIEM	1/1- 1/15	1/16- 1/31	2/1- 2/15	2/16- 2/28	3/1- 3/15	3/16- 3/31	4/1- 4/15	4/16- 4/30	5/1- 5/15	5/16- 5/31	6/1- 6/15	6/16- 6/30	TOTAL
C.C.I.L.	100	30	275	0	0	0	0	0	0	0	0	0	0	0	0	0
C.C.I.L.	150	90	335	5025	0	0	0	0	0	0	0	0	0	0	0	5025
C.C.I.L. (W)	20	120	55	825	0	0	0	0	0	0	0	0	0	0	0	825
C.L. WHITE CENTER	40	120	110	1650	0	0	0	0	0	0	0	0	0	0	0	1650
EL CENTRO	90	90	220	3300	0	0	0	0	0	0	0	0	0	0	0	3300
HUMBOLDT (M)	50	120	138	2070	0	0	0	0	0	0	0	0	0	0	0	2070
OLD ST. PAUL	30	90	83	1245	0	0	0	0	0	0	0	0	0	0	0	1245
OLIVE BRANCH (CP)	60	120	220	3300	0	0	0	0	0	0	0	0	0	0	0	3300
SECURITY		120	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OLIVE BRANCH(M)	40	120	110	1650	0	0	0	0	0	0	0	0	0	0	0	1650
OLIVE BRANCH(W)	40	90	110	1650	0	0	0	0	0	0	0	0	0	0	0	1650
OLIVE BRANCH(W)	20	46	55	0	0	0	0	0	0	0	0	0	0	0	0	0
ROSELAND	40	90	110	0	0	0	0	0	0	0	0	0	0	0	0	0
ROSELAND	80	30	220	0	0	0	0	0	0	0	0	0	0	0	0	0
ROSELAND	125	120	335	5025	0	0	0	0	0	0	0	0	0	0	0	5025
REBAND	30	90	83	1245	0	0	0	0	0	0	0	0	0	0	0	1245
S/A TOM SEAY	65	90	179	2685	0	0	0	0	0	0	0	0	0	0	0	2685
THE PORT (M)	65	90	179	2685	0	0	0	0	0	0	0	0	0	0	0	2685
THE PORT (W)	30	120	83	1245	0	0	0	0	0	0	0	0	0	0	0	1245
WAY OF HOLINESS	40	90	110	1650	0	0	0	0	0	0	0	0	0	0	0	1650
WELLINGTON	40	106	110	1650	0	0	0	0	0	0	0	0	0	0	0	1650
WESTSIDE SERVICE	30	120	83	1245	0	0	0	0	0	0	0	0	0	0	0	1245
SUBTOTAL BEDS	955															
'24 HOUR CENTERS																
ALBERTA HALL (M/C)	30	120	83	1245	0	0	0	0	0	0	0	0	0	0	0	1245
ALBERTA HALL (M/C)	30	120	75	1125	0	0	0	0	0	0	0	0	0	0	0	1125
CHRYSALIS(M/C)	50	120	138	2070	2208	0	0	0	0	0	0	0	0	0	0	4278
CHRYSALIS(M/C)	60	120	125	1875	2000	0	0	0	0	0	0	0	0	0	0	3875
EXCELLENT WAY (M/C)	40	120	110	1650	1760	0	0	0	0	0	0	0	0	0	0	3410
EXCELLENT WAY	40	120	100	1500	1600	0	0	0	0	0	0	0	0	0	0	3100
ONENESS CENTER(M/C)	30	120	83	1245	1328	0	0	0	0	0	0	0	0	0	0	2573
ONENESS CENTER(M/C)	30	120	75	1125	1200	0	0	0	0	0	0	0	0	0	0	2325
SHILOH (M/C)	40	120	110	1650	1760	0	0	0	0	0	0	0	0	0	0	3410
SHILOH (M/C)	40	120	100	1500	1600	0	0	0	0	0	0	0	0	0	0	3100
SPIRIT,SOUL&BODY(M/	30	120	83	1245	1328	0	0	0	0	0	0	0	0	0	0	2573
SPIRIT,SOUL&BODY(M/	30	120	75	1125	1200	0	0	0	0	0	0	0	0	0	0	2325
SPIRITUAL(M/C)	40	120	110	1650	1760	0	0	0	0	0	0	0	0	0	0	3410
SPIRITUAL(M/C)	40	120	100	1500	1600	0	0	0	0	0	0	0	0	0	0	3100
ST. ELIZABETH(M/C)	35	120	96	1440	0	0	0	0	0	0	0	0	0	0	0	1440
ST. ELIZABETH(M/C)	35	120	88	1320	0	0	0	0	0	0	0	0	0	0	0	1320
TOTAL BEDS	1,250															
DROP-INS																
BIBLE WAY	100	90	240	3600	0	0	0	0	0	0	0	0	0	0	0	3600
CENTER/STREET PEOPLE			25	375	0	0	0	0	0	0	0	0	0	0	0	375
EL CENTRO	125	90	79	1185	0	0	0	0	0	0	0	0	0	0	0	1185
HARRILAC	125	90	79	1185	0	0	0	0	0	0	0	0	0	0	0	1185

FISCAL YEAR 1994
CORPORATE 1

SITE	BEDS/ UNITS	DAYS OPEN	PER DIEM	7/1- 7/15	7/16- 7/31	8/1- 8/15	8/16 8/31	9/1- 9/15	9/16 9/30	10/1- 10/15	10/16 10/31	11/1- 11/15	11/16 11/30	12/1- 12/15	12/16 12/31	TOTAL
C.C. I.I.	100	27	275	0	0	0	0	0	0	4125	4400	4125	4125	0	0	12775
C.C.I.I.	150	61	335	0	0	0	0	0	0	0	0	0	0	5025	5360	10385
C.C.I.I. (M)	20	88	55	0	0	0	0	0	0	825	880	825	825	825	880	5060
C.L. WHITE CENTER	40	62	110	0	0	0	0	0	0	0	0	1650	1650	1650	1760	6710
EL CENTRO	80	31	220	0	0	0	0	0	0	3300	3520	3300	3300	3300	3520	20240
HUMBOLDT (M)	50	92	138	0	0	0	0	0	0	2070	2208	2070	2070	2070	2208	12696
OLD ST. PAUL	40	31	83	0	0	0	0	0	0	0	0	0	1245	1245	1328	3918
OLIVE BRANCH (CP)	80	31	220	0	0	0	0	0	0	3300	3520	3300	3300	3300	3520	20240
OLIVE BRANCH (M)	40	61	110	0	0	0	0	0	0	0	0	1650	1650	1650	1760	6710
OLIVE BRANCH (W)	40	92	110	0	0	0	0	0	0	0	0	1650	1650	1650	1760	6710
REBAND	30	31	83	0	0	0	0	0	0	1245	1328	1245	1245	1245	1328	7636
ROSELAND	40	31	110	0	0	0	0	0	0	0	0	1650	0	0	0	1650
ROSELAND	80	31	220	0	0	0	0	0	0	0	0	0	3300	3300	0	6600
ROSELAND	125	31	335	0	0	0	0	0	0	0	0	0	0	0	5360	5360
SECURITY (CP)			0	0	0	0	0	0	0	0	0	0	0	0	0	0
S/A TOM SEAY	65	61	179	0	0	0	0	0	0	0	0	2685	2685	2685	2864	10919
THE PORT(M)	65	61	179	0	0	0	0	0	0	0	0	2685	2685	2685	2864	10919
THE PORT(W)	30	61	83	0	0	0	0	0	0	0	0	1238	1238	1238	1320	5033
WAY OF FAIRNESS	40	77	110	0	0	0	0	0	0	1650	1760	1650	1650	1650	1760	10120
WELLINGTON	40	46	110	0	0	0	0	0	0	0	0	0	1650	1650	1760	5060
WESTSIDE SERVICE	30	61	83	0	0	0	0	0	0	0	0	1238	1238	1238	1320	5033
SUBTOTAL BEDS	955															
24 HOUR CENTERS																
ALBERTA HALL(M/C)	30	92	83	0	0	0	0	0	0	1245	1328	1245	1245	1245	1328	7636
ALBERTA HALL(M/C)	30	92	75	0	0	0	0	0	0	1125	1200	1125	1125	1125	1200	6900
EXCELLENT WAY (M/C)	40	184	110	1650	1760	1650	1760	1650	1650	1650	1760	1650	1650	1650	1760	20240
EXCELLENT WAY (M/C)	40	184	100	1500	1600	1500	1600	1500	1500	1500	1600	1500	1500	1500	1600	18400
CHRYSALIS CNTR (M/C	50	92	138	2070	2208	2070	2208	2070	2070	2070	2208	2063	2063	2063	2200	25362
CHRYSALIS CENTER	0	92	125	1875	2000	1875	2000	1875	1875	1875	2000	1875	1875	1875	2000	23000
ONENESS CENTER(M/C)	40	92	83	0	0	0	0	0	0	1245	1328	1245	1245	1245	1328	7636
ONENESS CENTER(M/C)	30	92	75	0	0	0	0	0	0	1125	1200	1125	1125	1125	1200	6900
SHILOH (M/C)	40	92	110	2070	2208	2070	2208	2070	2070	2070	2208	1650	1650	1650	1760	23684
SHILOH (M/C)	40	92	100	1500	1600	1500	1600	1500	1500	1500	1600	1500	1500	1500	1600	18400
SPIRITUAL (M/C)	40	92	110	2070	2208	2070	2208	2070	2070	2070	2208	1650	1650	1650	1760	23684
SPIRITUAL (M/C)	40	92	100	1500	1600	1500	1600	1500	1500	1500	1600	1500	1500	1500	1600	18400
SPIRT.SOL.BOY (M/C)	30	92	83	0	0	0	0	0	0	1245	1328	1245	1245	1245	1328	7636
SPIRT.SOL.BOY (M/C)	30	92	75	0	0	0	0	0	0	1125	1200	1125	1125	1125	1200	6900
ST. ELIZABETH (M/C)	35	92	96	0	0	0	0	0	0	1440	1536	1440	1440	1440	1536	8832
ST. ELIZABETH(M/C)	35	92	88	0	0	0	0	0	0	1320	1408	1320	1313	1313	1400	8073
TOTAL BEDS	1250															
DROP-IN CENTERS																
BIBLE WAY	160	92	140	0	0	0	0	0	0	0	0	3680	3680	3680	3680	14640
CENTER/STREET PEOPLE			25	0	0	0	0	0	0	300	320	300	300	375	400	1995
EL CENTRO	125	61	79	0	0	0	0	0	0	0	1264	1185	1185	1185	1264	6083
MARRILAC	125	61	79	0	0	0	0	0	0	0	0	1185	1185	1185	1264	4819
TOTAL UNITS	410															
GRAND TOTALS				14745	15184	14235	15184	14235	14235	40320	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY): 3/09/93

PRODUCER

Jubilee Associates Inc
8280 James Ave.
Suite 24A
Woodridge IL 60517

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A: First Nonprofit Companies
COMPANY LETTER B:
COMPANY LETTER C:
COMPANY LETTER D:
COMPANY LETTER E:

INSURED

Interfaith Council for the Homeless
100 South Morgan
Chicago IL 60607

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$
	CLAIMS MADE / OCCUR				PERSONAL & ADV. INJURY	$
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED. EXPENSE (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
	GARAGE LIABILITY				PROPERTY DAMAGE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	UCC0062	3/14/93	12/31/93	X STATUTORY LIMITS	
					EACH ACCIDENT	$ 100,000
					DISEASE-POLICY LIMIT	$ 500,000
					DISEASE-EACH EMPLOYEE	$ 100,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Chicago is an Additional Beneficiary with respect to the above named Beneficiary as Their interest may appear.

CERTIFICATE HOLDER

City of Chicago, Comptroller's Office
Federal Funds Insurance Unit
510 North Peshtigo Court, 5A
Chicago IL 60611

CANCELLATION

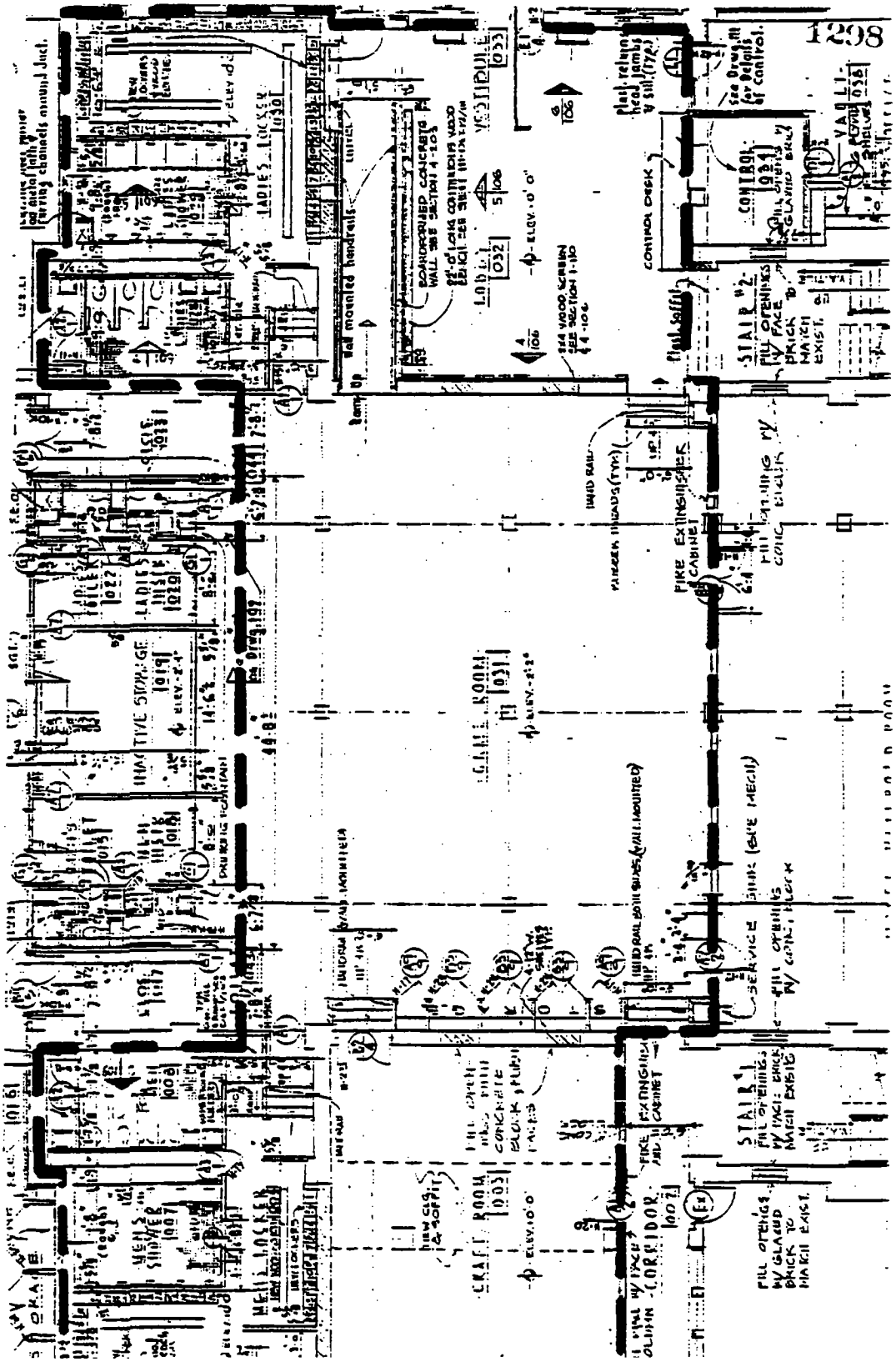
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION

Exhibit "A".

Floor Plan Of Clarendon Park Fieldhouse With Park Facility Shown.



(Continued from page 46604)

CHICAGO, March 2, 1994.

To the President and Members of the City Council:

Your Joint Committee on Finance and Police and Fire, having had under consideration an ordinance authorizing the Superintendent of Police to enter into an agreement with the United States Department of Defense for a loan of equipment to the Chicago Police Department for security measures during the 1994 World Cup, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the proposed ordinance to a Joint Committee of the Committee on Police and Fire and the Committee on Special Events and Cultural Affairs.

This recommendation was concurred in by all members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) WILLIAM M. BEAVERS,
Committee on Police and Fire,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to a Joint Committee, composed of the members of the Committee on Police and Fire and the members of the Committee on Special Events and Cultural Affairs* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

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

JOINT COMMITTEE.

COMMITTEE ON POLICE AND FIRE.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

AUTHORIZATION TO ENTER INTO AGREEMENT WITH UNITED STATES DEPARTMENT OF DEFENSE FOR LOAN OF EQUIPMENT TO CHICAGO POLICE DEPARTMENT FOR SECURITY MEASURES DURING 1994 WORLD CUP.

A Joint Committee, composed of the members of the Committee on Police and Fire and the members of the Committee on Special Events and Cultural Affairs, submitted the following report:

CHICAGO, March 1, 1994.

To the President and Members of the City Council:

The Committee on Police and Fire and the Committee on Special Events and Cultural Affairs held a meeting on Tuesday, March 1, 1994, having had under consideration a communication recommending a proposed ordinance concerning the authority to enter into an agreement with the United States Department of Defense for a loan of equipment to the Chicago Police Department for security measures during the 1994 World Cup, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committees, with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Committee on Police and Fire,
Chairman.

(Signed) JOHN S. MADRZYK,
Committee on Special Events
and Cultural Affairs,
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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Certain games of the 1994 World Cup, including the opening game, and related activities (the "Games") will be held in the City of Chicago (the "City") in the summer of 1994; and

WHEREAS, Holding the Games in the City will increase tourism, benefit the City's economy and enhance the City's reputation worldwide; and

WHEREAS, The City Council of the City previously adopted a resolution (the "Resolution"), committing to provide certain support, including providing law enforcement and public safety services necessary for the Games through its Department of Police ("C.P.D."); and

WHEREAS, The City submitted the Resolution to World Cup U.S.A. 1994, a New York not-for-profit (the "Organizing Committee") authorized to organize and stage the 1994 World Cup in the United States, as part of its bid to host the Games; and

WHEREAS, In selecting the City as the venue for the Games, the Organizing Committee relied upon the commitments and assurances in the City's bid and the Resolution; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on August 4, 1993, the City, the Organizing Committee and the Chicago 1994 Bid Committee, an Illinois not-for-profit corporation (the "Host Committee"), entered into that certain Amended and Restated 1994 F.I.F.A. World Cup Host Committee Agreement (the "Restated Host Agreement") on August 23, 1993; and

WHEREAS, In the Restated Host Agreement the City agreed to provide law enforcement and public safety services (the "Services") necessary for the Games; and

WHEREAS, C.P.D. does not have sufficient resources to supply all of the materials that will be needed to provide the required Services; and

WHEREAS, The City has requested that the United States Department of Defense (the "Department of Defense") lend certain materials to the City, including, but not limited to telecommunications equipment, computer systems, radios and radio-based stations, law enforcement protective equipment, video equipment, office equipment and vehicles to enable the City to provide the Services; and

WHEREAS, The C.P.D. may loan some of the material that the C.P.D. obtained from D.O.D. to other governmental agencies providing certain public safety services in connection with the Games; and

WHEREAS, C.P.D. and the Department of Defense wish to enter into the attached intergovernmental agreement (the "Agreement") attached hereto as Exhibit A and hereby made a part hereof in which the Department of Defense agrees to provide the needed materials to the City; and

WHEREAS, The Agreement also sets forth various other terms and conditions including terms concerning indemnification and liability; now, therefore,

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

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

SECTION 2. The Superintendent of Police (the "Superintendent") is hereby authorized to borrow certain materials from the United States Department of Defense, including, but not limited to telecommunications equipment, computer systems, video equipment, law enforcement protective equipment, radios and radio-based stations, office equipment and vehicles, that the Superintendent deems necessary to protect the public safety and provide the Services that the City has agreed to provide in connection with the Games.

SECTION 3. The Superintendent, or his designees, are hereby authorized, subject to the approval of the Corporation Counsel, to enter into and execute the Agreement between the City of Chicago, by and through its Department of Police, and the United States Department of Defense attached hereto as Exhibit A pursuant to which the C.P.D. will borrow the material described above.

SECTION 4. The Superintendent, or his designees, are hereby authorized, subject to the approval of the Corporation Counsel, to make such changes to the form of the Agreement provided such changes are consistent with the purposes and intent of this ordinance.

SECTION 5. The Superintendent, or his designees, are further authorized to take such actions and to execute such other ancillary documents as may be necessary to implement the terms of the Agreement.

SECTION 6. The Superintendent, or his designees, are hereby authorized to lend certain material obtained by the C.P.D. pursuant to the Agreement to other governmental agencies provided that such governmental agencies execute agreements or other instruments evidencing their acceptance of delivery of such equipment and liability for certain losses or damage thereto. The Superintendent, or his designees, are hereby further authorized and directed to execute and deliver all papers, documents, certificates, instruments and agreements that may be required to carry out the authority conferred by this section or to evidence said loans.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provisions of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. 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".

Loan Agreement For Support To The 1994 World Cup.

1. Purpose: This agreement provides the authority, (Section 305 of the Fiscal Year 1993 Defense Authorization Act), terms, conditions and responsibilities of the lender and borrower of United States Government material. The material to be loaned is for logistical and security support prior to and during the 1994 World Cup. The material that is the subject of this agreement is identified on Appendix A attached hereto and hereby made a part hereof (the "Material"), as amended from time to time.

2. Agreement: This agreement is entered into by, and between the United States of America, represented by the Department of Defense (D.o.D.), Office of the Assistant Secretary of Defense for Personnel and Resources (O.A.S.D.) (P. & R.), Special Events, hereafter called the "lender" or D.o.D." for the purpose of this agreement and the Chicago Police Department hereafter called the "borrower".

3. Liability:

a. By signing this agreement, the borrower agrees to protect the interests of the lender by certifying that the Chicago Police Department is self-insured.

b. For lost material, reimbursement by the borrower will be calculated at replacement cost.

c. On a case by case basis, the borrower may be required to reimburse D.o.D. for any expenses necessary for rehabilitation of damaged material whether damage occurred by theft, negligence, or accident. The lender will fully consider the borrower's determination as to whether such damage or loss occurred as a result of the negligence of the borrower or its officials, agents or employees, if the borrower conducts a proper and formal investigation in reaching such a determination.

d. The borrower will assume the responsibility for all debts, judgments and claims against the United States Government or any agency or instrument thereof, arising from the possession or use of the borrowed Material or transportation of the borrowed Material while it is in the possession of the borrower, and agrees to hold the lender harmless from any such claims and liability.

e. The lender makes no warranty or guarantee of the fitness of any of the Material for a particular purpose or use; or warranty of any type whatsoever.

f. The borrower will file and prepare incident and/or accident reports in accordance with existing laws and local ordinances.

4. Terms:

a. This loan of Material is intended to meet a temporary need covered by federal law. The borrower will keep the Material only for the period of the 1994 World Cup from the date of issue until no later than August 30, 1994, unless otherwise stipulated in writing, and agreed to by both parties.

b. When borrowing Material, an authorized representative will be required to sign a hand receipt which will specifically identify the Material being loaned and will serve as the official record of all material transactions for the purpose of entering into this agreement.

c. The Material will only be loaned to the Chief Executive Office of the borrowing organization or his/her authorized representatives. The individuals identified below are the authorized representatives for the purpose of signing hand receipts, thus accepting accountability and responsibility for the Chicago Police Department for loan of specific items:

1) _____

2) _____

3) _____

d. The name and signature of individuals authorized to represent the lender and borrower must appear on the last page for this agreement to be valid.

5. Conditions: This agreement is predicated upon the following Conditions:

a. "The lender may revoke and terminate this agreement and request return of the Material in whole or in part at any time.

b. At all times, the lender shall have free access to all loaned Material for the purpose of inspection or inventory.

c. The lender will make every effort to ensure that each item of the Material is furnished to the borrower in a serviceable and usable condition according to its original intended purpose.

d. Upon delivery of Material, only the authorized representative may sign the hand receipt acknowledging receipt and possession of the Material. The borrower or his/her representative will:

1) Conduct a joint inspection and inventory of all Material at the time of pick-up, delivery and/or return of loaned Material.

2) Upon return of the Material, certify that the quantities listed in the turn-in document(s) are correct, and will note any deficiencies in Material degrading its operability.

e. The Material will be delivered to the borrower from the lender at a location in the metropolitan Chicago area and at times arranged by the borrower's authorized representatives and the lender or the lender's agent. In instances when the authorized representative is not available to sign for the Material delivered by the lender, the Material will be returned to the D.O.D. storage facility. Under such circumstances, the D.O.D. may submit a claim for cost related to the transportation, storage and maintenance of the Material to the borrower.

f. The borrower is responsible for care and operational maintenance of the Material during the term of the loan to include:

1) Providing sufficient personnel and facilities to adequately operate, maintain, protect and secure the borrowed Material.

2) Maintaining the Material in a serviceable condition and ensuring that it is returned to the lender in as good a condition as when it was loaned (fair wear and tear excepted).

3) Records of maintenance performed will be kept and returned to the lender with the borrowed Material. (Note: when appropriate, the borrower will place the Material in a proper status prior to or upon return.)

4) Storing, safeguarding and securing high value items in a manner consistent with common practice, public law and local ordinance.

5) Taking all reasonable steps to prevent misuse of loaned Material or its use by unauthorized persons.

6) Neither making nor permitting any modifications or alterations of loaned Material without prior written permission of the lender.

g. Arrangements may be made between the lender and the borrower for delivery and turn-in of all loaned Material at no cost to the borrower.

h. The borrower may be asked to return loaned Material to a location in the metropolitan Chicago area designated by the lender when the Material is no longer needed, upon termination of the loan period, or upon request of the lender.

i. (Applicable to arrangements involving the loan of United States government buildings.) Upon termination of building/space use, the borrower will vacate the premises, remove its own property and return all government property.

6. Officials Not To Benefit: No member of or delegate to Congress shall be admitted to any share or part of this loan to any benefits arising in connection with it, other than benefits available to the general public.

7. Contingency Fees: No person or agency acting for or on behalf of the borrower to solicit or obtain this loan shall be paid any commission, percentage, brokerage, or contingent fee in any way connected with this loan.

8. Disputes: Any disputes arising under this loan agreement which are not mutually disposed of by the lender and the borrower shall be decided by the Office of the Assistant Secretary of Defense for Personnel and Resources.

Name/Position of United States Government Approving Authority	Signature and Date
Name of Chief Executive of Borrowing Agency	Signature and Date

Name of Representative Authorized to Sign Hand Receipts	Signature and Date
Name of Representative Authorized to Sign Hand Receipts	Signature and Date
Name of Representative Authorized to Sign Hand Receipts	Signature and Date

Appendix "A" attached to this Loan Agreement reads as follows:

Appendix "A".

1. 3,000 gas masks and pepper or CS Gas.
2. 10 buses.
3. 25 passenger vans.
4. Telephone equipment, including cellular telephones and pagers.
5. 100 radios and 8 radio-based stations.
6. Computer systems equipment.
7. Video equipment, including television monitors.
8. Law enforcement protective equipment, including night vision equipment.
9. Office equipment, including office furniture.
10. Two 12 foot x 60 foot trailers.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor and Aldermen Buchanan, Burke, Bialczak, Natarus and Shiller. 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Sponsored by the elected city officers 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

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE PROFESSOR ALLISON DAVIS.

WHEREAS, Allison Davis, the first African-American to achieve tenure at the University of Chicago, has been honored by the issuance of a commemorative postage stamp bearing his likeness; and

WHEREAS, Professor Davis was a prominent anthropologist, specializing in the areas of education and psychological development; and

WHEREAS, Professor Davis demonstrated through his research that cultural bias in standardized intelligence and achievement tests would lead

to underassessment of the intelligence and skills of minority students, and could prevent them from realizing all the traditional benefits of education; and

WHEREAS, Professor Davis' research on the effects of class inequalities as barriers to development led to the establishment of the Headstart Program for preschool children of disadvantaged backgrounds; and

WHEREAS, Professor Davis' stature and achievements did not prevent him from being the victim of racial discrimination, for although he was appointed to the faculty of the University of Chicago in 1942, he was denied admission to the faculty's Quadrangle Club until 1948; and

WHEREAS, In his research and writing on relations between the races, divisions between classes, and the condition of African-Americans, Professor Davis was never reluctant to address the shortcomings of American society, and held fast to the belief that education of the underprivileged would help overcome the barriers imposed by discrimination, and that education of those in positions of power and privilege was necessary in order to achieve removal of those barriers; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this second day of March, 1994, do hereby honor the memory of Allison Davis and his dedication to the principles of equality and justice; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Professor Davis as a token of our esteem.

TRIBUTE TO LATE MR. LEONARD RING.

WHEREAS, Nationally known trial lawyer Leonard Ring died on Friday, February 4, 1994; and

WHEREAS, Prior to World War II, Mr. Ring attended the University of Louisiana Medical School and the University of New Mexico School of Mines; and

WHEREAS, During World War II, he served as an Army tank commander in the 12th Armored Division and, after the war, he attended De Paul University Law School, graduating in 1949; and

WHEREAS, Mr. Ring was the president of Leonard M. Ring and Associates P. C., a law firm he founded more than forty years ago; and

WHEREAS, Throughout his careers, Mr. Ring was a strong advocate for victims' legal rights and testified before numerous legislative committees on issues such as "no fault" insurance; and

WHEREAS, As second vice president of the Chicago Bar Association, Mr. Ring was scheduled to become president in June of 1995; and

WHEREAS, Among the other legal groups Mr. Ring headed were the American Bar Association's Tort and Insurance Practice Section, Trial Lawyers for Public Justice, Trial Lawyers of America, the Illinois Trial Lawyers Association and the Appellate Lawyers Association; and

WHEREAS, Mr. Ring wrote many articles and textbook chapters on tort law and trial techniques and procedures and also co-authored *Illinois Personal Injury Practice*, a textbook still in use; and

WHEREAS, During the late 1970s and early 1980s, Mr. Ring served as the special trial lawyer for the Metropolitan Sanitary District in its ten-year battle against the polluters of Lake Michigan; and

WHEREAS, He was also the co-lead counsel in the Tylenol poisoning cases and was the co-chair of the plaintiffs Legal Committee for the MGM Grand Hotel fire litigation; and

WHEREAS, Mr. Ring was admired and respected by his peers in the legal community, and will be greatly missed; and

WHEREAS, Mr. Ring is survived by his wife, Donna Ruth; a son, Robert; a daughter, Susan; two brothers, Norman and Jack; and a sister, Miriam Rosen; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this ninth day of February, 1994, do hereby honor Leonard Ring for his commitment to our justice system and victims' rights; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Leonard Ring as a token of our esteem and admiration.

CONGRATULATIONS EXTENDED TO SKATER BONNIE BLAIR ON HER CHAMPIONSHIP PERFORMANCE AT 1994 WINTER OLYMPIC GAMES.

WHEREAS, Olympian Bonnie Kathleen Blair was born on March 18, 1964, in Cornwall, New York, the youngest of six children of Charlie and Eleanor Blair; and

WHEREAS, When Bonnie was two years old, her father moved the family to Champaign, Illinois; and

WHEREAS, She grew up in Champaign, which had the facilities, coaching and competition to help her excel at speed-skating and, at the age of seven, she competed in the Illinois State Championships; and

WHEREAS, She continued to skate in competitions throughout the United States and Europe and, in 1984, made the United States Olympic Team, finishing eighth in the 500 meter race; and

WHEREAS, At the 1988 Olympics in Calgary, Canada, she won her first gold medal in the 500 meters, and a bronze medal in the 1,000 meters; and

WHEREAS, She triumphed again at the 1992 Olympics in Albertville, France, winning another gold medal in the 500 meters, and her first gold medal in the 1,000 meters; and

WHEREAS, At the Olympics in Lillehammer, Norway, she once again won gold medals in the 500 and 1,000 meter races, becoming the first woman to win titles in three straight Olympics; and

WHEREAS, Her five gold medals are the most won by any female United States Olympian, summer or winter; and

WHEREAS, She has won a third of the United States' Winter Olympic gold medals since 1988; and

WHEREAS, This was the third straight Winter Olympics in which Bonnie Blair was the United States' most successful athlete and the second straight in which United States women were responsible for most of the team's medals; and

WHEREAS, Bonnie Blair is a true champion, not only because of her Olympic gold medals, but because her fine sportsmanship and fierce competitiveness have made her an example to young people throughout the United States; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, on this second day of March, 1994, hereby honor speed-skater Bonnie Blair for her fine performance in the 1994 Olympics; and

Be It Further Resolved, That suitable copies of this resolution be presented to Bonnie Blair as a token of our admiration and esteem.

THE HONORABLE STEFANO CACCIAGUERRA, CONSUL GENERAL OF ITALY AND MR. DOMINIC DI FRISCO HONORED BY NATIONAL ITALIAN-AMERICAN FOUNDATION FOR SERVICE TO ITALIAN-AMERICAN COMMUNITY AND MARCH 4, 1994 DECLARED "DOMINIC DI FRISCO AND STEFANO CACCIAGUERRA DAY IN CHICAGO".

WHEREAS, Chicago is a city rich in ethnic heritage and pride, boasting a great diversity of cultures; and

WHEREAS, Italian-Americans are a proud, cohesive and vibrant part of Chicago's past, present and future, continuing to make significant contributions to the City in business, government, the arts, medicine, education, labor relations and other important aspects of life; and

WHEREAS, Within the Italian-American community in Chicago and throughout the United States there exists a diversity in regional heritage; and

WHEREAS, The Honorable Stefano Cacciaguerra, consul general of Italy, has earned recognition for his efforts to unite the Italian-American community in order to strengthen the community's traditional values; and

WHEREAS, Within Chicago's Italian-American community, Dominic DiFrisco has worked to promote a shared pride in heritage and accomplishments, and has also involved himself in efforts to establish bonds between groups of differing backgrounds in order to promote a sense of American unity; and

WHEREAS, Mr. Cacciaguerra and Mr. DiFrisco are to be honored on March 4, 1994, by the National Italian-American Foundation for their service to the Italian-American community and their cooperation in the community development efforts of the foundation; and

WHEREAS, It is fitting that the City of Chicago also offer its recognition and commendation through the action of the City Council; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this second day of March, 1994, do hereby salute Dominic DiFrisco and Stefano Cacciaguerra for their the humanitarian efforts, and we join the National Italian-American Foundation in honoring them; and

Be It Further Resolved, That March 4, 1994, is hereby declared "Dominic DiFrisco and Stefano Cacciaguerra Day in Chicago"; and

Be It Further Resolved, That suitable copies of this resolution be presented to Mr. DiFrisco, Mr. Cacciaguerra and the National Italian-American Foundation as a token of our esteem.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE MS. SHIRLEY COLE.

WHEREAS, Ms. Shirley Cole was born February 7, 1935, Chicago, Illinois; and

WHEREAS, Ms. Shirley Cole attended Doolittle Elementary School and Wendell Phillips High School in Chicago, Illinois, where she received her formal education; and

WHEREAS, Ms. Shirley Cole on August 1, 1953, became united with Charles Cole in holy matrimony and was blessed in this union with five devoted sons, Michael, Daryl, Terry, Rodney and Christopher; and

WHEREAS, Ms. Shirley Cole at an early age accepted Christ as her personal Savior, becoming an active member of Metropolitan Community Church. A strong advocate of family unity, she dedicated her life expressing and teaching everyone she came in contact with; and

WHEREAS, Ms. Shirley Cole departed this life on her birthday, February 7, 1994, leaving three brothers, three sisters, eight grandchildren, three great-grandchildren and two daughters-in-law; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby recognizes the achievements and contributions of Ms. Shirley Cole and salutes her life and legacy, which inspired and comforted those who crossed her path; and

Be It Further Resolved, That suitable copies of this resolution be made available for the families of Ms. Shirley Cole, and Alvin and Joan Britton. Alvin is a staff member of Alderman Dixon's Ward office and a long time supporter of the 8th Ward community.

CONGRATULATIONS EXTENDED TO REVEREND ADDIE L. WYATT FOR HER NUMEROUS ACHIEVEMENTS AND MARCH 2,1994 DECLARED "REVEREND ADDIE L. WYATT DAY IN CHICAGO".

WHEREAS, In observing the accomplishments of its many great citizens, Chicago can boast of no more impressive an individual than The Reverend Addie L. Wyatt, who for half a century has been a towering figure in three major social movements: labor, civil rights and women's rights, and who in addition happens to be one of our great City's outstanding religious leaders; and

WHEREAS, A native of Brookhaven, Mississippi, Addie L. Wyatt was originally a worker in a meat packing plant, and proceeded to become an international labor figure. After thirty years of full-time service as a leader and officer in the labor movement, she retired in September, 1984, as international vice president of the largest union in the AFL-CIO, the United Food and Commercial Works Union; serving also as the union's director of the Civil Rights and Women's Department. Earlier, she had been the first woman to become local union president of the United Packinghouse, Food and Allied Workers, and then as the first woman international vice president of the Amalgamated Meat Cutters and Butcher Workmen of North America; and

WHEREAS, As an ordained minister since 1955, Reverend Addie L. Wyatt has joined her husband Dr. Claude S. Wyatt, Jr., pastor of Vernon Park Church of God, in building a church that provides spiritual focus to its grateful community, and reaches out to people in need throughout Chicagoland. The Wyatts worked closely with Dr. Martin Luther King, Jr., from 1956 to 1968, participating in major marches in Selma, Washington, D. C., and Chicago. They were also founders of Operation Breadbasket and are founders and board members of Operation PUSH, working there throughout the years in numerous capacities; and

WHEREAS, Addie L. Wyatt was appointed by Eleanor Roosevelt to serve on the Labor Legislation Committee of the Commission on the Status of Women. The Commission ultimately produced a report, *American Women,* which was the genesis of many of the women's organizations which have since come into being. Mrs. Wyatt was also a founding member of the National Organization of Women (N.O.W.) and of the Coalition of Labor Union Women (C.L.U.W.), where she continues to serve as executive vice president emeritus. Her participation in women's rights organizations has been as committed as her other work, and she has inspired many younger women along the way, including the late Jacqueline B. Vaughn, president of the Chicago Teachers Union, who often referred to Addie L. Wyatt as her role model; and

WHEREAS, Addie L. Wyatt has received honors and awards from far and wide. She appeared on the cover of *Time Magazine* as one of the Women of the Year 1975, and was similarly honored by *The Ladies Home Journal* in 1977, and by *Ebony Magazine* as one of the most influential Black Americans from 1980 to 1984. She also has citations from the King Center in Atlanta, the National Conference of Christians and Jews, and many other organizations. In 1982, Addie L. Wyatt was a member of the Jerusalem Women's Conference and was a guest of Prime Minister Menachem Begin of Israel as well as Mrs. Anwar L. Sadat of Egypt and of many of the top leaders of both countries; and

WHEREAS, Reverend Addie L. Wyatt has geared her endeavors to the achievement of social, political and community progress, with spiritual excellence. She has also, along the way, inspired all of us charged with the responsibility of leadership, and of caring; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, A.D., do hereby salute the Reverend Addie L. Wyatt as one of our great City's most outstanding citizens, and in expressing our gratitude to this great person, do hereby declare that this day be known as "Reverend Addie L. Wyatt Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Reverend Addie L. Wyatt.

Presented By

ALDERMAN BUCHANAN (10th Ward):

CONGRATULATIONS EXTENDED TO MRS. BETTY C. BURTON ON HER RETIREMENT AS EXECUTIVE DIRECTOR OF SOUTH CHICAGO YOUNG MEN'S CHRISTIAN ASSOCIATION.

WHEREAS, All communities of our City have many leaders and workers who give of themselves to such a degree that they impact on programs to serve all sections of our society; and

WHEREAS, The retirement of one such leader will leave such a tremendous void in our community that it will take several people to continue the work that needs to be done; and

WHEREAS, The South Chicago community will lose to retirement Mrs. Betty Burton, Executive Director of the South Chicago Y.M.C.A.; and

WHEREAS, Mrs. Betty Burton began her career in public and social service in the program of Y.M.C.A. of Chicago thirty-seven years ago. During this time Mrs. Burton worked at Sears Y.M.C.A. and West Community Y.M.C.A.. On July 1, 1976, Mrs. Burton was assigned to South Chicago Y.M.C.A., where she became a major part of the community life and a member of every community organization. Betty was a member of South Chicago Chamber of Commerce (vice president); United Charities (advisory committee); Claretian Medical Center Board; Calumet Children Fund; Family Rescue (convent was renovated to establish a program); and she was involved with Claretian when the Villa for Senior Citizens was built; and

WHEREAS, Mrs. Burton was given special recognition from the South Chicago Chamber of Commerce, Women of the Year, and Women in Charge; and

WHEREAS, A career such as was led by Mrs. Betty C. Burton, is the model for other leaders; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, join in the many tributes being bestowed upon Mrs. Betty C. Burton; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Betty C. Burton at a special event planned in her honor.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. JOHN P. CARMICHAEL.

WHEREAS, The late John P. Carmichael is universally remembered as the legendary sports writer and editor of *The Chicago Daily News*; and

WHEREAS, Throughout his forty years as a sportswriter and editor, John P. Carmichael was the recipient of numerous honors, including Press Veteran of the Year, the Grantland Rice Award, membership in the Baseball Hall of Fame and the Chicago Press Club's Journalism Hall of Fame; and

WHEREAS, John P. Carmichael began writing his syndicated "Barber Shop" column for *The Chicago Daily News* in 1934, which became the best known sports column in the nation and earned for John Carmichael the distinction of being America's "most beloved sports writer"; and

WHEREAS, John P. Carmichael was a diehard American League baseball fan, who covered the League and the Chicago White Sox for twenty years; and

WHEREAS, To honor the memory of the late John P. Carmichael, a portion of West 34th Street, between South Wells Street and South Shields Avenue, which is located within a league ball's throw of Comiskey Park, will be renamed "John P. Carmichael Way"; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of March in 1994, do hereby join together to honor the late John P. Carmichael for his award winning coverage of sports for more than four decades, as well as for his loyal support of the Chicago White Sox; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of John P. Carmichael.

TRIBUTE TO LATE MR. RAYMOND GAGLIONE.

WHEREAS, Raymond Gaglione passed away on Sunday, February 13, 1994 at the age of fifty-five; and

WHEREAS, Raymond Gaglione, beloved husband of the late Patricia (nee Donovan); and

WHEREAS, Raymond Gaglione, dear father of Patricia; and

WHEREAS, Raymond Gaglione, loving son of the late Michael and Ann Gaglione; and

WHEREAS, Raymond Gaglione, fond brother of Frances (the late John) Demma, Vincent "Ace" (Ruth), Michael, Jr. (Marie) and the late Robert; and

WHEREAS, Raymond Gaglione, a cherished friend to many and a good neighbor to all, will be greatly missed by his many friends, family members and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of March in 1994, do hereby extend to the family of Raymond Gaglione our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Raymond Gaglione.

TRIBUTE TO LATE MR. EDWARD B. HOLMBERG, JR.

WHEREAS, Edward B. Holmberg, Jr. passed away on Wednesday, February 16, 1994 at the age of seventy-four; and

WHEREAS, Edward B. Holmberg, Jr., dearly beloved husband of Donna Luhrs Holmberg; and

WHEREAS, Edward B. Holmberg, Jr., devoted father of Sandra Attardi, Gretchen (Thomas J.) McKeon, Edward B. Holmberg III and Heather Holmberg; and

WHEREAS, Edward B. Holmberg, Jr., loving grandfather of David Attardi, Elisa Weber, and "Grand Pa's Boys" Jay and Matt McKeon; and

WHEREAS, Edward B. Holmberg, Jr., great-grandfather of Jenna Marie Attardi; and

WHEREAS, Edward B. Holmberg, Jr., dear brother of Rosemary Dunham and the late Audrey McGraw; and

WHEREAS, Edward B. Holmberg, Jr., fond brother-in-law of Frank Luhrs, June Bergstrom, Richard Luhrs, David Luhrs and the late Donald Luhrs; and

WHEREAS, Edward B. Holmberg, Jr., beloved uncle and great-uncle of many nieces and nephews, and cherished cousin of Gay Luhrs Allen; and

WHEREAS, Edward B. Holmberg, Jr., a treasured friend of many and a good neighbor to all, he will be greatly missed by his many friends, family members and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of March in 1994, do hereby extend to the family of Edward B. Holmberg, Jr. our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be available to the family of Edward B. Holmberg, Jr..

TRIBUTE TO LATE MRS. LOIS KELLY KAMINSKY.

WHEREAS, Lois Kelly Kaminsky passed away on January 22, 1994 at the age of fifty-six; and

WHEREAS, Lois Kelly Kaminsky, dearly beloved wife of Charles "Chuck" Kaminsky; and

WHEREAS, Lois Kelly Kaminsky, devoted mother of Karen (Daniel) DuBrock, Andrew (Mary) Kaminsky, Ronald (Catherine) Kaminsky and Angela Kaminsky; and

WHEREAS, Lois Kelly Kaminsky, loving grandmother of Robert Kaminsky and Christopher J. DuBrock; and

WHEREAS, Lois Kelly Kaminsky, dear sister of Robert J. Kelly; and

WHEREAS, Lois Kelly Kaminsky, fond aunt of many nieces and nephews; and

WHEREAS, Lois Kelly Kaminsky, a cherished friend to many and a good neighbor to all, she will be greatly missed by her many friends, family members and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of March in 1994, do hereby extend to the family of Lois Kelly Kaminsky our deepest condolences and most heartfelt sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Lois Kelly Kaminsky.

TRIBUTE TO LATE MRS. THERESA S. RAK SIWEK.

WHEREAS, Theresa S. Rak Siwek (nee Piorkowski) passed away on Monday, January 3, 1994 at the age of sixty-seven; and

WHEREAS, Theresa S. Rak Siwek, beloved wife of Eugene Siwek and the late Roman Rak; and

WHEREAS, Theresa S. Rak Siwek, loving mother of Janice (Patrick) Degnan, Gene (Linda) Rak, Gerald (Carol) Rak and Gail Siwek; and

WHEREAS, Theresa S. Rak Siwek, dearest grandmother of Jennifer, Eric, Tracey, Carann, Leanna, Shannon and Patrick; and

WHEREAS, Theresa S. Rak Siwek, dear sister of Katherine Slomski and Rose Piorkowski; and

WHEREAS, Theresa S. Rak Siwek, Westlawn resident and retired secretary for the Polish Roman Catholic Union and the Campbell Soup Company; and

WHEREAS, Theresa S. Rak Siwek, member of the Saints Peter and Paul Friendship and the Senior Polka Association; and

WHEREAS, Theresa S. Rak Siwek, a cherished friend to many and a good neighbor to all, she will be greatly missed by her many friends, family members and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of March in 1994, do

hereby extend to the family of Theresa S. Rak Siwek our deepest sympathies and most heartfelt condolences upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Theresa S. Rak Siwek.

TRIBUTE TO LATE MRS. DEBORAH SOKOLOWSKI.

WHEREAS, Deborah Sokolowski (nee Sizemore) passed away on Tuesday, February 15, 1994 at the age of thirty-eight; and

WHEREAS, Deborah Sokolowski, loving mother of Heidi, Lorie, Susie and Michelle Sokolowski; and

WHEREAS, Deborah Sokolowski, dearest daughter of Charles (the late Loretta) Sizemore; and

WHEREAS, Deborah Sokolowski, fond sister of Sherry Howard, Chuck (Sandy) Sizemore and Kevin (Laura) Sizemore; and

WHEREAS, Deborah Sokolowski, a cherished friend of many and a good neighbor to all, she will be greatly missed by her many friends, family members and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this second day of March in 1994, do hereby extend to the family of Deborah Sokolowski our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Deborah Sokolowski.

TRIBUTE TO LATE MRS. ALICE N. SOLAN.

WHEREAS, Alice N. Solan passed away on Tuesday, February 15, 1994 at the age of seventy; and

WHEREAS, Alice N. Solan, beloved wife of the late Honorable Judge Joseph A. Solan; and

WHEREAS, Alice N. Solan, loving mother of Joseph M. (Linda) and Patrick Solan; and

WHEREAS, Alice N. Solan, dearest grandmother of Joseph J. and Michael; and

WHEREAS, Alice N. Solan, beloved sister and aunt to many; and

WHEREAS, Alice N. Solan, a cherished friend to many and a good neighbor to all, she will be greatly missed by her many friends, relatives and associates; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, do hereby extend to the family of Alice N. Solan our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of Alice N. Solan.

CONGRATULATIONS EXTENDED TO DR. RALPH J. BERK ON HIS RETIREMENT AFTER SIXTY YEARS AS PRACTICING OPTOMETRIST.

WHEREAS, Dr. Ralph J. Berk retired from his optometry practice in February of 1994; and

WHEREAS, Dr. Ralph J. Berk had practiced optometry for over sixty years, having received his license in 1933; and

WHEREAS, Dr. Ralph J. Berk served the residents of Bridgeport throughout the entire sixty years of his practice; and

WHEREAS, The office of Dr. Ralph J. Berk, while moving three times throughout the length of his practice, always remained on Halsted Street, the heart of Bridgeport's commercial district; and

WHEREAS, Dr. Ralph J. Berk interrupted his service to the residents of Bridgeport only once, when he served his country as a lieutenant in the United States Navy during World War II; and

WHEREAS, At the time of his retirement, Dr. Ralph J. Berk was operating his office out of 3508 South Halsted Street; and

WHEREAS, Dr. Ralph J. Berk and his wife, Charlotte, have one son, Alan, also a doctor of optometry; and

WHEREAS, The residents of the 11th Ward's Bridgeport community will greatly miss Dr. Ralph J. Berk, and will long remember him for his devotion and loyalty to their community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, do hereby extend to Dr. Ralph J. Berk our sincerest congratulations upon his retirement and our very best wishes for success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Dr. Ralph J. Berk.

CONGRATULATIONS EXTENDED TO EDUCATOR PHYLLIS S. KAMINSKI ON HER RETIREMENT FROM CHICAGO BOARD OF EDUCATION.

WHEREAS, After many years of faithful and dedicated service, Phyllis S. Kaminski has retired from the Chicago Board of Education; and

WHEREAS, At the time of her retirement, Phyllis S. Kaminski was a member of the faculty at Armour Elementary School located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, Prior to teaching at Armour, Phyllis S. Kaminski taught at Kershaw Elementary School; and

WHEREAS, Phyllis S. Kaminski is an alumna of the Chicago Public School system, having attended Robert Healy Elementary School, and Holden and Kelly High Schools; and

WHEREAS, Phyllis S. Kaminski is an experienced and dedicated educator whose professional expertise and personal approach with her students will be greatly missed by the faculty and student body of Armour Elementary School; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, do hereby extend to Phyllis S. Kaminski our heartiest congratulations upon her retirement as a teacher and offer to her our sincerest and best wishes for

good fortune and prosperity, as well as our gratitude for her contributions to the education and well being of the children of Bridgeport; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Phyllis S. Kaminski.

CONGRATULATIONS EXTENDED TO EDUCATOR JAMES L. MORAN ON HIS RETIREMENT FROM CHICAGO BOARD OF EDUCATION.

WHEREAS, After thirty-one years of faithful and dedicated service, James L. Moran has retired from the Chicago Board of Education; and

WHEREAS, At the time of his retirement, James L. Moran was a member of the faculty of Armour Elementary School, located in the heart of the 11th Ward's Bridgeport community; and

WHEREAS, James L. Moran had been a member of Armour's faculty for two decades; and

WHEREAS, Prior to his years at Armour, James L. Moran worked at the Board of Education Central Office and taught at Holmes Elementary School, Bond Upper Grade School and Lewis Champlin Elementary School; and

WHEREAS, James L. Moran is an experienced and dedicated educator whose professional expertise and personal approach with his students will be greatly missed by the faculty and student body of Armour Elementary School; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, do hereby extend to James L. Moran our heartiest congratulations upon his retirement as a teacher and offer to him our sincerest and best wishes for good fortune and prosperity, and our gratitude for his contributions to the education and well being of the children of Bridgeport; and

Be It Further Resolved, That a suitable copy of this resolution be made available to James L. Moran.

CONGRATULATIONS EXTENDED TO MR. AND MRS. JOHN O'DAY ON THEIR TWENTY-FIFTH WEDDING ANNIVERSARY.

WHEREAS, John and Susan O'Day celebrated their twenty-fifth wedding anniversary on January 25, 1994; and

WHEREAS, John O'Day and the former Susan Finn were married at Saint Symphorosa's Church on January 25, 1969; and

WHEREAS, Their twenty-five years of married life have produced a loving and close family consisting of their sons, Jack and Dan, and their daughters, Katie and Mary Beth; and

WHEREAS, Throughout their children's youth, John and Susan worked hard to provide them with a loving and supportive environment; and

WHEREAS, Residents of the 11th Ward's Canaryville community, John and Susan O'Day are devout members of Saint Gabriel's Parish; and

WHEREAS, The family of John and Susan O'Day has since expanded to include their daughter-in-law, Michelle, and their grandson, Jake; and

WHEREAS, John O'Day is a member of the Saint Jude League and Susan O'Day is a member of the Saint Gabriel's Women's Club and the Canaryville Improvement Association; and

WHEREAS, John and Susan O'Day have passed twenty-five years of marriage in loving and consistent devotion to one another, truly exemplifying the spirit of the Sacrament of Marriage and serving as a model of inspiration to their children; and

WHEREAS, John and Susan O'Day are richly deserving of the fond and warm wishes of all who know them as they mark this marital milestone of their silver anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, A.D., do hereby extend our heartiest congratulations to John and Susan O'Day upon the twenty-fifth anniversary of their marriage, and join with their many friends and family members in wishing them many more years of happiness together; and

Be It Further Resolved, That a suitable copy of this resolution be made available to John and Susan O'Day.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE CHICAGO POLICE COMMANDER WILLIAM L. COESFELD.

WHEREAS, Almighty God in his infinite wisdom has called Chicago Police Commander William L. Coesfeld to his eternal reward at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career with the Chicago Police Department, Commander Coesfeld upheld the highest traditions and standards of law enforcement, earning him the respect and admiration of his colleagues; and

WHEREAS, In 1936, Commander Coesfeld joined the Chicago Park District Police, which later was absorbed by the Chicago Police Department; and

WHEREAS, Commander Coesfeld became commander of the new 13th District in 1961; and

WHEREAS, Commander Coesfeld was best known for helping defuse Puerto Rican unrest in Chicago during the 1960s; and

WHEREAS, Commander Coesfeld's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Commander Coesfeld was a devoted husband to his wife, Bonita, and a loving father to his stepchildren, Beverly Brewer, Harvey and Joseph Paul, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Commander Coesfeld to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Commander Coesfeld will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Chicago Police Commander William L. Coesfeld for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Chicago Police Commander William L. Coesfeld.

TRIBUTE TO LATE MR. JAMES F. CRESWELL.

WHEREAS, Almighty God in his infinite wisdom has called James F. Creswell to his eternal reward at the age of sixty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Mr. Creswell's expertise and knowledge in the legal profession earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Creswell was the founder of the law firm of Creswell, Fares, Ryan, Frost & Bijack; and

WHEREAS, Mr. Creswell served as corporation counsel for Chicago Heights from 1975 to 1991 and as village attorney for Olympia Fields from 1981 to 1991; and

WHEREAS, Mr. Creswell's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Creswell was a devoted husband to his wife, Shelia, and a loving father to his daughters, Mary Frost, Ann Kohout, Laura Kelly, Tricia Rosko, Jane Coers and Kathleen Cunningham, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Creswell to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Creswell will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate James F. Creswell for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James F. Creswell.

TRIBUTE TO LATE MS. BARBARA A. CUNNINGHAM.

WHEREAS, Almighty God in his infinite wisdom has called Barbara A. Cunningham to her eternal reward at the age of fifty-seven; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Throughout her long and distinguished career, Miss Cunningham's expertise and knowledge in the area of library science earned her the respect and admiration of her colleagues; and

WHEREAS, Miss Cunningham taught at Rosary College in the 1960s and in 1971 became the reference services librarian at Johns Hopkins University in Baltimore; and

WHEREAS, Miss Cunningham joined the Suburban Library System in 1977 and the Enoch Pratt Library in Baltimore in the mid-1980s; and

WHEREAS, In 1989, Miss Cunningham became the executive director of the Illinois Library Association; and

WHEREAS, Miss Cunningham's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Miss Cunningham to her family members, friends and all who knew her and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Miss Cunningham will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby

commemorate Barbara A. Cunningham for her fruitful life and for her years of dedicated service, 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 Barbara A. Cunningham.

TRIBUTE TO LATE MRS. DOROTHY B. EPSTEIN.

WHEREAS, Almighty God in his infinite wisdom has called Dorothy B. Epstein to her eternal reward at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, During her career, Mrs. Epstein's expertise and knowledge in the area of real estate earned her the respect and admiration of her colleagues; and

WHEREAS, Mrs. Epstein operated the Chicago-based Berger Realty Group for several years before it was taken over by her three sons; and

WHEREAS, Mrs. Epstein's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mrs. Epstein was a devoted and loving mother to her three sons, Miles Berger, Ronald Berger and Bob Berger, to whom she passed on many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Epstein to her family members, friends and all who knew her and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Mrs. Epstein will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Dorothy B. Epstein for her fruitful life and for her years of dedicated service, 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 Dorothy B. Epstein.

TRIBUTE TO LATE MRS. SHEILA FORSNER.

WHEREAS, Almighty God in his infinite wisdom has called Sheila Forsner to her eternal reward at the age of thirty; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Forsner became a spokeswoman against drunken driving after she was paralyzed in a car accident involving a drunk driver; and

WHEREAS, Mrs. Forsner became active with the Alliance Against Intoxicated Motorists by talking about the effects drunken driving accidents have on families; and

WHEREAS, Mrs. Forsner also dedicated tremendous time and energy to talking to high school students about drinking and driving; and

WHEREAS, Mrs. Forsner's sacrifice and dedication should serve as an example to all; and

WHEREAS, Mrs. Forsner was a devoted wife to her husband, Ed, and a loving mother to her son, the late Alex, and to her stepsons, Brian and Eric, to whom she passed on many of the same fine qualities she possessed in abundance; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Forsner to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Mrs. Forsner will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Sheila Forsner 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 Sheila Forsner.

TRIBUTE TO LATE TELEVISION JOURNALIST JIM GIBBONS.

WHEREAS, Almighty God in his infinite wisdom has called Jim Gibbons to his eternal reward at the age of fifty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Mr. Gibbons upheld the highest traditions of journalism, earning the respect and admiration of his colleagues; and

WHEREAS, Mr. Gibbons was an award-winning general-assignment reporter at WLS-Channel 7 for the last twenty-five years, covering a wide variety of stories from features to breaking news; and

WHEREAS, In recognition of his hard work, sacrifice and dedication, Mr. Gibbons was the recipient of numerous awards and honors, including two Chicago Emmy Awards; and

WHEREAS, Mr. Gibbons was a devoted husband to his wife, Darlene, and a loving father to his children, Siobhan and Sean, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Gibbons to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Gibbons will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Jim Gibbons for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jim Gibbons.

TRIBUTE TO LATE MR. DONALD M. GRAHAM.

WHEREAS, Almighty God in his infinite wisdom has called Donald M. Graham to his eternal reward at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Graham began his legal career at Mayer, Meyer, Austrian and Platt, where he became the youngest person ever to become a partner in the firm; and

WHEREAS, Mr. Graham left the legal field in 1952 to join Continental Bank, where he served as head of the Oil and Utility Division; and

WHEREAS, In 1969, Mr. Graham was elected chairman of the board and chief executive officer of Continental Bank, where he served in that capacity until his retirement in 1976; and

WHEREAS, Mr. Graham dedicated tremendous time and energy to numerous corporations, serving as a director on the boards of American Airlines, Texaco, Illinois Power Company, the University of Notre Dame and Wesley Memorial Hospital; and

WHEREAS, Mr. Graham's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Graham was a devoted husband to his wife, Josephine, and a loving father to his children, Robert, Allan and Mary Josephine Boyd, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Graham to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Graham will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Donald M. Graham for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Donald M. Graham.

TRIBUTE TO LATE DOWNERS GROVE POLICE COMMANDER PETER F. "PAT" KELLY.

WHEREAS, Almighty God in his infinite wisdom has called Downers Grove Police Commander Peter F. "Pat" Kelly to his eternal reward at the age of fifty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career with the Downers Grove Police Department, Commander Kelly upheld the highest traditions and standards of law enforcement, earning the respect and admiration of his colleagues; and

WHEREAS, Commander Kelly designed and implemented the department's community action program to teach people about crime prevention and community support for police programs; and

WHEREAS, Commander Kelly also established a Community Relations Division and focused on creating programs for senior citizens and the disabled; and

WHEREAS, Before retiring in 1986, Commander Kelly served three years as the Downers Grove emergency service disaster agency coordinator, where he developed and designed the village's state-of-the-art communications center that is used for the Downers Grove police and fire departments; and

WHEREAS, Commander Kelly's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Commander Kelly was a devoted husband to his wife, Alice, and a loving father to his five children, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Commander Kelly to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Commander Kelly will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Downers Grove Police Commander Peter F. "Pat" Kelly for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Downers Grove Police Commander Peter F. "Pat" Kelly.

TRIBUTE TO LATE MR. TERRENCE J. KENNY.

WHEREAS, Almighty God in his infinite wisdom has called Terrence J. Kenny to his eternal reward at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Kenny honorably and courageously served in the United States Merchant Marine; and

WHEREAS, Throughout his long and distinguished career with the City of Chicago, Mr. Kenny's expertise and knowledge as an electrical engineer earned him the respect and administration of his colleagues; and

WHEREAS, In 1944, Mr. Kenny began his career with the bureau of electricity, serving in numerous capacities, including engineer group C, fire telephone operator, assistant telegraph repairer, stationary engineer, lineman, superintendent, engineer, assistant electrical operating engineer and general superintendent; and

WHEREAS, Mr. Kenny dedicated tremendous time and effort to numerous organizations, including Saint Sabina's Church, Saint Thomas Moore Church, the 18th Ward Regular Democratic Organization and the International Brotherhood of Electrical Workers Local 9; and

WHEREAS, Mr. Kenny's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Kenny was a devoted and loving husband to his wife, Annabelle, for fifty years; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Kenny to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Kenny will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Terrence J. Kenny for his fruitful life and for his years of dedicated service and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Terrence J. Kenny.

TRIBUTE TO LATE DR. MARK L. LEPPER.

WHEREAS, Almighty God in his infinite wisdom has called Dr. Mark L. Lepper to his eternal reward at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Dr. Lepper's expertise and knowledge as an epidemiology specialist earned him the respect and admiration of his colleagues; and

WHEREAS, In 1958, Dr. Lepper began working at Rush-Presbyterian-St. Luke's Hospital, where he was a professor of preventive medicine and a strong advocate for providing greater health care for the poor; and

WHEREAS, Governor Dan Walker named Dr. Lepper coordinator of health services and chairman of the comprehensive health planning board of Illinois in January 1973; and

WHEREAS, Dr. Lepper retired in 1982 as dean of Rush University's Graduate College; and

WHEREAS, Dr. Lepper dedicated tremendous time and effort to the community, serving as president of the Chicago Heart Association, chairman of the Illinois State Medical Society Polio Committee, and member of the Illinois Encephalitis Task Force; and

WHEREAS, Dr. Lepper's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Dr. Lepper was a devoted husband to his wife, Joyce, and a loving father to his children, Mark and Joyce Lynne, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Dr. Lepper to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Dr. Lepper will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Dr. Mark L. Lepper for his fruitful life and for his years of dedicated service and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. Mark L. Lepper.

TRIBUTE TO LATE UNITED STATES ARMY SERGEANT MAJOR ARTHUR E. LIESKE.

WHEREAS, Almighty God in his infinite wisdom has called Sergeant Major Arthur E. Lieske to his eternal reward at the age of sixty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Sergeant Major Lieske honorably and courageously served in the United States Army during the Korean War from 1952 to 1954; and

WHEREAS, During his long and distinguished career in the United States Army, Sergeant Major Lieske upheld the highest standards of dedication, earning him the respect and admiration of his colleagues; and

WHEREAS, After serving in Korea, Sergeant Major Lieske joined the 12th Special Forces Group Reserve Unit in Chicago, where he served as operations sergeant in Special Forces "A" Detachment, first sergeant in Special Forces Signal Company and as sergeant major for Special Forces "B" Detachment before his retirement in 1992; and

WHEREAS, Sergeant Major Lieske was a devoted husband to his wife, Hazel, and a loving father to his children, Mark, Debborh Znoy and Nicolette Orzech, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Sergeant Major Lieske to his family members, friends and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Sergeant Major Lieske will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Sergeant Major Arthur E. Lieske for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sergeant Major Arthur E. Lieske.

TRIBUTE TO LATE CHICAGO POLICE CAPTAIN WILLIAM J. MC CARTHY.

WHEREAS, Almighty God in his infinite wisdom has called Chicago Police Captain William J. McCarthy to his eternal reward at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career with the Chicago Police Department, Captain McCarthy upheld the highest traditions and standards of law enforcement, earning him the respect and admiration of his colleagues; and

WHEREAS, Captain McCarthy joined the Chicago Police Department in 1944 as a traffic patrolman, rose through the ranks to captain, and retired in 1977 as head of the auto theft division; and

WHEREAS, Captain McCarthy was a member of the Chicago Police Captain's Association, the Fraternal Order of Police Lodge 7, the Illinois Police Association, the Notre Dame Church Men's Club and Moose Lodge 980; and

WHEREAS, Captain McCarthy's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Captain McCarthy was a devoted husband to his wife, Anne, and a loving father to his children, Joan Houska, William, Patricia Dalton, Bonnie Budz and Mary Kay Burke, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Captain McCarthy to his family members, friends and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Captain McCarthy will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Chicago Police Captain William J. McCarthy for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Chicago Police Captain William J. McCarthy.

TRIBUTE TO LATE MR. MARTIN J. MURPHY, SR.

WHEREAS, Almighty God in his infinite wisdom has called Martin J. Murphy, Sr. to his eternal reward at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as both an attorney and a civic leader, Mr. Murphy's expertise and knowledge earned him the respect and admiration of his colleagues; and

WHEREAS, Mr. Murphy was a devoted husband to his wife, Gertrude, and a loving father to his children, Charles, Judge Sheila M., Dr. Martin, Jr., John Patrick Michael, and Eamon, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Murphy to his family members, friends, and all who knew him and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Murphy will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Martin J. Murphy, Sr. for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Martin J. Murphy, Sr..

TRIBUTE TO LATE MS. ELLA LOUISE PORTER.

WHEREAS, Almighty God in his infinite wisdom has called Ella Louise Porter to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, During her long and distinguished career with the Chicago Park District, Miss Porter was a host-supervisor, overseeing about twenty parks in the Fuller District on the far south side and in the Foster area on the near north side; and

WHEREAS, Miss Porter is best known as a pioneer for the handicapped programs and activities which served as a foundation for the Chicago Park District's Special Olympics Program; and

WHEREAS, Miss Porter's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Miss Porter to her family members, friends, and all who knew her and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Miss Porter will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Ella Louise Porter for her fruitful life and for her years of dedicated service, 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 Ella Louise Porter.

TRIBUTE TO LATE MR. OTHO MORGAN ROBINSON.

WHEREAS, Almighty God in his infinite wisdom has called Otho Morgan Robinson to his eternal reward at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career as an educator, Mr. Robinson's expertise and knowledge earned him the respect and admiration of his colleagues; and

WHEREAS, During the 1960s, Mr. Robinson was director of the Chicago Board of Education's Bureau of the Socially Maladjusted, where he developed a pilot program for the continuing education of unwed teenage mothers; and

WHEREAS, In 1967, Mr. Robinson was promoted to District 20 superintendent and played a key role in the creation of programs for gifted children; and

WHEREAS, Mr. Robinson became director of the Bureau of Teacher Personnel in 1971, and was later named assistant superintendent of schools; and

WHEREAS, Mr. Robinson was a devoted husband to his wife, Ruth, and a loving father to his daughters, Patricia Woodfolk and Sandra Hardy, to whom he passed on many of the same qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Robinson to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Robinson will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Otho Morgan Robinson for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Otho Morgan Robinson.

TRIBUTE TO LATE MR. WILLIAM J. SCHOENINGER.

WHEREAS, Almighty God in his infinite wisdom has called William J. Schoeninger to his eternal reward at the age of ninety-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Schoeninger honorably and courageously served in the United States Navy during World War I; and

WHEREAS, Throughout his long and distinguished career, Mr. Schoeninger upheld the highest traditions and standards of public service, earning him the respect and admiration of his colleagues; and

WHEREAS, Mr. Schoeninger was elected to the Illinois House of Representatives in 1964 and was elected to one term in the Illinois Senate in 1968; and

WHEREAS, Mr. Schoeninger also served as 43rd Ward Democratic Committeeman; and

WHEREAS, Mr. Schoeninger worked twenty-four years for Arthur Rubloff & Company before retiring as vice president of the company; and

WHEREAS, Mr. Schoeninger's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Schoeninger was a devoted and loving father to his children, Rosemary and Frank, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Schoeninger to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Schoeninger will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate William J. Schoeninger for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William J. Schoeninger.

TRIBUTE TO LATE MR. RANDY SHILTS.

WHEREAS, Almighty God in his infinite wisdom has called Randy Shilts to his eternal reward at the age of forty-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Throughout his long and distinguished career, Mr. Shilts upheld the highest and finest standards of journalism, earning him the respect and admiration of his colleagues; and

WHEREAS, As a reporter for the *San Francisco Chronicle,* Mr. Shilts was the first United States journalist assigned full-time to cover AIDS issues for a major newspaper; and

WHEREAS, Mr. Shilts wrote several best-selling books, including *And the Band Played On: People, Politics and the AIDS Epidemic;* and

WHEREAS, Mr. Shilts' hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Shilts to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Shilts will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this second day of March, 1994, do hereby commemorate Randy Shilts for his rich life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Randy Shilts.

TRIBUTE TO LATE MR. ROBERT R. SNEDIKER.

WHEREAS, Almighty God in his infinite wisdom has called Robert R. Snediker to his eternal reward at the age of sixty-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Snediker honorably and courageously served in the United States Navy during World War II; and

WHEREAS, In 1951, Mr. Snediker joined the Federal Bureau of Investigation as a special agent and was one of the youngest agents ever accepted; and

WHEREAS, Mr. Snediker was chairman of the Point-of-Purchase Advertising Institute from 1971 to 1972; and

WHEREAS, Mr. Snediker was chairman and chief executive officer of Chicago Show Printing Company, a leading manufacturer of point-of-purchase advertising displays and merchandising programs; and

WHEREAS, Mr. Snediker dedicated tremendous time and energy to numerous civic organizations, including Catholic Charities, Saint Francis Hospital, Old Orchard Bank and Sergent-Welch Scientific; and

WHEREAS, In 1984, Mr. Snediker received the papal title of the Equestrian Order of the Holy Sepulchre, one of the oldest ecclesiastical orders in the Catholic Church; and

WHEREAS, Mr. Snediker's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Snediker was a devoted husband to his wife, Marybeth, and a loving father to his children, Robert, James, William, Brian and Kathryn Engler, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Snediker to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Snediker will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Robert R. Snediker for his fruitful life and for his years of dedicated service, and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert R. Snediker.

CONGRATULATIONS EXTENDED TO MR. DAVID M. BARNISH ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, David M. Barnish of Scout Troop 659 at Our Savior's Lutheran Church will be presented with an Eagle Scout Award on March 27, 1994; and

WHEREAS, The Chicago City Council has been informed of this historical and momentous event by Alderman Edward M. Burke; and

WHEREAS, A young man of character and intelligence, David demonstrated strong values and leadership skills; and

WHEREAS, David completed six prior advancements and earned numerous merit badges before becoming eligible for this award; and

WHEREAS, By earning the highest award in scouting, David distinguished himself and his parents; and

WHEREAS, David's accomplishments demonstrate that the future of our great City will be amply cared for by a new generation of leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby extend our heartiest congratulations to David M. Barnish and his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to David M. Barnish.

CONGRATULATIONS EXTENDED TO MR. AND MRS. GERALD GIDWITZ ON THEIR FIFTIETH WEDDING ANNIVERSARY.

WHEREAS, Jane and Gerald Gidwitz will celebrate their golden wedding anniversary on March 11, 1994; and

WHEREAS, The Chicago City Council was informed of this historic and momentous occasion by Alderman Edward M. Burke; and

WHEREAS, Jane and Gerald Gidwitz exchanged their marriage vows on March 11, 1944 in Philadelphia, Pennsylvania; and

WHEREAS, Jane and Gerald Gidwitz are the loving parents of Ronald, James, Nancy, Peter and Thomas, and the proud grandparents of Alexander, Scott, James, Brant, Clare, Lydia, Jay, Lauren and Marjorie; and

WHEREAS, Jane and Gerald Gidwitz have spent the last 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 Chicago City Council, in meeting assembled this second day of March, 1994, do hereby extend our heartiest congratulations to Jane and Gerald Gidwitz 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 presented to Jane and Gerald Gidwitz.

UNITED STATES CONGRESS URGED TO UNDERTAKE IMMEDIATE ACTIONS TO IMPROVE SERVICE AT CHICAGO POST OFFICE.

WHEREAS, The Chicago Post Office consistently ranks as the worst in the United States in customer service surveys; and

WHEREAS, The United States Postal Service recently completed three reports that confirm that the Chicago Post Office service is substandard; and

WHEREAS, Among other things, the reports determined that mail delivery is often woefully late or non-existent, response to customer complaints is poor, the wait to reach post offices by phone is often interminable, and postal carriers leave hundreds of letters undelivered each day; and

WHEREAS, Chicago residents pay the same rates as other Americans for mail delivery and deserve equal, adequate service from the Postal Service; and

WHEREAS, Businesses rely heavily on the Postal Service, thus making mail delivery a key component in Chicago's economy; and

WHEREAS, The abysmal service provided by the Chicago Post Office is an unfair and unnecessary burden on Chicago's residents and businesses; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby memorialize the United States Congress to immediately take action to improve the service at the Chicago Post Office; and

Be It Further Resolved, That suitable copies of this resolution be sent to the chairmen of the appropriate Congressional committees.

MARCH 10, 1994 DECLARED "TIBETAN NATIONAL DAY IN CHICAGO".

WHEREAS, In 1992 and 1993, one hundred Tibetans immigrated to Chicago from India and Nepal and are currently part of the Chicagoland workforce; and

WHEREAS, Hundreds of Chicago-area residents have assisted the Tibetans in finding jobs, housing and have served as volunteer sponsors and English language tutors; and

WHEREAS, On March 10, 1959, the Tibetan people rose up in resistance to the Chinese occupation of Tibet after nine years of mistreatment; and

WHEREAS, Since that day, over one million Tibetans have died of unnatural causes, over six thousand Buddhist monasteries have been destroyed and political prisoners have been tortured and murdered by Chinese authorities; and

WHEREAS, Tibet's environment is being systematically destroyed by Chinese settlers, rendering Tibetans a minority ethnic group in their homeland; and

WHEREAS, His Holiness the Dalai Lama was awarded the 1989 Nobel Peace Prize for his persistent promotion of peace and justice; and

WHEREAS, The United States Congress recognized Tibet as an occupied country through the State Department Authorization Act on October 28, 1991; and

WHEREAS, On June 3, 1993, President Bill Clinton signed an Executive Order granting China most favored nation trading status, stipulating that China must respect the cultural identity and human rights of the Tibetan people; and

WHEREAS, Since President Clinton signed the Executive Order, the number of Tibetan prisoners of conscience has increased by more than seventy percent and human rights conditions have worsened in Tibet; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby declare March 10, 1994 as "Tibetan National Day in Chicago" to honor the Tibetan Resettlement Project in its efforts to help promote human rights for Tibetans and its effort to help the Tibetan people preserve their culture; and

Be It Further Resolved, That suitable copies of this resolution be sent to Illinois General Assembly, Speaker of the House Thomas Foley, United States Senator George Mitchell and to President Bill Clinton.

Presented By

ALDERMAN RUGAI (19th Ward):

TRIBUTE TO LATE DR. JOHN E. MEYER.

WHEREAS, God in his infinite wisdom has called Dr. John E. Meyer to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Virginia A. Rugai; and

WHEREAS, Dr. Meyer was the devoted husband of Marcella; a loving father to his children, Joseph, John, Gregory, Peter, Marcella, Mary Ann, Susan, Barbara and Charlotte; and a loving grandfather to twenty-two grandchildren; and

WHEREAS, Dr. Meyer, a physician since 1951, was the attending physician at Palos Community, Holy Cross and EHS Christ Hospitals, and a faculty member at the Loyola University Stritch School of Medicine and at Rush-Presbyterian-St. Luke's Hospital; and

WHEREAS, Dr. Meyer was the past president of the Meyer Medical Group, formed in 1920 by his father; and

WHEREAS, Dr. Meyer is a veteran of United States Armed Forces of World War II; and

WHEREAS, Dr. Meyer's hard work, commitment and dedication has earned him the respect and admiration of his family, friends and colleagues; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Dr. John E. Meyer for his contributions to the citizens of Chicago and do hereby extend our sincerest condolences to his wife, Marcella and his children; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Dr. John E. Meyer.

TRIBUTE TO LATE MR. GERHARDT "GARY" SAUERMANN.

WHEREAS, God in his almighty wisdom has called Gerhardt "Gary" Sauermann to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Virginia A. Rugai; and

WHEREAS, Gary was a successful architect and draftsman for Wilson & Co. Meat Packers, Jones & Laughlin Steel and a civilian employee at Great Lakes Naval Station until his retirement in 1970; and

WHEREAS, Gary attended Barnard Elementary School and Sutherland Elementary School, where his childhood pursuit of art merited a scholarship to the Art Institute of Chicago; and

WHEREAS, Gary is a graduate of Morgan Park High School and a student of Armour Institute of Technology; and

WHEREAS, Gary was the president, curator and historian for the Ridge Historical Society; and

WHEREAS, The commitment and dedication Gary displayed has earned him the respect and admiration of family, friends and colleagues; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby commemorate Gerhardt "Gary" Sauermann for his contributions to the citizens of Chicago and do hereby extend our sincerest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Gerhardt "Gary" Sauermann.

CONGRATULATIONS EXTENDED TO MR. BILL SAVARINO ON BEING HONORED BY BROTHER RICE HIGH SCHOOL AND CHICAGO POWER PROFESSIONAL SOCCER TEAM FOR HIS OUTSTANDING ATHLETIC ACHIEVEMENTS.

WHEREAS, Bill Savarino will be honored for his tremendous accomplishments as a prep soccer star by Brother Rice High School and the Chicago Power Professional Soccer Team on March 20, 1994 at the Rosemont Horizon; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Bill, a two-time All-American and three-time All-State team member, is the recipient of the Lawless Award as the most valuable player of the Chicago Catholic League; and

WHEREAS, Bill, who holds the Illinois State record for the most career goals scored, has been featured by *Sports Illustrated*, by Gatorade as Illinois "Player of the Year", and as a *Parade Magazine* All-American; and

WHEREAS, Bill has displayed the hard work, dedication and commitment needed to become one of the most outstanding student-athletes in Illinois and an ideal role model to his peers; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby pay tribute to Bill Savarino of Brother Rice High School, for his contributions to the citizens of Chicago and the sport of soccer; and

Be It Further Resolved, That a suitable copy of the resolution be presented to Bill Savarino.

JULY 29 THROUGH JULY 31, 1994 PROCLAIMED "JAMES-BURT FAMILY REUNION DAYS".

WHEREAS, Descendants of the James-Burt families will convene for their tenth biennial family reunion, July 29 -- 31, 1994 in Harvey, Illinois; and

WHEREAS, The theme of Jam-Bur-Re '94, "Holding Out Hope To You" is a statement of our Christian commitment to our family, community and country; and

WHEREAS, At a time when the demise of the African-American family has been the focus of much media attention, it is heartening to know that this family has developed such pride in its heritage; and

WHEREAS, Members of this family will be coming from all over the United States, particularly the states of California, New Jersey, Texas, New York, Maryland, Virginia, both North and South Carolina and Washington, D. C.; and

WHEREAS, The family motto is "To Forget One's Ancestors Is To Be A Brook Without A Source, A Tree Without A Root"; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby proclaim July 29 -- 31, 1994 as "James-Burt Family Reunion Days" and extend a warm welcome to members of the James-Burt families and wish for a successful Jam-Bur-Re '94; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the James-Burt family.

Presented By

ALDERMAN EVANS (21st Ward):

TRIBUTE TO LATE MRS. EDMONIA GREENE.

WHEREAS, Edmonia Greene was born November 29, 1925 to the late Lacey and Lillian Thompson; and

WHEREAS, She was educated in the Greenwood, Mississippi School System and proceeded on to Tougaloo College; and

WHEREAS, Edmonia united in matrimony to the late Jake D. Greene on May 28, 1949, and to this union was born one son, Jake D. Greene, Jr.; and

WHEREAS, Edmonia was a dedicated librarian for the Chicago Public Library System and the Chicago Board of Education; and

WHEREAS, With this background she was instrumental in encouraging children to reach their highest academic levels throughout her life; and

WHEREAS, She was a truly dedicated person and was sincerely devoted to the 97th and Peoria Block Club, the Sadie Waterford Halfway House of Crestwood, Illinois, the Tougaloo College Alumni Club, the 21st Ward Democratic Organization in which she advised neighborhood residents of various area improvement programs that are funded by the City and initiated neighborhood interest for the safety of the areas through the 22nd Police District Beat Representative Program, and she was also a devoted member of the Dr. Polite Humanitarian Club; and

WHEREAS, She leaves to cherish her memories, her loving son Jake; her nephews, cousins, and a host of other relatives and friends; and

WHEREAS, We in the 21st Ward will miss her enormously, and we know she is at peace; now, therefore,

Be It Resolved, That The Honorable Richard M. Daley, Mayor, and members of the Chicago City Council, extend our deepest sympathies to the bereaved family of Edmonia Greene and hereby mourn her passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edmonia Greene.

TRIBUTE TO LATE MRS. HENRIETTE DELORES GREENSTIEN.

WHEREAS, Henriette Delores Greenstien (Hennie) was born in West Germany on September 19, 1954; and

WHEREAS, She was the eldest of two daughters of Sydneye Thomas and John W. Claiborne; and

WHEREAS, Henriette was joined in holy matrimony to Thomas Shera and of this union one daughter was born; and was later married to Arthur Greenstien, and of this union, three sons were born; and

WHEREAS, Henriette was employed with Winfield Marketing, and very much enjoyed her job in the accounting department; and

WHEREAS, Henriette joined Park Manor Christian Church at the age of nine, under the stewardship of Reverend Charles Webb; and

WHEREAS, She attended Gillespie Elementary School and John Marshall Harlan High School; and

WHEREAS, Henriette was a loving and caring mother, who had a kind heart and was endearing to all who knew her. She was the type of person who would be willing to give her last dollar to help you, even though she may have needed it herself; and

WHEREAS, Henriette leaves us to join her father, John W. Claiborne. She is survived by her mother, one daughter and three sons, and a host of other relatives and friends; now, therefore,

Be It Resolved, That The Honorable Richard M. Daley, Mayor, and members of the Chicago City Council extend our deepest sympathies to the bereaved family of Henriette Delores Greenstien and hereby mourn her passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Henriette Delores Greenstien.

TRIBUTE TO LATE MR. SILAS ELLIOTT MILLER, SR.

WHEREAS, Silas Elliott Miller, Sr. was born in Gurdon, Arkansas on January 25, 1933; and

WHEREAS, He departed this life December 20, 1993; and

WHEREAS, Silas was the third son of his proud parents, The Reverend Alexander Miller and Laborah Miller, who preceded him in death; he had two brothers, Herbert A. and the late James Allen; and

WHEREAS, Silas received Christ at an early age. He dedicated his life three years ago; and

WHEREAS, He completed elementary school at Beauregard Parish in Deridder, Louisiana; and

WHEREAS, In 1944 he moved to Marvel, Arkansas with his mother and in 1945 he moved to Chicago to live with his uncle Booker; and

WHEREAS, In Chicago, Silas Elliott Miller, Sr. attended Wendell Phillips High School and later became a postal truck driver; and

WHEREAS, Silas was married twice in this life, and from one union five sons were born, all of Chicago; and

WHEREAS, Silas is now filled with "God's amazing grace, with God's redeeming there is no death". It's only passing through the valley with Jesus to life forever; and

WHEREAS, He leaves to mourn him, his loving wife, Bernice, his brother, his five sons, his four daughters-in-law, eight grandchildren, one stepson and a host of other relatives and friends; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and members of the Chicago City Council, extend our deepest sympathy to the bereaved family of Silas Elliott Miller, Sr. and hereby mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Silas Elliott Miller, Sr..

TRIBUTE TO LATE MR. THEODORE SNEED.

WHEREAS, Theodore Sneed was born July 10, 1919 in Chicago, Illinois, and

WHEREAS, He was one of ten boys born to the union of Jesse and Madeline Sneed; all preceded him in death; and

WHEREAS, Theodore passed into eternity December 24, 1993; and

WHEREAS, He attended Willard Elementary School and graduated from DuSable High School in 1939 where he served as Chief of the Marshall Force; and

WHEREAS, At age 21 he joined the Mount Hebron Lodge of the Fraternal Order of Masons and recently received his fifty-year membership pin; and

WHEREAS, Theodore was also a member of the Royal Arts, Royal Select, Knights of Temple and a Shriner of Arabic Temple 44. In addition, he was a member of Hiram Chapter 91-PES and served on the Ways and Means Club; and

WHEREAS, He joined the Chicago Police Department in 1944 and served until his retirement in 1982. He was a member in good standing to the Guardian Police Association; and

WHEREAS, Theodore was a member of Antioch Baptist Church and was in Sunday School Class 7; and

WHEREAS, Theodore was also a member of the 9400 Indiana Block Club and the West Chesterfield Association; and

WHEREAS, He met Willester Jackson in July, 1945 and they were united in holy matrimony on December 25, 1945. To this union was born one son, Nathaniel Arthur Sneed; and

WHEREAS, He leaves to cherish his memory one daughter, his three sons, his eight grandchildren, five great-grandchildren, one niece and a host of other relatives and friends; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and members of the Chicago City Council, extend our deepest sympathy to the bereaved family of Theodore Sneed and hereby mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Theodore Sneed.

TRIBUTE TO LATE MR. LONNIE WALKER.

WHEREAS, Lonnie Walker was born March 31, 1911, in Wilson, Arkansas; and

WHEREAS, He was one of eighteen children born to the union of Joseph and Lela Walker, all of whom preceded him in death; and

WHEREAS, Lonnie confessed in Christ at an early age and he joined Hopewell Baptist Church on January 17, 1934; and

WHEREAS, He joined in holy matrimony to Pinkie Williams and to this union they were blessed with three sons (one who preceded him in death) and seven daughters; and

WHEREAS, He retired as a long shoreman after many years of faithful service; and

WHEREAS, Lonnie departed this life on December 20, 1993, leaving behind his legacy of love to all mankind; and

WHEREAS, He leaves to cherish his memory his loving wife, Pinkie, his children, one sister-in-law, thirty-four grandchildren, thirty-nine great

grandchildren, five great-great-grandchildren, and a host of other relatives and friends; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and members of the Chicago City Council extend our deepest sympathy to the bereaved family of Lonnie Walker and hereby mourn his passing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lonnie Walker.

Presented By

ALDERMAN LASKI (23rd Ward):

CONGRATULATIONS EXTENDED TO OFFICER HOWARD G. SCHULZ ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT AFTER THIRTY-TWO YEARS OF DEDICATED SERVICE.

WHEREAS, Howard G. Schulz has retired from the Chicago Police Department after over three decades of dedicated service to the people of this great City of Chicago; and

WHEREAS, A native Chicagoan, Howard G. Schulz attended Brentano Elementary School, Lane Technical High School and Chicago Teachers College before joining "Chicago's Finest" in 1961; and

WHEREAS, During his long career as a Chicago Police Officer, Howard G. Schulz was assigned to many details, including walking posts, motorcycle patrols and tactical squads, he worked tirelessly as an investigator in vice, gambling and narcotics, he was assigned to the detective bureau and robbery unit in the 18th District, and more recently, the 9th District, and was assigned to special detail during the Papal visit. He received more than fifty honorable mentions; and

WHEREAS, A devoted family man, Howard G. Schulz now spends quality time with his wife of almost forty years, Patricia, and their children Lynn, Kathleen and Thomas; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, A.D., do hereby extend our gratitude and our congratulations to Howard G. Schulz on

his retirement from an outstanding career in the Chicago Police Department and extend to him and his family 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 Howard G. Schultz.

Presented By

ALDERMAN BIALCZAK (30th Ward):

CONGRATULATIONS EXTENDED TO MR. KENNETH GILL ON HIS FIFTIETH BIRTHDAY.

WHEREAS, Kenneth Gill, outstanding citizen, civic leader and friend, has just celebrated his fiftieth birthday on February 29, 1994; and

WHEREAS, A dedicated and diligent public servant, Kenneth Gill has served as a teacher in the Chicago Public Schools for over twenty-five years. Currently he is at the Portage Park School where he serves as the teacher representative of the local school council; and

WHEREAS, Kenneth Gill serves as president of the Council of Educators in Polonia, first vice-president of the Heritage Club of Polish Americans, and a board member of the Copernicus Foundation. In addition, he is a member of the Chicago Society of the Polish National Alliance and the Advisory Council of the Children and Family Services Department for the State of Illinois; and

WHEREAS, Kenneth Gill is happily married to the lovely Marlene Wilczynski-Gill; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, A.D., do hereby congratulate Kenneth Gill on his fiftieth birthday and extend to this model citizen our very best wishes for continuing success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Kenneth Gill.

CONGRATULATIONS EXTENDED TO MR. JOEL MUELLER ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Joel Mueller of Boy Scout Troop No. 32 of Prairie Trails, Saint Stanislaus Bishop and Martyr Church will be presented with an Eagle Scout Award; and

WHEREAS, A young man of character and intelligence, Joel has demonstrated strong values and leadership skills; and

WHEREAS, Joel completed numerous rank advancements and earned merit badges before becoming eligible for this award; and

WHEREAS, By earning the highest award in scouting, Joel has distinguished himself and his parents; and

WHEREAS, Joel's accomplishment demonstrates that the future of our great City will be amply cared for by a new generation of leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby extend our congratulations to Joel Mueller and his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joel Mueller.

CONGRATULATIONS EXTENDED TO MRS. GERALDINE A. SMENTEK ON HER FIFTY-FIFTH BIRTHDAY.

WHEREAS, Geraldine A. Smentek will be celebrating her fifty-fifth birthday on Friday, April 8, 1994; and

WHEREAS, The Chicago City Council has been informed of this celebration by Alderman Carole Bialczak; and

WHEREAS, Geraldine A. Smentek is the daughter of Mrs. Anne A. Czyscon (Walter -- deceased); and

WHEREAS, Geraldine A. Smentek is married to Leonard W. Smentek; and

WHEREAS, Geraldine A. Smentek is the proud mother of two daughters, Deborah Lynne Smentek and Pamela Sue Smentek; and

WHEREAS, Geraldine A. Smentek is the niece of Mrs. Jean Grzech (Stanley -- deceased), Mr. John Roch (Jennie) and Mr. Thomas Szczech (Josephine -- deceased); and

WHEREAS, Geraldine A. Smentek is the cousin of Joann Schultz (Arthur) and Thomas Szczech, Jr. (Mary); and the second cousin of Tracy Jayko (Jeffrey), Tony Schultz, and Duke Schultz; and

WHEREAS, Geraldine A. Smentek is the vice-president of Human Resources at Liberty Bank for Savings, 2392 North Milwaukee Avenue; and

WHEREAS, Geraldine A. Smentek is member of Saint Stanislaus Bishop and Martyr Parish; and

WHEREAS, Geraldine A. Smentek has been a lifelong resident of the City of Chicago; and

WHEREAS, Geraldine A. Smentek will be celebrating this joyous occasion with her family on Sunday, April 10, 1994 at the Fountain Blue Restaurant in DesPlaines, Illinois; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled in meeting this second day of March, 1994, do hereby congratulate Geraldine A. Smentek on her fifty-fifth birthday and wish her many more years of happy family life and good health; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Geraldine A. Smentek.

OBSERVANCE OF GENERAL CASIMIR PULASKI DAY ON MARCH 7, 1994.

WHEREAS, Citizens of all walks of life and backgrounds are gathering to celebrate Casimir Pulaski Day, March 7, 1994, in honor of the great military leader and tactician who has become a towering symbol to all those in the quest of freedom; and

WHEREAS, The official Polish community and State of Illinois ceremony of this great day will take place Monday, March 7, at 1:00 P.M. at the Polish Museum of America's Great Hall, 984 North Milwaukee Avenue in Chicago, to include a wreath-laying ceremony in the museum at the mural painting by Stanislaw Batowski (1866 -- 1946) which depicts General Casimir Pulaski on horseback in the Battle of Savannah, where he was mortally wounded while fighting for American freedom; and

WHEREAS, All Chicago joins in the general salute to the great Casimir Pulaski; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, do hereby join in the praise of the great General Casimir Pulaski and call public attention to the ceremonies planned in his honor for March 7, 1994, Casimir Pulaski Day observed.

Presented By

ALDERMAN WOJCIK (35th Ward):

CONGRATULATIONS EXTENDED TO MR. ARTHUR FELGENHAUER FOR HIS OUTSTANDING CIVIC AND BUSINESS ACCOMPLISHMENTS.

WHEREAS, Arthur Felgenhauer has been married to his wife, Renata, for thirty-six years; they have three daughters, Monika, Cynthia, Lisa and one granddaughter, Samantha Varga; and

WHEREAS, Arthur Felgenhauer attended Lane High School and studied at Wright Junior College and Northwestern University; and

WHEREAS, Arthur Felgenhauer served for five and one-half years in the United States Army and held the rank of sergeant; and

WHEREAS, Arthur Felgenhauer has owned an accounting business in the 35th Ward for twenty years; and

WHEREAS, Arthur Felgenhauer is the founder and manager of Golden Knights, Jr. Color Guard for nineteen years; and

WHEREAS, Arthur Felgenhauer was the public relations director of the Midwest Color Guard Circuit for three years; and

WHEREAS, Arthur Felgenhauer held the seat of president for the Irving Park Chamber of Commerce for five years, co-founder of the Irving Park Fall Festival, and president of Irving Park Civic Association for eleven years; and

WHEREAS, Arthur Felgenhauer has been the president of the 17th District Steering Committee for ten years and is an active member of the Independent Accountants Association of Illinois and the National Society of Public Accountants; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here on this second day of March, 1994, A.D., do hereby extend our sincere appreciation and congratulations to Arthur Felgenhauer for his outstanding and dedicated service to his community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Arthur Felgenhauer.

Presented By

ALDERMAN O'CONNOR (40th Ward) And
ALDERMAN M. SMITH (48th Ward):

CONGRATULATIONS EXTENDED TO THE FIRESIDE RESTAURANT ON ITS NINETIETH ANNIVERSARY.

WHEREAS, The Fireside Restaurant, 5739 North Ravenswood Avenue on Chicago's great north side, celebrates its ninetieth anniversary, February 16, 1994; and

WHEREAS, Established in 1904, The Fireside Restaurant has prospered with and within its community. Its founder, Peter Eberhart, owned it until 1943, when he sold it to the McLaughlin family. From 1971 to 1983, the owner was Joe Linoinni, and Maggie Harper was the fourth owner until 1989. The present owners, Larry Staggs and Rich Wohn, have revitalized The Fireside with their epicurean expertise and sense of adventure, their commitment to quality and their dedication to community; and

WHEREAS, Long a neighborhood institution, The Fireside Restaurant has become a Chicago institution, providing excellent food and service, enduring as an outstanding north side business; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly, do hereby offer our heartiest congratulations to Larry Staggs and Rich Wohn, proprietors, on the ninetieth anniversary of The Fireside Restaurant, 5739 North Ravenswood Avenue, and call attention to the celebration planned for February 16, 1994; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Larry Staggs and Rich Wohn.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MS. DOROTHY BERGER EPSTEIN.

WHEREAS, Almighty God in his infinite mercy and wisdom called Ms. Dorothy Berger Epstein to her eternal reward on the twentieth day of February, nineteen hundred and ninety-four; and

WHEREAS, Ms. Dorothy Berger Epstein's husband, Albert Berger, started the Albert E. Berger Company in the 1920s; and

WHEREAS, After her husband passed away in 1950, Ms. Dorothy Berger Epstein operated the Chicago-based Berger Realty Group for several years; and

WHEREAS, Ms. Dorothy Berger Epstein was also instrumental in the expansion and renovation of the Albert E. Berger Park, located at 6205 North Sheridan Road in Chicago; and

WHEREAS, Through community contributions, matched by a Berger Foundation grant, the Albert E. Berger Park was enlarged to four acres, and two historic mansions were saved; and

WHEREAS, Through her efforts and those of the Berger Foundation, the historic mansions are utilized as community centers that offer classes and meeting spaces; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled in meeting this second day of March, nineteen hundred and ninety-four, do hereby express our deepest sorrow at the passing of Ms. Dorothy Berger Epstein, and do also extend to her beloved

sons, Miles, Ronald and Bob; her nine grandchildren; two great-grandchildren; and her many friends, our deepest and most sincere condolences on the occasion of their profound loss. Ms. Dorothy Berger Epstein was a fine person who will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ms. Dorothy Berger Epstein.

TRIBUTE TO LATE MR. ALBERT S. LIPMAN.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Albert S. Lipman to his eternal reward on the sixth day of January, nineteen hundred and ninety-four; and

WHEREAS, Mr. Albert S. Lipman attended Lane Technical High School, the University of Illinois, and received a law degree from DePaul University; and

WHEREAS, Mr. Albert S. Lipman worked for the Cook County Assessor's Office and was instrumental in the passage of the "Real Estate Tax Senior Citizens Homestead Exemption"; and

WHEREAS, Mr. Albert S. Lipman was a practicing attorney in Chicago for nearly sixty years; and

WHEREAS, Mr. Albert S. Lipman was a member of the Chicago Bar Association and the Illinois Bar Association; and

WHEREAS, Mr. Albert S. Lipman was also an active member of the Decalogue Society, the B'nai B'rith Sports Lodge, Temple Shalom, and the Loop Synagogue; and

WHEREAS, Mr. Albert S. Lipman served our country in the United States Army during World War II; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this second day of March, nineteen hundred and ninety-four, do hereby express our deepest sorrow at the passing of Mr. Albert S. Lipman, and do also extend to his beloved wife, Frances; his two daughters, Carol and Nancy; and his many friends, our deepest and most sincere condolences on the occasion of their profound loss. Mr. Albert S. Lipman was a fine man who will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Albert S. Lipman.

TRIBUTE TO LATE MR. WILLIAM J. SCHOENINGER.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. William J. Schoeninger to his eternal reward on the second day of February, nineteen hundred and ninety-four; and

WHEREAS, Mr. William J. Schoeninger was first elected to the Illinois General Assembly in 1964 in an at-large election; and

WHEREAS, Mr. William J. Schoeninger was re-elected to the Illinois General Assembly in 1966; and

WHEREAS, In 1968, Mr. William J. Schoeninger was successfully elected to the Illinois Senate where he served for one term; and

WHEREAS, Mr. William J. Schoeninger also became Committeeman of the 43rd Ward in 1968; and

WHEREAS, Mr. William J. Schoeninger worked for Arthur Rubloff & Co. for twenty-four years; and

WHEREAS, Mr. William J. Schoeninger was a former member of the Chicago Real Estate Board, the Greater North Michigan Avenue Association and the Building Managers Association of Chicago; and

WHEREAS, Mr. William J. Schoeninger also served our country in the Navy in World War II; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this second day of March, nineteen hundred and ninety-four, do hereby express our deepest sorrow at the passing of Mr. William J. Schoeninger, and do also extend to his beloved daughter, Rosemary; his son, Frank; and his many friends, our deepest and most sincere condolences on the occasion of their profound loss. Mr. William J. Schoeninger was a fine man who will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. William J. Schoeninger.

CONGRATULATIONS EXTENDED TO SERGEANT JOHN F. RYAN ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT AFTER THIRTY YEARS OF DEDICATED SERVICE.

WHEREAS, Sergeant John F. Ryan has had a distinguished and honorable career in the Chicago Police Department; and thereof;

WHEREAS, Sergeant John F. Ryan began his career with the Chicago Police Department on December 2, 1963; and

WHEREAS, Sergeant John F. Ryan was initially assigned to the 18th Police District; and

WHEREAS, On March 29, 1968, Sergeant John F. Ryan was assigned to Area 6 General Assignment, and was promoted to detective; and

WHEREAS, Sergeant John F. Ryan was promoted to the rank of sergeant on February 24, 1970 and was assigned to the Area 6 Task Force; and

WHEREAS, Sergeant John F. Ryan was then assigned to Area 4 General Assignment on March 1, 1971 and then Area 6 General Assignment on February 3, 1972; and

WHEREAS, Sergeant John F. Ryan was next assigned to the First District in 1973; and

WHEREAS, Sergeant John F. Ryan returned to Area 6 Robbery in April, 1977; and

WHEREAS, In January of 1981, Sergeant John F. Ryan was transferred to Area 5 Violent Crimes, and in March, 1982 he was transferred to Area 5 Property Crimes; and

WHEREAS, In June of 1982, Sergeant John F. Ryan was assigned to the 18th District where he will finish his career; and

WHEREAS, Sergeant John F. Ryan has received commendations from the Chicago Police Department; and

WHEREAS, Sergeant John F. Ryan has also received numerous honorable mentions and complimentary letters from the citizens of the City of Chicago; and

WHEREAS, Most recently, Sergeant John F. Ryan was one of the first Police supervisors on the scene at the Paxton Hotel fire; and

WHEREAS, Sergeant John F. Ryan helped to direct the operations to save the lives of the people trapped by the fire in the Paxton Hotel; and

WHEREAS, On March 17, 1994, Sergeant John F. Ryan will retire from the Chicago Police Department after thirty years of distinguished and dedicated service; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this second day of March, nineteen hundred and ninety-four, do hereby honor and congratulate Sergeant John F. Ryan on the occasion of his retirement from the Chicago Police Department after thirty years of dedicated service, and do also extend our deepest and most sincere gratitude for all that Sergeant John F. Ryan has done to serve and protect 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 family of Sergeant John F. Ryan.

Presented By

ALDERMAN LEVAR (45th Ward):

CONGRATULATIONS EXTENDED TO MS. ANGELA GRABOWSKI ON HER SEVENTY-FIFTH BIRTHDAY.

WHEREAS, Angela Grabowski, outstanding citizen and friend to many, celebrates her seventy-fifth birthday April 15, 1994; and

WHEREAS, Angela Grabowski was born in Chicago's great Bridgeport neighborhood April 15, 1919, and has spent her entire life in our great City. She has watched Chicago grow and prosper and has made many friends over the years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, A.D., do hereby extend our heartiest congratulations to Angela Grabowski on the occasion of her seventy-fifth birthday, and extend to this fine citizen our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Angela Grabowski.

CONGRATULATIONS EXTENDED TO MS. LUCILLE GRABOWSKI ON HER EIGHTIETH BIRTHDAY.

WHEREAS, Lucille Grabowski, outstanding citizen and friend to many, celebrated her eightieth birthday February 19, 1994; and

WHEREAS, Lucille Grabowski was born in Chicago's great Bridgeport neighborhood February 19, 1914, and has spent her entire life in our great City. She has watched Chicago grow and prosper and has made many friends over the years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, A.D., do hereby extend our heartiest congratulations to Lucille Grabowski on the occasion of her eightieth birthday, and extend to this fine citizen our very best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Lucille Grabowski.

CONGRATULATIONS EXTENDED TO MS. KAREN ANN KILLHAM MOORE ON HER FIFTIETH BIRTHDAY.

WHEREAS, Karen Ann Killham Moore was born in the great Bridgeport neighborhood of Chicago February 24, 1944, and thus celebrates her fiftieth birthday; and

WHEREAS, A lifelong Chicagoan, Karen Ann Killham married Tom Moore May 7, 1966; they have two daughters, Colleen Louise Moore Wilkens and Julie Ellen Moore Felipez, and Karen celebrates this great occasion with her loving family and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, A.D., do hereby extend our heartiest congratulations to Karen Ann Killham Moore

on her fiftieth birthday, and wish her many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Karen Ann Killham Moore.

Presented By

ALDERMAN SHILLER (46th Ward):

CONGRATULATIONS EXTENDED TO BUDDHIST TEMPLE OF CHICAGO ON ITS FIFTIETH ANNIVERSARY.

WHEREAS, Fifty years ago, Japanese-Americans making their way to Chicago from the relocation camps of World War II, founded the Buddhist Temple of Chicago; and

WHEREAS, The first shumidan was, in fact, built at Heart Mountain War Relocation Camp, and was pledged to Reverend Gyomay Kubose, for his dedication in sharing Buddha's teachings; and

WHEREAS, Coming to Chicago, Reverend Kubose continued to share his teachings at the Buddhist Temple of Chicago; and

WHEREAS, Facing many hardships, these Japanese-Americans were able to find strength and comfort at the Buddhist Temple of Chicago; and

WHEREAS, Since its humble beginning, the Buddhist Temple of Chicago has become a leader both locally and nationally, providing access to Buddhist teachings while serving the needs of Japanese-Americans as well as Americans of all ancestries; and

WHEREAS, The community of temple members and friends know what it is to survive adversity, to pull together in times of need, and to turn outward to help others and are proud of their accomplishments; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this second day of March, 1994, do hereby congratulate the members of the Buddhist Temple of Chicago for their many years of dedicated service to the community and the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the members of the Buddhist Temple of Chicago.

Presented By

ALDERMAN M. SMITH (48th Ward),
ALDERMAN MAZOLA (1st Ward) And
ALDERMAN MEDRANO (25th Ward):

CONGRATULATIONS AND WELCOME EXTENDED TO HONG KONG CLUB ON ITS INAUGURATION.

WHEREAS, The City of Hong Kong has a long, distinguished history as a world center for international commerce, trade and finance, and as a world center for culture, art, language, poetry and entertainment; and

WHEREAS, The residents of the City of Hong Kong have distinguished themselves in these many, varied fields, and in addition, through their tireless hard work and effort have made Hong Kong the largest container port in the world, the fifth largest stock exchange and financial market in the world, and home to over seven million citizens; and

WHEREAS, Many of these fine individuals have chosen to move to the City of Chicago, and to make our City their home; and

WHEREAS, These new Chicagoans bring with them their very special culture, their wise business sense, and their loving families to contribute to the rich and diverse fabric of life in Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, congratulate the founders of the Hong Kong Club upon its creation, and upon the inauguration of its first directors and officers; and

Be It Further Resolved, That we, the Mayor and members of the City Council, commend the founders on their participation in our civic and cultural life, that we applaud the enhancement of the culture and traditions along with participation in our democratic government; and

Be It Further Resolved, That we extend our best wishes for continued success and prosperity, health and happiness to the Hong Kong Club and all of its members on the evening of its annual dinner banquet, February 21, 1994 and in all the days to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Hong Kong Club.

Presented By

ALDERMAN MOORE (49th Ward):

MARCH 23, 1994 DECLARED "COOPERATIVE HOUSING AWARENESS DAY IN CHICAGO".

WHEREAS, Tenant owned and managed multi-family housing builds neighborhood stability, improves commercial districts and promotes reinvestment in communities; and

WHEREAS, Barriers to home ownership are rising for low- to moderate-income families, especially minority families; and

WHEREAS, The United States Department of Housing and Urban Development reports that forty-three percent of African-Americans and thirty-nine percent of Hispanics own their own homes, as compared to sixty-eight percent of Whites; and

WHEREAS, Out of pocket expenses for renters are almost the same as for owners, but renters' median annual income is almost half that of homeowners; and

WHEREAS, Cooperative housing helps low-income families become homeowners and provides then with the lasting economic benefit of home ownership; and

WHEREAS, A majority of the housing stock in Chicago consists of multi-family apartment buildings, and cooperative housing is a viable strategy for increasing the amount of home ownership for low- and moderate-income families while maintaining existing housing stock; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby declare Wednesday, March 23, 1994, as "Cooperative Housing Awareness Day" in support of the role that cooperative housing plays in neighborhood revitalization and to help educate the citizens of the City of Chicago in the benefits of cooperative housing; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Chicago Mutual Housing Network.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MAZOLA (1st Ward)	South Dearborn Street, at 720 -- at all times -- daily (15 minute limit); South Jefferson Street (west side) from West Jackson Boulevard, to West Quincy Street (handicapped/tow zone);

Alderman	Location And Distance
	West Monroe Street, at 311 -- at all times -- daily (tow zone);
	West Taylor Street, at 1503 -- 8:00 P.M. to 11:59 P.M. -- Monday through Friday and Saturday and Sunday -- at all times (tow zone);
BLOOM (5th Ward)	East 59th Street (north side) from a point 436 feet west of South University Avenue, to a point 131 feet thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
OCASIO (26th Ward)	West Belden Avenue, at 2650 -- at all times -- daily;
	West Division Street, at 2638 -- 7:00 A.M. to 7:00 P.M. -- daily;
WATSON (27th Ward)	West Randolph Street, at 727 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
SUAREZ (31st Ward)	West Wellington Avenue, at 4623 -- 6:00 A.M. to 10:00 P.M. -- daily;
GABINSKI (32nd Ward)	West Webster Avenue, at 1820 -- 1828 -- 6:00 A.M. to 10:00 P.M. -- daily;
O'CONNOR (40th Ward)	North Lincoln Avenue, at 5639 -- 3:00 P.M. to 12:00 Midnight -- Monday through Saturday;
NATARUS (42nd Ward)	North Cityfront Plaza Drive, at 455 -- daily (tow zone/valet services);

Alderman	Location And Distance
	North Clark Street, at 412 -- 6:00 P.M. to 1:00 A.M. -- daily (tow zone/valet services);
HANSEN (44th Ward)	North Halsted Street, at 3335 -- 12:00 Midnight to 2:00 A.M. -- Monday through Friday;
MOORE (49th Ward)	North Sheridan Road, at 7007 -- 6:00 P.M. to 1:00 A.M. -- Sunday and Monday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF SOUTH LAWLER AVENUE.

Alderman Burke for Alderman Laski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "South Lawler Avenue, from West 50th Street to South Archer Avenue -- southerly" and inserting in lieu thereof: "South Lawler Avenue, from West 50th Street to West 52nd Street -- southerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST 63RD PLACE.

Alderman Burke for Alderman Laski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions of specified public ways by striking the words: "West 63rd Place, from South Narragansett Avenue . . . westerly (no record on file) " and inserting in lieu thereof: "West 63rd Place, from the first alley west of South Narragansett Avenue . . . westerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS ON PORTION OF NORTH ORIOLE AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour on the north side of North Oriole Avenue, from West Addison Street to the first alley south thereof (alongside 7559 West Addison Street) during the hours of 6:00 A.M. and 7:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
MAZOLA (1st Ward)	South Canal Street (south side) at 840 (except for handicapped);
	South Clinton Street, at 901 (tow zone);
	North Halsted Street (both sides) between West Washington Boulevard and West Madison Street (tow zone);
TILLMAN (3rd Ward)	South Princeton Avenue, at 4237 (except for handicapped);
	South Wells Street, at 5408 (except for handicapped);
BLOOM (5th Ward)	East 67th Street, at 1739 (except for handicapped);

Alderman	Location And Distance
STEELE (6th Ward)	South Blackstone Avenue, at 8907 (except for handicapped);
	East 84th Place, at 751 (except for handicapped);
BEAVERS (7th Ward)	South Colfax Avenue, at 7819 (except for handicapped);
	South Escanaba Avenue, at 8045 (except for handicapped);
DIXON (8th Ward)	South Euclid Avenue, at 8419 (except for handicapped);
	East 93rd Street, at 1139 (except for handicapped);
SHAW (9th Ward)	South Rhodes Avenue, at 10238 (except for handicapped);
	South State Street, at 10423 (except for handicapped);
BUCHANAN (10th Ward)	South Avenue F, at 10742 (except for handicapped);
	South Avenue H, at 10853 (except for handicapped);
	South Avenue M, at 10321 (except for handicapped);
	South Avenue N, at 10441 (except for handicapped);
HUELS (11th Ward)	South Hermitage Avenue, at 3518 (except for handicapped);

Alderman	Location And Distance
	South Union Avenue, at 3140 (except for handicapped);
	West 32nd Street, at 517 (except for handicapped);
	West 43rd Street, at 1340, for a distance of 5 feet from the driveway and 10 feet from the edge of driveway (tow zone);
MADRZYK (13th Ward)	South Harding Avenue, at 7125 (except for handicapped);
	South Kenneth Avenue, at 5605 (except for handicapped);
BURKE (14th Ward)	South Sawyer Avenue, at 5154 (except for handicapped);
JONES (15th Ward)	South Honore Street, at 7026 (except for handicapped);
	South Hoyne Avenue, at 6336 (except for handicapped);
COLEMAN (16th Ward)	South Green Street, at 5910 (except for handicapped);
	South Hermitage Street, at 5043 (except for handicapped);
	South Honore Street, at 4912 (except for handicapped);
STREETER (17th Ward)	South Paulina Street, at 7611 (except for handicapped);
	South Union Avenue, at 7316 (except for handicapped);

Alderman	Location And Distance
	South Union Avenue, at 7408 (except for handicapped);
MURPHY (18th Ward)	South Fairfield Avenue, at 7947 (except for handicapped);
	South Rockwell Street, at 8435 (except for handicapped);
BURKE for *LASKI* (23rd Ward)	South New England Avenue, at 5847 (except for handicapped);
MILLER for *LASKI* (23rd Ward)	South Latrobe Avenue, at 5206 (except for handicapped);
MEDRANO (25th Ward)	West Cullerton Street, at 1805 (except for handicapped);
	West 21st Street, at 1909 (except for handicapped);
OCASIO (26th Ward)	North California Avenue, at 2738 (except for handicapped);
	North Maplewood Avenue, at 2218 (except for handicapped);
	North Washtenaw Avenue, at 1657 (except for handicapped);
WATSON (27th Ward)	North Monticello Avenue, at 903 (except for handicapped);
E. SMITH (28th Ward)	West Adams Street, at 3449 (except for handicapped);

Alderman	Location And Distance
BURRELL (29th Ward)	West Kamerling Avenue, at 5524 (except for handicapped);
	North Menard Avenue, at 1409 (except for handicapped);
	West Van Buren Street, at 5111 (except for handicapped);
GABINSKI (32nd Ward)	North Damen Avenue, at 2150 (tow zone);
MELL (33rd Ward)	North Albany Avenue, at 3747 (except for handicapped);
	North Spaulding Avenue, at 4538 (except for handicapped);
AUSTIN (34th Ward)	South Eggleston Avenue, at 10948 (except for handicapped);
	South Emerald Avenue, at 10400 (except for handicapped);
	South Union Avenue, at 12439 (except for handicapped);
	West 129th Place, at 710 (except for handicapped);
BANKS (36th Ward)	North Oriole Avenue, at 3212 (except for handicapped);
ALLEN (38th Ward)	West Henderson Street, at 4832 (except for handicapped);
	West Waveland Avenue, at 6004 (except for handicapped);
	West Waveland Avenue, at 6212 (except for handicapped);

Alderman	Location And Distance
LAURINO (39th Ward)	North Drake Avenue, at 4655 (except for handicapped);
O'CONNOR (40th Ward)	West Berwyn Avenue (both sides) from North Lincoln Avenue to the first alley east thereof;
HANSEN (44th Ward)	West Cornelia Avenue, at 667 (except for handicapped);
LEVAR (45th Ward)	West Carmen Avenue, at 5046 (except for handicapped);
	North Magnet Avenue, at 5331 (except for handicapped);
SCHULTER (47th Ward)	North Oakley Avenue, at 4134 (except for handicapped);
M. SMITH (48th Ward)	West Norwood Street, at 1540 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 8147 SOUTH BENNETT AVENUE.

Alderman Dixon (8th 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 Bennett Avenue, at 8147 (Handicapped Permit 7455)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 6807 SOUTH CLYDE AVENUE.

Alderman Bloom (5th 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 Clyde Avenue, at 6807 (Handicapped Permit 6049)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 7009 SOUTH CORNELL AVENUE.

Alderman Bloom (5th 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 Cornell Avenue, at 7009 (Handicapped Permit 5866)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5003 WEST CULLOM AVENUE.

Alderman Levar (45th 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 Cullom Avenue, at 5003 (Handicapped Permit 3640)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3027 WEST JEROME STREET.

Alderman Stone (50th 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 Jerome Street, at 3027 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1634 NORTH LOTUS AVENUE.

Alderman Giles (37th 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 Lotus Avenue, at 1634 (Handicapped Permit 4292)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 824 NORTH MAPLEWOOD AVENUE.

Alderman Ocasio (26th 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 Maplewood Avenue, at 824 (Handicapped Permit 3728)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3147 SOUTH MAY STREET.

Alderman Huels (11th 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 May Street, at 3147 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1810 SOUTH RACINE AVENUE.

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: "South Racine Avenue, at 1810 (Handicapped Permit 7616)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3702 SOUTH WOOD STREET.

Alderman Huels (11th 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 Wood Street, at 3702 (handicapped permit)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 8047 SOUTH SAGINAW AVENUE.

Alderman Dixon (8th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 1721 East 83rd Place to a new location at 8047 South Saginaw Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING AT ALL TIMES TO 7019 SOUTH WINCHESTER AVENUE.

Alderman Jones (15th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 5337 South Justine Street to a new location at 7019 South Winchester Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
MAZOLA (1st Ward)	West Taylor Street, at 2338 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday (tow zone);
BURKE for *LASKI* (23rd Ward)	South Keeler Avenue (east side) from West 52nd Street to West 53rd Street -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	West 52nd Street (both sides) from South Keeler Avenue to South Tripp Avenue -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT 8223 SOUTH HOMAN AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of specified public ways by striking the words: "South Homan Avenue, at 8223 (Handicapped Permit 4692)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
DIXON (8th Ward)	East 89th Street (west side) from South Jeffery Boulevard to the first alley thereof;
MADRZYK (13th Ward)	South Kolmar Avenue (both sides) from 5700 to 5800 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;

Alderman	Location, Distance And Time
	South Kolmar Avenue (both sides) from West 60th Street to West 61st Street -- at all times; West 57th Street (south side) from South Kolmar Avenue to the first alley east and west thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; West 58th Street (north side) from South Kolmar Avenue to the first alley east and west thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; West 60th Street (south side) from South Kolmar Avenue to the first alley east and west thereof -- at all times; West 61st Street (north side) from South Kolmar Avenue to the first alley east and west thereof -- at all times;
OCASIO (26th Ward)	In the 2200 and 2300 blocks of North Maplewood Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST HIGGINS AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on specified public ways by striking the words: "West Higgins Avenue, in the 7300 block -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday" and inserting in lieu thereof: "West Higgins Avenue, at 7327 -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTIONS OF EAST AND WEST NORTH BOULEVARD.

Alderman Natarus (42nd Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on November 5, 1993 (Council Journal of Proceedings, pages 40337 -- 40345) which established residential permit parking zones on portions of specified public ways by striking the words: "East and West North Boulevard (both sides) from North Clark Street to North Lake Shore Drive -- 6:00 P.M. to 6:00 A.M. -- daily (except for existing traffic regulations) Zone 74" and inserting in lieu thereof: "East and West North Boulevard (both sides) from North Dearborn Parkway to North Lake Shore Drive -- 6:00 P.M. to 6:00 A.M. (except for existing traffic regulations) Zone 74, shall be in effect for a period of one year, from November 5, 1993", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 383 ON PORTION OF NORTH HALSTED STREET.

Alderman Hansen (44th Ward) presented a proposed order for the extension of Residential Permit Parking Zone 383 to include North Halsted Street, from 3024 to 3038, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES ON PORTION OF WEST GOETHE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish tow-away zones at all times on the south side of West Goethe Street, from North Wells Street to North Sedgwick Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Transportation to give consideration for the installation of automatic traffic control signals at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
STEELE (6th Ward)	West 71st Street and South Vincennes Avenue;
NATARUS (42nd Ward)	West Division Street and North Sedgwick Street.

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
BLOOM (5th Ward)	East 59th Street (south side) from a point 20 feet east of South Ellis Avenue, to a point 80 feet east thereof -- "Reserved Parking -- Handicapped Only -- Tow Zone";
STEELE (6th Ward)	East 72nd Place, at South Blackstone Avenue -- "Stop";

Alderman	Location And Type Of Sign
SHAW (9th Ward)	East 131st Street and South Corliss Avenue -- "Stop"; East 131st Street and South Ellis Avenue -- "Four-Way Stop";
BUCHANAN (10th Ward)	East 116th Street, at South Avenue L -- "Stop";
FARY (12th Ward)	West 45th Street and South California Avenue -- "All-Way Stop";
RUGAI (19th Ward)	South Damen Avenue, at 9852 -- "Handicapped Parking Only";
MEDRANO (25th Ward)	West Cullerton Street, at South Morgan Street -- "Two-Way Stop"; South Morgan Street and West 19th Street -- "Two-Way Stop"; South Paulina Street and West 17th Street -- "Two-Way Stop";
E. SMITH (28th Ward)	South Kostner Avenue, at West Lexington Street -- "Stop";
BIALCZAK (30th Ward)	West Schubert Avenue, at North Lockwood Avenue -- "Stop";
SUAREZ (31st Ward)	West Shakespeare Avenue, at North Lamon Avenue -- "Stop";
AUSTIN (34th Ward)	South Morgan Street and West 111th Street -- "Four-Way Stop";

Alderman	Location And Type Of Sign
ALLEN (38th Ward)	North Narragansett Avenue, at West Belle Plaine Avenue -- "Stop";
O'CONNOR (40th Ward)	North Glenwood Avenue, at West Hood Avenue -- "Stop";
	West Farragut Avenue, at North Francisco Avenue -- "Stop";
SCHULTER (47th Ward)	North Hamilton Avenue, at West Leland Avenue -- "Stop";
	West Sunnyside Avenue, at North Hermitage Avenue -- "Stop";

Referred -- REPEAL OF ORDINANCE WHICH AUTHORIZED INSTALLATION OF "NO PARKING ANYTIME" SIGNS ON PORTION OF WEST GOETHE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on December 28, 1983 (Council Journal of Proceedings, page 4438) which authorized the installation of "No Parking Anytime" signs on the north side of West Goethe Street, between North Wells Street and North Sedgwick Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH AUTHORIZED INSTALLATION OF "TOW ZONE" SIGNS ON PORTION OF NORTH ORLEANS STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to repeal a previously passed ordinance which authorized the installation of "Tow Zone" signs on the west side of North Orleans Street, between West Oak Street and

West Locust Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMITATION AT INTERSECTION OF WEST 83RD STREET AND SOUTH LAFAYETTE AVENUE.

Alderman Evans (21st Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles at the southwest corner of West 83rd Street and South Lafayette Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented three proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning,* as follows:

BY ALDERMAN MEDRANO (25th Ward):

To classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map No. 4-I bounded by:

West 13th Street; South Rockwell Street; the alley next northerly of and parallel to West Ogden Avenue; and the alley next west of and parallel to South Rockwell Street.

To classify as an R4 General Residence District instead of an M2-3 General Manufacturing District the area shown on Map No. 6-I bounded by:

West 23rd Street; a line 360 feet west of and parallel to South Western Avenue; a line 90 feet south of West 23rd Street; South Western Avenue; a line 444.70 feet south of West 23rd Street; a line from a point 444.70 feet south of West 23rd Street and 461.84 feet west of South Western Avenue, to a point 400 feet south of West 23rd Street and 489.3 feet west of South Western Avenue; and a line 489.3 feet west of South Western Avenue (the easterly right-of-way of the Chicago Burlington and Quincy Railroad).

BY ALDERMAN BURRELL (29th Ward):

To classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 7-M bounded by:

the public alley next north of and parallel to West Fullerton Avenue; North Marmora Avenue; West Fullerton Avenue; and a line 50 feet west of and parallel to North Marmora Avenue.

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3. *CLAIMS.*

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented two hundred fifty-four 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)	1115 South Plymouth Court Condominium Association;
	1169 South Plymouth Court Condo Association;
PRECKWINKLE (4th Ward)	Four Corners I Condominium Association;

Alderman	Claimant
	Hearthstone Place Condominiums;
	Hyde Park Manor Condominium Association;
	Ingleside Place Condominium;
	Kimbark Crossing Condominium Association;
	Madison Park Condominium Association;
	Park Woodlawn Condominium Association;
	Pruitt Condominium Association;
	United Cooperative Projects, Incorporated;
	University Park Condominium Association;
	1325 -- 1335 East 52nd Street Condominiums;
BLOOM (5th Ward)	Cambridge Condominium Association;
	Columbian Condominium Association;
	Cranston Condominium Association;
	The Inns Of Court On Blackstone;
	Jackson Court Apartments;
	Kimbark University Condominium Association;
	The Park Condominiums;

Alderman	Claimant
	Paxton Place Condominium Association;
	Tower Homes Realty Trust;
	1400 East 56th Condominium Association;
	5340 Hyde Park Boulevard Condominium Association;
	University Realty Trust And Chicago Title;
	5328 -- 5330 South Hyde Park Condominium;
	5421 South Cornell Avenue Condominium Apartments;
	5431 -- 5433 South Hyde Park Condominium Association;
	5477 -- 5479 South Hyde Park Boulevard Condominiums;
	5518 -- 5522 Everett Condominium Association;
	5534 -- 5536 South Dorchester Condominiums;
	5750 Kenwood Building Corporation;
	6830 -- 6832 South Paxton Condominium;
	6922 South Jeffery Condominium Association;
	7363 South Shore Drive Condominium Association;

Alderman	Claimant
STEELE (6th Ward)	Lafayette Plaza Housing Cooperative;
DIXON (8th Ward)	Chatham Towers Condominium (3);
	London Towne Houses Cooperative, Incorporated;
MADRZYK (13th Ward)	Mr. Tom Bonanno;
	Doyles Condominium Association;
	Kenton Building Corporation;
	Midway Condo Association;
	Midway Estates Condominium;
MURPHY (18th Ward)	4036 West 87th Street Condominium Association;
	4056 West 87th Street Condo Association;
TROUTMAN (20th Ward)	Obadiah LaFlora;
PRECKWINKLE for *TROUTMAN* (20th Ward)	Kimbark Avenue Building Corporation (2);
LASKI (23rd Ward)	Aherlow Condo Association;
	Clear Ridge Condo II Association;
	South LaPorte Condo Association;

Alderman	Claimant
	6646 West 64th Place Corporation;
	6710 Corporation;
BURKE for *LASKI* (23rd Ward)	Mr. John F. Dzielak;
	Silvio V. Fontana;
BURRELL (29th Ward)	Felicia Fisher;
BIALCZAK (30th Ward)	Breton Court Biplex Owners Association;
	Kedvale Terrace Condominium;
GABINSKI (32nd Ward)	3312 North Oakley Condominium Association;
MELL (33rd Ward)	Belle Plaine Lofts Condominium;
BANKS (36th Ward)	Addison Manor Condominium Association;
	Addison Point Condo Association;
	Belmont Terrace Condo Association;
	Irving Park Terrace Condominium Association;
	Nottingham Manor Condo Association;
	Palmer Courts;

Alderman	Claimant
ALLEN (38th Ward)	Addison Commons Condominium Association;
	Merrimac Square Condo Association III;
	Roscoe Woods Condominium;
	The Warwick Condominium;
LAURINO (39th Ward)	Mr. Paul C. Dussmann;
	Hollywood Park Condominium Association;
O'CONNOR (40th Ward)	6219 -- 6223 North Clark Condo Association;
DOHERTY (41st Ward)	Banbury Hill Condominium Association;
	Birch Tree Condo Association IV;
	Catalpa Courts Condo Association;
	Chevalier Condo Association;
	Edgewood Manor Condominium No. 1;
	Edison Park Condominium Association;
	Edison Parker No. 2 Condominium Association;
	Edison Villa Condominium;
	Forest Towers Condominium No. 1;
	Forest Towers II Condo Association;
	Fountainview Condominium;

Alderman	Claimant
	Glenmont Court Condominium Association;
	Higgins Manor Condo Association;
	Innisbrook Condominium No. 1;
	Innisbrook No. 4 Condominium Association;
	Kings Ridge Condo;
	L'Avenir Condominium Association;
	Lexington House Condominium;
	Mansard House Condominium;
	Northwest Point Condominium Association North;
	Northwest Point Condominium Association South;
	Northwest Terrace Building No. 3;
	Norwood Village Condominium Association;
	Parkview East Condominium Association;
	Parkway Circle Condominium;
	Point East Condominium;
	Pueblo Commons Condo Association;
	Shenandoah Condominium Association, Incorporated;
	Mr. Paul Stimac;
	5155 -- 5159 North West River Road Condominium Association;

Alderman	Claimant
	5242 North East River Road Condo Association;
	5950 North Odell Condo Association;
	6005 -- 6009 North Neola Condominium Association;
	6259 -- 6261 North Northwest Highway Condominium Association;
	6490 Regency Condominium Association;
	6831 Northwest Highway Condo Association;
	6853 -- 6855 Olmsted Condo Association;
	8734 West Summerdale Condo Association;
NATARUS (42nd Ward)	Ambassador House Condominiums;
	Beekman Place Homeowners Association;
	Mr. Alexander Borione;
	Burton Place Condominium Association;
	Carl Sandburg Village Condominium Association No. 1;
	Carl Sandburg Village Condominium Association No. 2;
	Carlyle Apartments Homeowners Association;

Alderman	Claimant
	Cedar Street Corporation;
	Drake Tower Apartments, Incorporated;
	Gold Coast Condominium;
	One East Schiller Condo Association;
	One Magnificent Mile Condominium Association;
	Two East Oak Condominium Association;
	20 East Cedar Condominium Association;
	30 East Elm Condo Association;
	40 -- 50 West Schiller Corporation;
	100 East Walton Condominium Association;
	163 West Burton Management Company;
	180 East Pearson Street Homeowner's Association;
	200 East Delaware Condominium Association;
	210 East Pearson Condominium Association;
	223 East Delaware Corporation;
	227 East Walton Condo Association;
	233 East Walton Building Corporation;
	850 North Dewitt Condominium Association;

Alderman	Claimant
	999 Lake Shore Drive Corporation;
	1000 Condominium Association;
	1100 North Lake Shore Drive Condominium Association;
	1120 Lake Shore Drive Building Corporation;
	1150 North Lake Shore Drive Condominium Association;
	1212 Lake Shore Drive Condominium;
	1240 North Lake Shore Drive Condominium Association;
	1260 Astor Street Building Corporation;
	1330 North LaSalle Street Condominium;
	1340 North Dearborn Condo Association;
	1366 Dearborn Parkway Condominium;
	1410 North State Parkway Condo Association;
	1415 North Dearborn Condo Association;
	1450 Dearborn Condominium Association;
	1516 North State Parkway Condo Association;

Alderman	Claimant
	1530 North Dearborn Condominium Association;
BERNARDINI (43rd Ward)	Astor Villa Condominium Association;
	Breton Place Condominium Association;
	Camden Passage Condominium Association;
	The Conservatory Condominium Association;
	Dickens --Hudson Condo Association;
	Factory Condominium;
	Headley School Condominium Association;
	Lake Shore Condominium Association;
	Surrey Court Condominium Association;
	1418 North Lake Shore Drive Condominium Association;
	1448 North Lake Shore Drive Building Corporation;
	1500 Lake Shore Drive Building Corporation;
	1651 North Dayton Homeowner's Association;
	1750 North Wells Street Condominium Association;

Alderman	Claimant
HANSEN (44th Ward)	Belmont Harbor 1 Condominium;
	The Brewster Condominium;
	Byron Greystone Condominium Association;
	Commodore/Green Brier Landmark Condominium;
	Commonwealth Plaza Condominium Association;
	Gaslight Village Condominium Association;
	Harbor West Condominium Association;
	King's Court Condominium Association;
	Magnolia - Grace Condominium Association;
	Oakdale Court Condominium Association;
	Pembroke on Cambridge Condominium Association;
	Sheffield Manor Condominium Association;
	320 West Oakdale Condominium Association;
	425 Wellington Condominium Association;
	434 West Briar Place Condominium Association;

Alderman	Claimant
	440 Aldine Condominium Association;
	500 Barry Condominium Association;
	505 Melrose Condominium Association;
	539 Stratford Place Condominium Association;
	554 -- 556 Roscoe Condominium Association;
	625 -- 633 West Barry Condominium Association;
	651 -- 653 West Buckingham Condominium Association;
	656 Buckingham Condominium Association;
	823 West Oakdale Condominium Association;
	2900 North Burling Condominium Association;
	3020 North Sheridan Road Condominium Association;
	3150 North Sheridan Road Condo Association;
	3180 Condominium Association (2);
LEVAR (45th Ward)	Foster Terrace Condominium Association;

Alderman	Claimant
	Mr. Don Harter;
	Kings Corner Condominium Association;
	Winderlane Condo Association; (4530 -- 4550 North Linder Avenue)
	Winderlane Condo Association; (5510 -- 5518 West Windsor Avenue)
	5235 West Leland Condo Association;
SHILLER (46th Ward)	Buena Vista Condominium Association;
	Gill Park Cooperative;
	Grace Condominium Association;
	Imperial Towers Condominium Association;
	Lakeside Manor Condominium Association;
	Montrose Manor Condominium Association;
	655 North Bittersweet Condo Association;
	702 -- 718 Gordon Terrace Condominium Association;
	707 West Junior Terrace Condominium Association;
	3600 Condominium Association;

Alderman	Claimant
	3800 North Lake Shore Drive Condominium Association;
	3900 Lake Shore Drive Condominium;
SCHULTER (47th Ward)	Saxony Court Condominium Association;
	Yester Year Condominium Association;
M. SMITH (48th Ward)	Catalpa-Winthrop Building Corporation;
	East Point Condominium Association;
	El Lago Condominium Association;
	Granville Tower Condominium Association;
	Malibu Condominium;
	Princeton House Condominium Association
	Renaissance Condominium Association;
	Sheridan Shores Condominium;
	The Statesman Condominium Association;
	5858 Shore Manor Condominium;
MOORE (49th Ward)	Birchwood Condo Association;
	Cape Hayes Condominium Association;

Alderman	Claimant
	Chase-Ashland Condominium Association;
	Chaseland Condominium Association;
	Columbia Estates Condominium Association;
	Copper Beeches Condominium Association;
	Farwell Beach Condominium Association;
	Glenwood North Condo Association;
	Greenleaf Condominium Association;
	Lunt Court Condominium Association;
	North Shore Beach Condominium Association;
	Pratt Lake Condominium Association;
	Sherwin On The Lake Condominium Association;
	Tippany Square Condominium Association Incorporated;
	1217 -- 1219 West North Shore Condominium Association;
	1236 -- 1240 West Farwell Condominium Association;
	1340 Touhy Condominium Association;

Alderman	Claimant
	1629 -- 1631 Fargo Condominium Association;
	7400 Sheridan Condominium Association;
STONE (50th Ward)	Bell And Arthur Condominium Association;
	Bellmore Condominiums North;
	Indian Boundary Court Condominium Association
	Mozart Terrace Condominium Association;
	Pratt-Artesian Condominium Association;
	Winston Towers No. 1 Condo Association;
	7520 Ridge Building Corporation (2).

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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):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Amoco Properties Incorporated -- to construct, install, maintain and use a handicap ramp on Columbus Drive adjacent to 200 East Randolph Street;

CC Industries, Inc. as beneficiary of LaSalle National Bank Under Trust Numbers 23324 and 20770 -- to maintain and use two pedestrian bridges and one pedestrian tunnel adjacent to 300 West Washington Street; and

The Chicago Club -- to maintain and use subsurface space (vaults) along East Van Buren Street and South Michigan Avenue adjacent to 81 East Van Buren Street and 400 South Michigan Avenue.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Also, seven proposed ordinances to grant permission and authority to the applicants listed to maintain and use 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:

Mars and Mars, Inc., doing business as Alock's "We Rock" -- adjacent to 411 South Wells Street;

K & E Enterprise, Inc., doing business as Croissant & Company -- adjacent to 203 North Wabash Avenue;

Govnor's Pub Inc., doing business as Govnor's Pub -- adjacent to 207 North State Street;

Krystyna Investment, Inc., doing business as Krystyna's Cafe -- adjacent to 8 East Jackson Boulevard;

Falcoma Corporation, doing business as Mama Falco's Pizza and Italian Cuisine -- adjacent to 5 North Wells Street;

Mama Mia! Pasta Michigan Avenue Partnership, doing business as Mama Mia! Pasta -- adjacent to 116 South Michigan Avenue; and

Kwon and Che Corporation, doing business as Silk Road-Downtown -- adjacent to 218 South State Street.

Referred -- APPROVAL OF PLAT OF FEDERAL SQUARE UNIT 3 RESUBDIVISION ON PORTIONS OF SOUTH CLARK STREET, SOUTH FEDERAL STREET AND WEST ROOSEVELT ROAD.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Federal Square Unit 3 Resubdivision on portions of South Clark Street, South Federal Street and West Roosevelt Road, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- REMOVAL OF PAY TELEPHONE AT 2228 SOUTH WENTWORTH AVENUE.

Also, a proposed ordinance requiring Ameritech Telephone Company to remove a pay telephone from the public way located at 2228 South Wentworth Avenue pursuant to the provisions of Title 10, Chapter 28, Section 265(f) of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT 200 NORTH MICHIGAN AVENUE AND 50 EAST RANDOLPH STREET.

Also, a proposed order directing the Commissioner of Transportation to

grant permission to That's Our Bag to conduct a sidewalk sale at 200 North Michigan Avenue and 50 East Randolph Street, for the periods extending May 26th through May 29th, July 7th through July 10th, and August 18th through August 20th, 1994, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, seven proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies attached or to be attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Amalgamated Bank of Chicago -- for four canopies at 1 West Monroe Street;

Essex Inn -- for one canopy at 800 South Michigan Avenue;

The Florsheim Shoe Company -- for one canopy at 130 South Canal Street;

Govnor's Pub, Inc. -- for one canopy at 207 North State Street;

Wabash-Randolph, Inc., doing business as Jacobs Bros. Bagels -- for four canopies at 58 East Randolph Street;

LaSalle National Bank, under Trust Number 10-003445-08 for one canopy at 1052 West Fulton Street; and

Loop Electronics and Jewelry, Inc. -- for one canopy at 165 North State Street.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF TAXICAB STANDS AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Committee on Transportation and Public Way to give consideration to the establishment of four taxicab stands at

the locations specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

The Board of Trade -- 141 West Jackson Boulevard;

The Chicago Mercantile Exchange -- 30 South Wacker Drive;

The Northwestern Train Station -- 500 West Madison Street; and

The Sears Tower -- 233 South Wacker Drive.

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- PERMISSION FOR TRAFFIC CLOSURE ON PORTION OF EAST 68TH STREET.

A proposed ordinance authorizing the Commissioner of Transportation to close to traffic East 68th Street, at the western right-of-way line of South Jeffery Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT APPLICATION FEES FOR PARTICIPANTS IN VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive the Itinerant Merchant Application fees for the participants in the events noted, to take place during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs,* as follows:

Community Art Fair -- to be held on June 4 and 5, 1994; and

57th Street Art Fair -- to be held on June 4 and 5, 1994.

Presented By

**ALDERMAN BLOOM (5th Ward),
ALDERMAN BEAVERS (7th Ward) And
ALDERMAN EVANS (21st Ward):**

Referred -- COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS URGED TO REVIEW CITY'S SNOW REMOVAL PLAN AND ITS IMPLEMENTATION ON RESIDENTIAL STREETS.

A proposed resolution requesting the Commissioner of the Department of Streets and Sanitation and any deputies involved in the snow removal program to appear before the Committee on the Budget and Government Operations to answer questions relating to the planning and implementation of the City's snow removal program on residential streets and to discuss ways of handling future heavy snow falls in a more expedient fashion, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

**ALDERMAN BLOOM (5th Ward)
And OTHERS:**

EXPRESSION OF CONDOLENCES TO FAMILIES OF VICTIMS OF VIOLENCE IN HEBRON.

A proposed resolution, presented by Aldermen Bloom, Preckwinkle, Steele, Evans, E. Smith, Mell, Natarus, Bernardini, Shiller, M. Smith and Moore, reading as follows:

WHEREAS, On February 25, 1994, thirty-nine unsuspecting worshippers were killed while praying in the Muslin prayer retreat at the Tomb of the Patriarchs in Hebron; and

WHEREAS, Subsequent to this senseless act dozens of others were killed or wounded in violence stemming from this incident; and

WHEREAS, The violence in Hebron has caused immeasurable grief to the families and friends of the victims; and

WHEREAS, The events at the Tomb of the Patriarchs sickened all who hold human life dear and who believe that people of differing cultures and backgrounds must learn to live together in peace; and

WHEREAS, Every effort must be made to keep the fragile Israeli-Arab peace process alive to avoid future acts of bloodshed and terror; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we condemn those who perpetrated or assisted in the massacre of worshippers at the Tomb of the Patriarchs on February 25, 1994, and do hereby express our sorrow and condolences to the families and friends of all those killed or injured as a consequence of that act; and

Be It Further Resolved, That the Mayor and the City Council do hereby urge all the parties who are in a position to bring peace to the Middle East to use this unfortunate incident as an incentive to redouble their efforts toward the establishment of a lasting framework for peaceful co-existence in this most holy place on the face of the Earth.

Alderman Bloom 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 Bloom, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Coleman, Streeter, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, Moore, Stone -- 42.

Nays -- None.

Referred -- COMMISSIONER OF STREETS AND SANITATION REQUESTED TO APPEAR BEFORE COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS TO REVIEW NEW REFUSE COLLECTION SCHEDULE.

Also, a proposed resolution, presented by Aldermen Bloom, Streeter, Evans,

E. Smith, Shiller and Moore, requesting the Commissioner of Streets and Sanitation to appear before the Committee on the Budget and Government Operations to answer questions regarding new ward refuse collection schedules and to provide each alderman with a list of the numbers of laborers, clerks, coordinators and trucks which will be available to each ward when the new system is implemented, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- AMENDMENT OF TITLE 7, CHAPTER 24 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 095 ENTITLED "POSSESSION OF CANNABIS".

A proposed ordinance to amend Title 7, Chapter 24 of the Municipal Code of Chicago by adding thereto a new Section 095 entitled "Possession of Cannabis" which would prohibit the possession of 2.5 grams or more of any substance containing cannabis as defined herein and establish fines for violations of the provisions thereof, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN BEAVERS (7th Ward)
And OTHERS:

Referred -- DIRECTOR OF REVENUE AUTHORIZED TO NONSUIT RESIDENTIAL PARKING VIOLATIONS ISSUED FEBRUARY 26, 1994.

A proposed ordinance presented by Aldermen Beavers, Haithcock, Preckwinkle, Steele, Shaw, Jones and Streeter, authorizing the Director of Revenue to nonsuit all residential parking violations issued on February 26, 1994 as a result of the snowfall on February 25, 1994, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- DIRECTOR OF REVENUE AUTHORIZED TO PRECLUDE ACCEPTANCE OF POST-DATED CHECKS.

A proposed ordinance authorizing the Director of Revenue to preclude the acceptance of any post-dated checks, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

BUILDING AT 9000 SOUTH BUFFALO AVENUE DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 9000 South Buffalo Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 9000 South Buffalo Avenue is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Buchanan 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 Buchanan, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN FARY (12th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 2842 WEST CERMAK ROAD.

A proposed order authorizing the Director of Revenue to issue a permit to El Camino Health Food to construct, maintain and use one canopy to be attached or attached to the building or structure at 2842 West Cermak Road, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO ADOPT EMISSION TESTING REQUIREMENT FOR DIESEL VEHICLES.

Also, a proposed resolution urging the Illinois General Assembly to adopt legislation which would require the annual emission testing of all vehicles

licensed in the state and operating on diesel fuel, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF TITLE 9, CHAPTER 64, SECTION 070 OF MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE PARKING ON SNOW ROUTES ON RESIDENTIAL STREETS IN THIRTEENTH WARD.

A proposed ordinance to amend Title 9, Chapter 64, Section 070 of the Municipal Code of Chicago by adding a new paragraph (6) which would provide that parking on side streets within the 13th Ward be restricted to alternate sides, based upon days of the week, to facilitate the plowing of residential streets when two or more inches of snow have fallen, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS AT 6425 SOUTH CENTRAL AVENUE.

Also, a proposed order directing the Commissioner of Transportation to remove the parking meters installed on the north side of West 64th Place and the east side of South Central Avenue, adjacent to 6425 South Central Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

**ALDERMAN MADRZYK (13th Ward)
ALDERMAN BEAVERS (7th Ward) And
ALDERMAN BURRELL (29th Ward):**

Referred -- REPEAL OF ORDINANCE WHICH AUTHORIZED HONORARY STREET DESIGNATIONS AND AMENDMENT OF TITLE 10, CHAPTER 4 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW ARTICLE V TO REGULATE HONORARY STREET NAMES.

A proposed ordinance to repeal an ordinance passed by the City Council on December 3, 1984 (Council Journal of Proceedings, page 11460) concerning honorary street designations and amend Title 10, Chapter 4 of the Municipal Code of Chicago by adding a new Article V entitled "Honorary Street Names", which would regulate the designations, renewals, fees and extensions of all honorary street names, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 13, CHAPTER 168, SECTION 1760 OF MUNICIPAL CODE OF CHICAGO TO INCREASE NUMBER OF WOMEN'S RESTROOMS IN CERTAIN PUBLIC FACILITIES.

A proposed ordinance to amend Title 13, Chapter 168, Section 1760 of the Municipal Code of Chicago by adding new paragraphs to subsection (b), which would require a ratio of not less than 2 to 1 women's to men's restrooms in all sports and entertainment arenas, stadiums, community and convention halls, specialty event centers and amusement facilities, which was *Referred to the Committee on Buildings.*

Referred -- CITY COMPTROLLER/OFFICE OF BUDGET AND MANAGEMENT DIRECTED TO DETERMINE ACTUAL COSTS OF CITY'S RESPONSE TO PEOPLES GAS PIPELINE EXPLOSION OF JANUARY 17, 1992.

Also a proposed order directing the City Comptroller and/or the Office of Budget and Management to determine the actual costs associated with the City's response to the Peoples Gas explosion of January 17, 1992 and authorizing the Corporation Counsel to initiate legal proceedings to recover said costs, which was *Referred to the Committee on Finance.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 5741 SOUTH SPAULDING AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Aramas Manuel to park his pickup truck and/or van at 5741 South Spaulding Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN BURKE (14th Ward)
And OTHERS:

CONGRATULATIONS EXTENDED TO HIS EMINENCE JOSEPH CARDINAL BERNARDIN ON VOLUNTARY DISMISSAL OF CHARGES LODGED AGAINST HIM.

A proposed resolution, presented by Aldermen Burke, Mazola, Shaw, Buchanan, Jones, Coleman, Streeter, Watson, E. Smith, Bialczak, Allen and Natarus, reading as follows:

WHEREAS, Joseph Cardinal Bernardin was vindicated by a total and voluntary dismissal of charges recently brought against him; and

WHEREAS, The Chicago City Council has been informed of this by Alderman Edward M. Burke; and

WHEREAS, Joseph Cardinal Bernardin has touched the lives and instilled faith in thousands of people across the nation; and

WHEREAS, Joseph Cardinal Bernardin has vowed to reach out to all victims of sexual abuse in an attempt to stop this tremendous problem in our society; and

WHEREAS, Joseph Cardinal Bernardin and the Chicago Archdiocese should be commended for their strength and continued faith during this difficult time; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this second day of March, 1994, do hereby extend our heartiest congratulations to Joseph Cardinal Bernardin and do hereby wish him continued success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joseph Cardinal Bernardin.

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

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

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN JONES (15th Ward)
And OTHERS:

Referred -- EXPRESSION OF OPPOSITION TO PROPOSED 1995 BUDGETARY CUTS FOR LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM.

A proposed resolution presented by Aldermen Jones, Mazola, Haithcock, Preckwinkle, Beavers, Shaw, Burke, Coleman, Streeter, Murphy, Evans, Munoz, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Austin, Banks, Giles, Allen, Laurino, Levar, M. Smith and Stone, denouncing the proposed cuts in the currently scheduled funding of the Low-Income Home Energy Assistance Program and calling upon President Clinton, the appropriate members of the United States Congress, the Governor of the State of Illinois and the members of the Illinois General Assembly to support full funding of the Program, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- WAIVER OF DEMOLITION LIENS ON PROPERTY AT 1004 -- 1008 WEST 59TH STREET FOR USE BY HOLY ROCK BAPTIST CHURCH.

A proposed ordinance authorizing waiver of demolition liens on property located at 1004 -- 1008 West 59th Street to be used by Holy Rock Baptist Church and directing the Corporation Counsel to prepare and deliver any documents necessary for implementation of said waiver, which was *Referred to the Committee on Finance.*

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF SOUTH MORGAN STREET AS "REVEREND SAMMY DAVIS STREET".

Also, a proposed order directing the Commissioner of Transportation to give consideration to honorarily designate that part of South Morgan Street, from West 51st Street to West 55th Street, as "Reverend Sammy Davis Street", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- EXEMPTION OF THE SECOND BIRTH BAPTIST CHURCH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES FOR 7252 -- 7258 SOUTH RACINE AVENUE.

A proposed ordinance to exempt The Second Birth Baptist Church from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7252 -- 7258 South Racine 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.*

Referred -- STANDARDIZATION OF PORTION OF SOUTH RACINE AVENUE AS "REVEREND ANNIE REE SCONIERS DRIVE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of South Racine Avenue, between the 7000 block and the 7100 block, as "Reverend Annie Ree Sconiers Drive", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN STREETER (17th Ward)
And OTHERS:**

Referred -- CITY COUNCIL REQUIRED TO REIMBURSE LEGAL COSTS OF CERTAIN ALDERMEN CHARGED WITH REMOVAL OF PAINTING FROM CHICAGO ART INSTITUTE.

A proposed resolution, presented by Aldermen Streeter, Haithcock, Tillman, Preckwinkle, Beavers, Dixon, Shaw, Buchanan, Jones, Coleman, Evans, Munoz, Miller, Watson, E. Smith, Burrell, Austin, Giles, Shiller and Moore, requiring the City Council to reimburse Alderman Tillman, Alderman Streeter and United States Congressman Bobby Rush for present and future legal costs incurred as a result of a lawsuit filed for removing a painting of former Mayor Harold Washington on display at the Chicago Art Institute, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- APPROVAL OF PLAT OF IRONWOOD SUBDIVISION UNIT II ON PORTIONS OF SOUTH KEDZIE AVENUE AND WEST 87TH STREET AND PROVIDING FOR DEDICATION OF SPECIFIED STREETS.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Ironwood Subdivision Unit II on portions of South Kedzie Avenue and West 87th Street and providing for the dedication of the north line of West 85th Place and South Drake Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN EVANS (21st Ward):

Referred -- AMENDMENT TO 1994 ANNUAL APPROPRIATION ORDINANCE.

A proposed amendment to the 1994 Annual Appropriation Ordinance which would transfer funds from the Zoning Board of Appeals to the Department of Police to supplement the community policing program, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

**ALDERMAN EVANS (21st Ward),
ALDERMAN SHAW (9th Ward),
ALDERMAN MUNOZ (22nd Ward)
And OTHERS:**

Referred -- EXAMINATION OF CHICAGO BOARD OF EDUCATION REORGANIZATION PLAN.

A proposed resolution, presented by Aldermen Evans, Shaw, Munoz, Bloom, Steele, Jones, Streeter, Shiller and Moore, supporting a full and thorough examination of the issues raised by the proposed reorganization plan of the Chicago Board of Education as it relates to Affirmative Action and of the impact of those issues on the economic development of the City of Chicago in general and minority- and women-owned businesses in particular, which was *Referred to the Committee on Education.*

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 216, SECTION 060 OF MUNICIPAL CODE OF CHICAGO TO FURTHER REGULATE LOCATION OF JUNK STORES AND JUNKYARDS.

A proposed ordinance to amend Title 4, Chapter 216, Section 060 of the Municipal Code of Chicago which would prohibit the operation of any junk store or junkyard within 400 feet of a private school and remove current restrictions prohibiting the location of any junk store or junkyard on streets used as a street railway or bus line, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- APPROVAL OF PROPERTY AT 2309 SOUTH KEELER AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 2309 South Keeler 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 For

ALDERMAN LASKI (23rd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT 5109 -- 5151 SOUTH PULASKI ROAD.

A proposed order, presented by Alderman Burke, authorizing the Director of

Revenue to issue a permit to Pulaski Joint Venture, in care of Armour Management Company, to construct, maintain and use two canopies to be attached or attached to the building or structure at 5109 -- 5151 South Pulaski Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LASKI (23rd Ward) And ALDERMAN MURPHY (18th Ward):

Referred -- COMMITTEE ON POLICE AND FIRE URGED TO HOLD PUBLIC HEARINGS ON EFFECTIVENESS OF "911" EMERGENCY TELEPHONE SYSTEM.

A proposed resolution urging the Committee on Police and Fire to hold public hearings on the operation and effectiveness of the "911" Emergency Telephone System, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN MEDRANO (25th Ward):

Referred -- CONSIDERATION FOR WAIVER OF DEMOLITION FEES FOR PROPERTY AT 2001 -- 2011 SOUTH MORGAN STREET/969 -- 981 WEST CULLERTON STREET.

A proposed order directing the Committee on Finance to give consideration to waive the demolition fees for the property located at 2001 -- 2011 South Morgan Street/969 -- 981 West Cullerton Street, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1328 WEST 18TH STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Carlos Gonzales to construct, maintain and use one canopy to be attached or attached to the building or structure at 1328 West 18th Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MEDRANO (25th Ward)
And OTHERS:

Referred -- LEGAL ASSISTANCE FOUNDATION OF CHICAGO REQUESTED TO RECONSIDER DECISION TO CLOSE 18TH STREET FACILITY.

A proposed resolution, presented by Aldermen Medrano, Munoz, Ocasio, E. Smith, Suarez, Austin, Hansen, Shiller, Schulter, M. Smith and Moore, requesting the Legal Assistance Foundation of Chicago to reconsider its decision to close the 18th Street Facility and requesting the Budget Director of Chicago, State Senators Jesus Garcia, Miguel Del Valle, State Representatives Rafael Frias, Ben Martinez, Miguel Santiago, Edgar Lopez and United States Congressman Luis Gutierrez, to provide assistance in helping reopen said facility, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN WATSON (27th Ward)
And OTHERS:

MARCH 6 THROUGH MARCH 9, 1994 DECLARED "ILLINOIS CONFERENCE ON VIOLENT CRIMES DAYS IN CHICAGO".

A proposed resolution, presented by Aldermen Watson, Coleman, Streeter,

Wojcik, Laurino and Levar, reading as follows:

WHEREAS, The Illinois Conference on Violent Crimes takes place March 6 -- 9, 1994;

WHEREAS, The purpose of this conference is to arrive at some meaningful and effective solutions to the violent crimes which are plaguing our vast urban community and communities everywhere; and

WHEREAS, The conference brings together legislators, law enforcement agencies, corporations, community organizations and members of the public and private sectors who are committed to a massive decrease in violent crime; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this second day of March, 1994, A.D., do hereby call public attention to the Illinois Conference on Violent Crimes and in that regard do hereby declare that March 6 -- 9, 1994 be known as "Illinois Conference on Violent Crimes Days in Chicago".

Alderman Watson 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 Watson, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Streeter called the City Council's attention to the presence of Reverend Joseph McAfee, convener of the Illinois Conference on Violent Crimes, who was seated in the visitors gallery. Reverend McAfee rose to receive the applause of the City Council and its assembled guests.

Referred -- COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES URGED TO HOLD HEARINGS TO INVESTIGATE USE OF CHLORINE-FREE PAPER BY CITY GOVERNMENT.

Also, a proposed resolution, presented by Aldermen Watson, Coleman, Streeter, Murphy and Levar, urging the Committee on Energy, Environmental Protection and Public Utilities to hold hearings for the purpose of creating legislation which would require the City government to use chlorine-free paper exclusively, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Referred -- COMMITTEE ON HOUSING URGED TO HOLD HEARINGS ON CHICAGO HOUSING AUTHORITY'S HOPE VI PROGRAM.

Also, a proposed resolution, presented by Aldermen Watson, Mazola, Haithcock, Tillman, Streeter and Natarus, urging the Committee on Housing to hold hearings concerning the Hope VI Program of the Chicago Housing Authority and calling for testimony from Mr. Vince Lane, chairman of the Chicago Housing Authority, which was *Referred to the Committee on Housing and Real Estate.*

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF NORTH CENTRAL AVENUE AS "DR. CLEVE MINTER DRIVE".

A proposed order directing the Commissioner of Transportation to give

consideration to honorarily designate that part of North Central Avenue, from West Lake Street to West Chicago Avenue, as "Dr. Cleve Minter Drive", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BIALCZAK (30th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 4801 WEST BELMONT AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Community Savings Bank to construct, maintain and use one canopy attached or to be attached to the building or structure at 4801 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO WATERFRONT VENTURES TO CONSTRUCT, INSTALL, MAINTAIN AND USE TRASH BIN STORAGE AREA ADJACENT TO 1177 NORTH ELSTON AVENUE.

A proposed ordinance to grant permission and authority to construct, install, maintain and use a trash bin storage area adjacent to the premises located at 1177 North Elston Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use 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:

Golden Apple Restaurant, Inc. -- 2971 North Lincoln Avenue; and

Ripple 1471, Incorporated, doing business as Holiday Club -- 1471 North Milwaukee Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies attached or to be attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Golden Apple Restaurant -- 2971 North Lincoln Avenue; and

We'll Clean, Inc. -- 1515 West Diversey Avenue.

Presented By

ALDERMAN WOJCIK (35th Ward):

Referred -- ISSUANCE OF PERMITS, FREE OF CHARGE, TO CHICAGO BOARD OF EDUCATION/PUBLIC BUILDING COMMISSION OF CHICAGO FOR CONSTRUCTION OF NEW FUNSTON ELEMENTARY SCHOOL ANNEX.

A proposed ordinance providing for the issuance of all necessary permits,

free of charge, to the Board the Education of the City of Chicago/Public Building Commission of Chicago for the construction of the new Funston Elementary School Annex on the premises known as 3616 West Armitage Avenue, which was *Referred to the Committee on Finance.*

Referred -- POLICE SUPERINTENDENT MATT RODRIGUEZ REQUESTED TO APPEAR BEFORE CITY COUNCIL TO TESTIFY ON PROVISION OF POLICE RADIOS TO CROSSING GUARDS.

Also, a proposed resolution requesting the Superintendent of Police, Matt Rodriguez, to appear before the next regular meeting of the Chicago City Council to discuss a proposal for equipping crossing guards with police radios to enable them to communicate emergencies around school areas and to increase the safety of children, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 6755 WEST DIVERSEY AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Pitzaferro's Banquet, Inc., to construct, maintain and use one canopy to be attached or attached to the building or structure at 6755 West Diversey Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN GILES (37th Ward):

Referred -- APPROVAL OF PLAT OF BETH-ANNE SUBDIVISION IN BLOCK BOUNDED BY WEST DIVISION STREET, WEST THOMAS STREET, NORTH LAVERGNE AVENUE AND NORTH LAMON AVENUE AND DEDICATION OF PORTIONS OF SPECIFIED PUBLIC WAYS.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Beth-Anne Subdivision within the block bounded by West Division Street, West Thomas Street, North Lavergne Avenue and North Lamon Avenue and also providing for the dedication of portions of West Division Street, North Lamon Avenue and West Thomas Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Ms. Dolores Nessie, doing business as Jane-Dee Hair Stylists -- one canopy at 5919 West Montrose Avenue; and

Mar-Jac Corporation -- one canopy at 5708 West Irving Park Road.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- STANDARDIZATION OF PORTION OF WEST SUNNYSIDE AVENUE AS "BOB MURRAY AVENUE".

A proposed ordinance directing the Commissioner of the Department of Transportation to take the necessary action for standardization of that part of West Sunnyside Avenue between North Kostner Avenue and North Lowell Avenue as "Bob Murray Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO VIA VENETO, INCORPORATED (DOING BUSINESS AS VIA VENETO RISTORANTE) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Via Veneto, Incorporated, doing business as Via Veneto Ristorante, to maintain and use a portion of the public way adjacent to 3449 West Peterson Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTIONS 022 AND 023 OF MUNICIPAL CODE OF CHICAGO TO DISALLOW ISSUANCE OF NEW ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF NORTH CLARK STREET.

A proposed ordinance to amend Title 4, Chapter 60, Sections 022 and 023 of the Municipal Code of Chicago by disallowing the issuance of new alcoholic

liquor and package goods licenses, respectively, on both sides of North Clark Street, from West Devon Avenue to West Wallen Avenue and the east side of North Clark Street, from West Wallen Avenue to West Pratt Boulevard, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF TITLE 17, ARTICLE 9, VARIOUS SECTIONS OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) BY RESTRICTING LOCATION OF HOTELS AND MOTELS WITHIN COMMERCIAL DISTRICTS.

Also, a proposed ordinance to amend Title 17, Article 9, Sections 9.3-2, 9.3-3, 9.3-4 and 9.4-1 of the Municipal Code of Chicago (Chicago Zoning Ordinance) by prohibiting hotels and motels within C2-1 to C2-5 General Commercial Districts, C3-1 to C3-7 Commercial-Manufacturing Districts, C4 Motor Freight Terminal Districts and C1-1 to C1-5 Restricted Commercial Districts from operating within 125 feet of a residential district, which was *Referred to the Committee on Zoning.*

Referred -- ISSUANCE OF ALL PROPERTY-RELATED PERMITS, FREE OF CHARGE, AND REDUCTION OF ADMINISTRATIVE PAPERWORK FOR CHICAGO BOARD OF EDUCATION.

Also, a proposed ordinance which would provide that all permits for construction, demolition, remodeling, maintenance and inspection of properties operated by the Chicago Board of Education for educational and administrative purposes be issued without charge, while maintaining the necessity of Board compliance with the building and fire provisions of the Municipal Code of Chicago, and further, which authorizes the Buildings Commissioner to establish a system for Board filing of permit applications on a periodic or batch basis, which was *Referred to the Committee on Education.*

Referred -- PERMISSION TO OBTAIN PERMITS FOR ALTERATION OF CITY SIDEWALKS IN CONJUNCTION WITH CHICAGO PARK DISTRICT LEGION RIVER PARK AND RONAN BIKE PATH IMPROVEMENT PROJECT.

Also, a proposed ordinance to grant permission to the Chicago Park District to obtain permits for hired contractors to alter City sidewalks as part of the Chicago Park District Legion River Park and Ronan Bike Path Improvement Project, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF LICENSE FEES FOR PARTICIPANTS IN WEST ANDERSONVILLE FLEA MARKET AND STREET FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the license fees for the itinerant merchants and food vendors in the West Andersonville Flea Market and Street Fair to be held on portions of North Paulina Street, West Berwyn Avenue and West Summerdale Avenue, for the period extending August 26 and 27, 1994, which was *Referred to the Committee on Finance.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1395 WEST DEVON AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to John E. Maloney Company to construct, maintain and use one canopy to be attached or attached to the building or structure at 1395 West Devon Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 5409 NORTH CAMPBELL AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Joe McDermott to park his pickup truck and/or van at 5409 North Campbell Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170 of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- COMMITTEE ON EDUCATION DIRECTED TO HOLD PUBLIC HEARING ON STATUS OF CHICAGO BOARD OF EDUCATION'S SPRING LEGISLATIVE AGENDA.

Also, a proposed resolution directing the Committee on Education to hold a public hearing as soon as practicable after March 4, 1994 and to call upon representatives of the Board of Education to provide testimony concerning the status of the Board's proposed Spring Legislative Agenda, which was *Referred to the Committee on Education.*

Presented By

ALDERMAN O'CONNOR (40th Ward)
And OTHERS:

Referred -- CONSIDERATION FOR DESIGNATION OF SPECIFIED STREETS AS CLASS II TRUCK ROUTES.

A proposed order, presented by Aldermen O'Connor, Mell, Wojcik, Laurino, Levar and Stone, directing the Commissioner of Transportation to give consideration to designating specified portions of various streets on the City's north and northwest sides as "Class II Truck Routes", which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN DOHERTY (41st Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 6942 -- 6946 WEST HIGGINS ROAD.

A proposed order authorizing the Director of Revenue to issue a permit to Ms. Doris T. Bernardo to construct, maintain and use one canopy to be attached or attached to the building or structure at 6942 -- 6946 West Higgins Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AMENDMENT OF TITLE 17, ARTICLE 8, SECTION 8.3-7 OF MUNICIPAL CODE OF CHICAGO (CHICAGO ZONING ORDINANCE) TO REMOVE MAUSOLEUMS AND PUBLIC BATHS AND ALLOW DAY CARE CENTERS WITHIN GENERAL CENTRAL BUSINESS DISTRICTS.

A proposed ordinance to amend Title 17, Article 8, Section 8.3-7 of the Municipal Code of Chicago (Chicago Zoning Ordinance) which would prohibit mausoleums and public baths as permitted business uses in B7-5 to B7-7 General Central Business Districts, and which would allow for the operation of day care centers within said districts, which was *Referred to the Committee on Zoning.*

Referred -- GRANTS OF PRIVILEGE TO FREMONT-WEED LIMITED PARTNERSHIP, FREMONT-WEED, INC. FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to Fremont-Weed Limited Partnership, Fremont-Weed, Inc., for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

To maintain and use as now constructed a grease trap adjacent to 901 West Weed Street; and

To construct, maintain and use three sections of a covered pedestrian walkway adjacent to 901 West Weed Street.

Referred -- APPROVAL OF PLAT OF SCHILLER PLACE SUBDIVISION ON PORTIONS OF NORTH WIELAND STREET AND WEST SCHILLER STREET.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Schiller Place Subdivision on portions of North Wieland Street and West Schiller Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD VARIOUS SPECIAL EVENTS ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below for the conduct of special events at the locations designated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

American Society of Artists, Inc., 500 North Michigan Avenue -- for the conduct of their 22nd Annual Water Tower Art & Craft Festival on portions of East Chicago Avenue, East Pearson Street and North Mies Van Der Rohe Way for the period extending June 24 through June 26, 1994 during the hours of 10:00 A.M. to 8:00 P.M.; and

Near North News, 222 West Ontario Street -- for the conduct of their 37th Annual Gold Coast Art Fair on portions of North Franklin, North State, North Wells, North Clark, North Dearborn, West Huron, West Erie, West Ontario and West Superior Streets and North LaSalle Boulevard for the period extending August 12 through August 14, 1994, during the hours of 12:00 Noon to 10:00 P.M..

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT LICENSE FEES FOR PARTICIPANTS IN 22ND ANNUAL WATER TOWER ART & CRAFT FESTIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for the participants in the 22nd Annual Water Tower Art & Craft Festival to be held for the period extending June 24 through June 26, 1994 during the hours of 10:00 A.M. to 8:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, eleven proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

American National Bank and Trust Company of Chicago -- one canopy at 711 North Wabash Avenue;

Arvey Paper and Office Products -- one canopy at 661 North LaSalle Street;

Delaware Place Associates -- for one canopy at 40 East Delaware Place;

Vista International, doing business as the Drake Hotel -- for twenty-six canopies at 140 East Walton Place;

Fly-By-Night Gallery -- for one canopy at 714 North Wells Street;

Gino's East Corporation -- for one canopy at 160 -- 164 East Superior Street;

Dearborn-Kinzie Partners, doing business as Harry Caray's Restaurant -- five canopies at 33 West Kinzie Street;

Hotel Nikko of Chicago, Inc. -- for six canopies at 320 North Dearborn Street;

Nine West Group, Inc. -- for seven canopies at 701 North Michigan Avenue;

Ricci and Company -- for three canopies at 162 West Superior Street; and

Streeterville 400 Condominium Association -- for one canopy at 400 East Ohio Street.

Presented By

ALDERMAN BERNARDINI (43rd Ward)

Referred -- EXEMPTION OF DE PAUL UNIVERSITY FROM PAYMENT OF ALL 1994 CITY FEES AND CHARGES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from payment of all 1994 City permit and license fees to DePaul University, under its not-for-profit status, for the erection and maintenance of university and library buildings at 1150 West Fullerton Avenue, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO JOHN B., INCORPORATED (DOING BUSINESS AS JOHN BARLEYCORN RESTAURANT) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to John B.

Incorporated, doing business as John Barleycorn Restaurant, to maintain and use a portion of the public way adjacent to 658 West Belden Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO INSTALL HANDICAP RAMP AT 2749 NORTH WILTON AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Holy Covenant United Methodist Church to install a handicap ramp at 2749 North Wilton Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Dom-El Restaurants -- for one canopy at 2215 North Halsted Street; and

Twin Anchors, Inc. -- for two canopies at 1655 North Sedgwick Street.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR SIDEWALK CAFES.

Five proposed ordinances to grant permission and authority to the

applicants listed to maintain and use 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:

Cafe Avanti, Inc., doing business as Cafe Avanti -- adjacent to 3708 North Southport Avenue;

Lakefront Restaurant, Inc. -- adjacent to 3042 North Broadway;

Starbuck's Coffee -- adjacent to 3358 North Broadway;

Uncommon Ground, Inc., doing business as The Uncommon Ground -- adjacent to 1214 West Grace Street; and

V. G. B., Inc., doing business as Vinny's Restaurant -- adjacent to 2901 North Sheffield Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Amling's Flowerland -- one canopy at 745 West Buckingham Place; and

Belmont LPL Partnership -- one canopy at 711 West Belmont Avenue.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- PERMISSION TO HOLD FARMERS' MARKET ON PORTION OF WEST AINSLIE STREET.

A proposed order directing the Commissioner of Transportation to grant

permission to the Jefferson Park Chamber of Commerce to hold farmers' market days on West Ainslie Street, between North Milwaukee Avenue and the first alley east thereof, to be conducted by the Department of Consumer Services during the hours of 5:30 A.M. to 3:30 P.M. on June 30; July 14 and 28; August 11 and 25; September 8 and 22; and October 6 and 20, 1994, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- AUTHORIZATION FOR ISSUANCE OF FOOD VENDOR LICENSES, FREE OF CHARGE, TO PARTICIPANTS IN JEFFERSON PARK CHAMBER OF COMMERCE FARMERS' MARKET.

Also, a proposed order authorizing the Director of Revenue to issue Food Vendor Licenses, free of charge, to participants in the Jefferson Park Chamber of Commerce farmers' market on West Ainslie Street, between North Milwaukee Avenue and the first alley east thereof, to be conducted by the Department of Consumer Services during the hours of 5:30 A.M. and 3:30 P.M. on June 30; July 14 and 28; August 11 and 25; September 8 and 22; and October 6 and 20, 1994, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- AMENDMENT OF TITLE 5, CHAPTER 12, SECTION 080 OF MUNICIPAL CODE OF CHICAGO TO ESTABLISH VARIABLE RATHER THAN FIXED RATE OF INTEREST AS STANDARD FOR INTEREST RATES PAYABLE ON SECURITY DEPOSITS OR PREPAID RENTS HELD BY LANDLORDS.

A proposed ordinance to amend Title 5, Chapter 12, Section 080 of the Municipal Code of Chicago by changing the rate of interest paid on security deposits or prepaid rents held by landlords from five percent to the established interest rate paid on minimum deposit passbook savings accounts on deposit in

the largest commercial bank, having its principal office in the City of Chicago, which was *Referred to the Committee on Finance.*

Referred -- GRANT OF PRIVILEGE TO CHICAGO DOUBLE DRIVE-THRU, INC. (DOING BUSINESS AS CHECKER'S RESTAURANT) FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Chicago Double Drive-Thru, Inc., doing business as Checker's Restaurant, to maintain and use a portion of the public way adjacent to 3711 North Western Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1137 WEST BRYN MAWR AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Ms. Margaret Swanson, doing business as Newman's Lounge, to construct, maintain and use one canopy to be attached or attached to the building or structure at 1137 West Bryn Mawr Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERMAN M. SMITH (48th Ward)
And OTHERS:**

Referred -- CITY COUNCIL URGED TO CONDUCT PUBLIC HEARING ON QUALITY OF SERVICE PROVIDED BY UNITED STATES POSTAL SERVICE.

A proposed resolution, presented by Aldermen M. Smith, Mazola, Preckwinkle, Bloom, Beavers, Buchanan, Huels, Fary, Jones, Murphy, Rugai, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor Doherty, Natarus, Bernardini, Levar, Shiller, Schulter, Moore and Stone, urging the City Council to convene a public hearing for the purpose of receiving testimony from private citizens and businesses and from representatives of the United States Postal Service and members of the Illinois Congressional Delegation on the quality of postal service in the City of Chicago, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- GRANT OF PRIVILEGE TO SPEEDY ENNUI, INC. (DOING BUSINESS AS SPEEDY ENNUI) FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Speedy Ennui, Inc., doing business as Speedy Ennui, to maintain and use a portion of the public way adjacent to 6981 North Sheridan Road for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 7110 NORTH CLARK STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Affy Tapple to construct, maintain and use one canopy to be attached or attached to the building or structure at 7110 North Clark Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STONE (50th Ward):

Referred -- STANDARDIZATION OF PORTION OF NORTH WESTERN AVENUE AS "MASON A. LOUNDY DRIVE".

A proposed ordinance directing the Commissioner of the Department of Transportation to take the necessary action for standardization of that part of North Western Avenue, between West Devon Avenue and West Arthur Avenue as "Mason A. Loundy Drive", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF SPECIAL EVENT FOOD DISPENSER LICENSE FEES FOR PARTICIPANTS IN SAINT HENRY'S CARNIVAL.

Also, a proposed order authorizing the Director of Revenue to waive the Special Event Food Dispenser License fees for the participants in Saint Henry's Carnival to be held on church property at 6335 North Hoyne Avenue, for the period extending July 6 through July 10, 1994, which was *Referred to the Committee on Finance.*

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 BUCHANAN (10th Ward):

Pilgrim Baptist Church of South Chicago -- for new construction and remodeling of existing structure on the premises known as 3235 East 91st Street.

BY ALDERMAN STREETER (17th Ward):

The Second Birth Missionary Baptist Church -- for work being done on the premises known as 7252 -- 7258 South Racine Avenue.

BY ALDERMAN LAURINO (39th Ward):

Hispanic Housing Development Corporation -- for redevelopment of a vacant building located at 4501 -- 4515 North Central Park Avenue.

BY ALDERMAN DOHERTY (41st Ward):

The Resurrection Health Care Center -- for construction of a parking lot on the premises known as 7435 West Talcott Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BEAVERS (7th Ward):

Rebecca K. Crown Child Development Day Care Center, 7601 South Phillips Avenue.

South Shore Community Church Day Care Center, 7401 South Yates Avenue.

BY ALDERMAN DIXON (8th Ward):

Jackson Park Hospital and Medical Center, 7531 South Stony Island Avenue.

BY ALDERMAN STREETER (17th Ward):

Ada S. McKinley Hammond House, 6701 South Morgan Street.

BY ALDERMAN OCASIO (26th Ward):

Mary Crane League, 2905 North Leavitt Street.

BY ALDERMAN GABINSKI (32nd Ward):

The Performance Community, 1219 West Belmont Avenue.

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House, 3831 North Mozart Street. (Shelter care home, nursing home) (2).

BY ALDERMAN WOJCIK (35th Ward):

Logan Square Group 5, 3951 West Fullerton Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

Covenant Home of Chicago, 2725 West Foster Avenue.

Kasser's Montessori Children's House, 2449 West Peterson Avenue.

BY ALDERMAN BERNARDINI (43rd Ward):

Children's Memorial Hospital, 2300 North Children's Plaza.

Moody Church Children's Learning Center, 1609 North LaSalle Street.

Saint Vincent DePaul Center, 2145 North Halsted Street.

BY ALDERMAN HANSEN (44th Ward):

Illinois Masonic Medical Center, 836 West Wellington Avenue.

Saint Joseph Hospital and Health Care Center, 2900 North Lake Shore Drive (2).

BY ALDERMAN SCHULTER (47th Ward):

Concordia Lutheran Church Day Care Center, 3855 North Seeley Avenue.

BY ALDERMAN M. SMITH (48th Ward):

Care For Real, 5459 North Broadway.

BY ALDERMAN STONE (50th Ward):

Northwest Play School, 6022 North Mozart Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN STEELE (6th Ward):

Israel Methodist Community Church, 7620 South Cottage Grove Avenue -- annual "No Parking" sign inspection fee.

BY ALDERMAN BUCHANAN (10th Ward):

Historic Pullman, 614 East 113th Street -- annual refrigeration inspection fees and annual public place of assembly inspection fees (4).

BY ALDERMAN STONE for
ALDERMAN MADRZYK (13th Ward):

Southwest Women Working Together, 4051 West 63rd Street -- annual sign inspection fee.

BY ALDERMAN BURKE (14th Ward):

Maranatha Assembly of God Church, 3542 West 59th Street -- annual sign inspection fee.

BY ALDERMAN STREETER (17th Ward):

Ambassadors for Christ Church, 7859 South Ashland Avenue -- annual public place of assembly inspection fee.

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House, 3831 North Mozart Street -- annual institution inspection fee.

BY ALDERMAN LAURINO (39th Ward):

Good Counsel High School, 3900 West Peterson Avenue -- annual refrigeration inspection fee.

North Park College, various locations -- annual building inspection fees, annual fuel burning equipment inspection fee, annual refrigeration inspection fees and annual driveway inspection fee.

North Park College/Theological, various locations -- annual building registration fees (2).

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Health Care/Professional Building, 7435 West Talcott Avenue -- annual institution inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Catherine Cook School, 226 West Schiller Street -- annual elevator inspection fee.

The Latin School of Chicago, various locations -- annual elevator inspection fees.

Northwestern Memorial Hospital, various locations -- annual elevator inspection fee, annual institution inspection fee and annual fuel burning equipment inspection fee (3).

BY ALDERMAN SHILLER (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive -- annual fuel burning equipment inspection fee.

BY ALDERMAN MOORE (49th Ward):

Convent of Sacred Heart, 6250 North Sheridan Road -- semiannual elevator inspection fee.

CANCELLATION OF WATER RATES:

BY ALDERMAN DOHERTY (41st Ward):

Saint Joseph's Ukrainian Church, 5000 North Cumberland Avenue (2).

BY ALDERMAN STONE (50th Ward):

Saint Margaret Mary Activity Center, 7341 North Claremont Avenue -- annual service fee.

REFUND OF FEE:

BY ALDERMAN O'CONNOR (40th Ward):

Kasser's Montessori Children's House, 2449 West Peterson Avenue -- refund of fee in the amount of $75.00.

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN MAZOLA (1st Ward):

Brahill, Lucille

Henry, Grace

Novak, Helen E.

Sopcich, Peter J.

Steffens, Myron

BY ALDERMAN HAITHCOCK (2nd Ward):

Barry, Jeanne M.

Brock, Arthur

Brontein, Irving

Cahill, Bernice

Chadwick, Muriel

Cox, Adele M.

Diletto, Rosemary A.

Grayson, Frank M.

Guttman, Sonya K.

Harvey, Marie E.

Hill, Peter

Hoffer, Abraham

Kennedy, Helen T.

Kramer, Ferdinand

Lee, William F.

Matthews, Henry B.

Morgan, Virginia D.

Napolillo, Eunice L.

O'Malley, Joan E.

Pomaranc, Ruth R.

Raddatz, Robert H.

Sloan, John S.

Sneed, Edward J.

Snyder, Dorothy F.

Stephens, Josephine
Talbot, Donald L.
Vincent, Geraldine E.
Williams, George W.
Wright, Christine

BY ALDERMAN PRECKWINKLE (4th Ward):

Adams, Gwenleen
Adler, Robert L.
Ahrens, Robert J.
Allen, Alice B.
Anderson, Frank

Askew, James and Essie
Austin, Adelaide M.
Beal, Rufus
Beasley, Lillian F.
Becker, Eleanor

Bekenstein, Harry
Belmont, Joseph
Bergman, William H.
Bernette, Clyde D.
Bernstein, Everett

Bhattacharya, Shantinath
Birch, David B.
Black, Letha T.
Bleicher, Fay C.
Blumenthal, Milton
Boehm, Berenece A.
Bornholdt, Laura A.
Bowie, Martha F.

Bradford, Lillian
Brashers, Mary
Bray, Louis S.
Brooks, Belilah R.
Brothers, Jean M.

Brown, Edward J.
Brown, James S.
Brown, Rosalee
Bruce, Minnie L.
Bryant, Martha H.

Buettner, Gladys B.
Burin, Liselotte
Burns, Sonya

Byman, Leonard

Bynum, Gloria I.

Carmichael, Carolyn G.

Century, Sol and Lillian

Chain, Mercedes H.

Chappel, Ella

Chissell, Easter L.

Chiu, Herman

Clark, Alta

Clark, Clifford

Clay, Clifford H.

Clinch, Mary E.

Cohen, Jerome

Cohen, Kenmore J.

Cohn, Herman

Coleman, Robert L.

Conlon, Dorothy T.

Cook, Georgia

Cooley, Maryann

Cooper, Wylola W.

Covington, Frances R.

Crown, William R. and Bessie M.

Currin, Gwendolyn

Daniels, Jack and Beverly

Darden, Ethel B.

David, Belle

Davis, Essie W.

Davis, Marcella J.

Davison, Charles A.

Dillard, Dorothy

Dolin, Louis D.

Duncan, Gwendolyn W.

Duplain, Horace J.

Dupuy, Nelda

Ehrman, Max E.

Eisenstein, Rosemary L.

Ellis, Bernice

Epstein, Raymond

Feldman, Hilde

Feulner, Margaret

Fireman, Serena L.

Fisher, Florence A.

Foote, Hattie B.

Fowler, Alberta

Frank, Anne

Frankenburger, Margot

Freeman, Mildred
Friedmann, Elliott K.
Friedrich, Lore
Frolichstein, Judith R.
Fuller, Gladys G.

Garland, Vivian
Garnett, Marion W.
Geaither, Barbara
Geisel, Gustav
Glicken, Grace

Goldberg, Louise
Golding, Evelyn
Goldman, Irene M.
Goodman, Maurice
Gordon, Sheffield

Gowland, Robert R.
Graham, Carrie G.
Gratton, David L.
Green, Anne
Grinbarg, Thelma

Gross, Josephine
Gustafson, Helen L.
Hafron, Frances

Hale, Agnes N.
Hanson, Dorothy M.
Hardiman, Katherine
Harris, Berthold J.
Harris, John

Heard, Aaron
Heller, Philip B.
Hervy, Henry P.
Heyman, Dorothy S.
Hicks, Earl B.

Hill, Ralph T.
Hirsch, Syrola R.
Hobbs, Rebecca K.
Horwitz, Irving
Howard, Evelyn G.

Hymen, Lorna M.
Ingwer, Leo J.
Ito, Jean A.
Jackson, Clara W.
Jackson, L. Hannah

Jacobson, Harold
Jason, Lucille
Johnson, Edward and Carolyn

Johnson, Errington
Johnson, Errington R.
Johnson, Larney
Jones, Juanita
Jones, Ruth

Jones, Selma M.
Jozsi-Joe, Louisa
Kadison, Adele L.
Kaye, Adele J.
King, Gwendolyn

Koehler, Elsa
Kolheim, Anna
Kong, Jana
Kritchevsky, Jerome
Kroll, Hannah L.

Kupper, Helen
Lackner, Charlotte B.
Larson, Thelma
Lavicka, Elizabeth B.
Lawson, Homer D.

Lee, Amy-Ruth
Lee, Jennie B.
Levin, Leo L.
Levine, Eve
Levy, Arnold and Sylvia
Levy, Herbert
Lewis, Jack D.
Lewis, Mary J.

Lieb, Regina
Lieberman, Gwen
Linder, Ursula O.
Lowenstein, Harold and Phillis
Lublin, Margot

Macon, Hortense
Madison, Earl W.
Marcson, Fredrick
Marion, Ester A.
Markheim, Leon S.

Martin, Abbie
Matthews, Martin B.
Maurey, Joseph E.
Maxwell, Floriese
Mayo, Marjorie H.

McCarroll, Antoinette M.
McClellan, Mary
McCoy, George R.

McGlory, Avadner
McNeal, Frankye B.
Miles, Rosalie C.
Mitchell, Eddlene G.
Moman, Jesse

Mosko, Milton M.
Moskow, Harry
Naylor, Margaret
Newman, Doris S.
Novak, Rita D.

Oehme, Mafalda
O'Hara, Helen
Orman, Ann
Pantsios, Pauline E.
Paris, James

Patinkin, Harold
Paul, Helen L.
Pelzman, Mildred
Penaloza, Esther A.
Penn, Eileen

Petway, James
Pfankuch, Marie
Platt, Sylvia M.

Podolner, Gilbert L.
Polak, Louise L.
Pollack, Hilde
Prejeran, Julia A.
Price, Charlotte S.

Price, Maurice
Priester, Marcus J.
Pryor, Leroy
Pugh, Roderick W.
Punzalan, Aurora E.

Rand, Sylvia
Ravelo, Ambrosia G.
Ray, Hobert L.
Reed, Dorothy and Arthur
Rehbock, Ruth

Reinstein, Miriam S.
Ries, Cecilie T.
Riskind, Samuel
Robinson, Louise M.
Robinson, Penelope

Robertson, John M.
Roby, Mary L.
Rosen, Arnold

Rosen, Charlotte and Auram

Rosenthal, Hannah M.

Rosenthal, Shirley L.

Roth, Louise K.

Sabath, Elroy

Salter, James

Sandifer, Rushell

Sarnat, Edna S.

Savage, David A.

Scheff, Lawrence J.

Schmidt, Joseph K.

Schultz, Benjamin

Schuster, Marjorie

Shannon, Myrtle E.

Shapiro, Jean F.

Shapiro, Nathan J.

Shiohara, Elsie

Shiu, Maulrice P.

Shufro, Ethel

Sibert, Frederick J.

Sichel, Trudy A.

Sidney, Nontharee E.

Siliger, Anges I.

Simmons, Charlotte M.

Simmons, Helen

Simmons, Isaac

Simon, Bernece K.

Simon, Fannie

Simon, Ralph

Simpkins, Katherhine L.

Sissman, Teresa A.

Smith, Anne V.

Smith, Jesse J., Jr.

Smith, Lucinda T.

Smith, Thelma S.

Spencer, Jean F.

Spratling, Zessie M.

Stallworth, Eucine G.

Starr, Victoria J.

Stein, Doris K.

Stern, Jack and Mildred

Stock, Ruth

Sturmack, Louis

Sugarman, Goldie G.

Summers, Georgia

Takaki, Nobuko

Tarson, Phyllis
Thale, Margaret C.
Thomas, Booker T.
Thurman, Willie M.
Tillitson, Edith

Towles, Delores
Trotter, Jessye L.
Turner, Virginia B.
Tyler, Joann E.
Tyskling, Antoinette

Tyson, Helen
Wald, Elise
Walton, Ida
Washington, Charles
Washington, Clarence E.

Washington, Gloria
Watson, Charles A.
Watson, Josephine
Weinstein, Seymour
Weinstein, Yvonne B.

Weissman, Helen
White, Eugene
White, Naomi
Wiedemann, Margaret
Wielgoz, Karoline

Williams, Vernon B., Jr.
Williamson, Augusta
Wilson, Carl and Louise
Winslow, Alfred A.
Wolf, Josephine B.

Wollenberger, Ruth M.
Wood, William S.
Woodley, Nelson E.
Woolpy, Rose
Yancey, Theresa

Yancy, Eloise
Young, Sadie
Yuffy, Bernard
Zinotz, Sylvia

BY ALDERMAN BLOOM (5th Ward):

Alexander, Leona Z.
Allen, Evelyn M.

Anderson, Linnea O.
Barret, Ann
Baylous, Robbert E.
Bradshaw, Edwynne G.
Breslauer, Stephenie M.

Bush, Nadge A.
Carothers, Juanita B.
Chandler, Lucy J.
Charlton, Charles
Danker, William J.

Davidson, Sidney
Davis, Juanita J.
Deutsch, Rozanne
Douglas, Edna
Edmondson, Roy J.

Ellis, Myzella
Epstein, Laura
Fletcher, Lillian G.
Forssberg, Frances
Fuerst, Jean S.

Ginther, Katheryn
Goldberg, Marvin M.
Grayson, Elizabeth S.
Guye, Classie M.
Hall, Elizabeth F.
Harris Adrienne S.
Hatch, Lillian D.
Hayes, Annie L.

Heydemann, Julius
Hicks, Shirley J.
Holder, Laverne
Hoselitz, Bert F.
Howe, Helen S.

Iwagami, Myra
Jaffe, Geraldine G.
Judās, Ilse
Kolb, Gwin J.
Langford, Frances L.

Lewy, Robert B.
Mallace, Paul
Marks, Ira G.
Mayo, Alice C.
McCleary, Nan S.

McClendon, Mabel B.
Meyer, Peter
Mirsky, Marvin

Moss, Joseph J.
O'Brien, Helen F.
Paris, Katie S.
Patterson, Ruth L.
Pinkston, Isabella
Randleman, Dorothy Z.
Rhinestine, Samuel J.
Riozman, Ludmila L.
Roberson, Lerlene
Rosenthal, Ira M.
Rossin, Rochelle S.
Sachs, Robert G.
Sain, Estelle
Schwartz, David A.
Shular, Clarence L.
Slater, Anne M.
Smith, Annie L.
Spaulding, Georgia G.
Spivey, Charles S.
Stanley, Evelyn Morgan
Strode, Zenobia E.
Sutherland, Zena
Underwood, William E.
Walther, Marianne L.
Waters, Georgette
Webb, Mazola M.
Wick, Elisabeth W.
Wilbon, Johnnie
Williams, Martin
Wirszup, Izaak

BY ALDERMAN STEELE (6th Ward):

Adams, John
Alderson, Nathalie
Archer, Samuel H.
Bailey, Lola
Baker, Anna
Ballentine, Releatha
Battle, Mable
Bell, Dorothy
Bell, John
Benn, Loftis P.
Bishop, Eunice
Black, Willie M.

Bobo, Bertha
Boone, Lula R.
Bradshaw, Nezelle
Bridgeforth, Raymond
Brown, Willie J.

Brumfield, Carrie
Buchanan, Joe
Butler, Hattie
Canady, Laymon
Casey, Edward

Castile, Melvin
Charleston, Oneita
Coates, Rosella
Collins, Margaret
Collins, Ruby

Conrad, Theasel L.
Croffett, George
Cureton, Leonard
Dartis, Margaret
Davis, Henry L.

Dial, Easter R.
Dindwiddle, Lois
Dixon, Ernestine

Drumgoole, Catherine
Dubose, Dolarite
Duncan, Beatrice S.
Ector, William
Edmond, Naomi

Edwards, Hampton
Evans, Evelyn S.
Evans, Fred D.
Evans, Mae B.
Everhart, Clanton, Jr.

Ewing, Wyancie and Myrtle
Farmer, Josephine
Faucett, Melba L.
Fite, Hazel M.
Gaither, Carrie L.

Gingery, Henry
Givens, Verneal
Godfrey, Marsellus W.
Golston, Violet
Goodman, Annie M.

Gordon, Clarence V.
Grant, Helen L.
Green, Mevlean

Greer, Arthur B.
Grimes, Picolla
Guidry, Alfretta
Guy, Eugene
Hamilton, Alta
Hamilton, Herman O.
Harper, Eurith M.
Hart, Bernice
Heard, Edward L.
Henry, Naomi A.
Henson, John C.
Hickman, Christina
Hill, Gertrude
Hodo, Ruth L.
Hogan, Mary F.
Holliday, Elsie E.
Hoskins, Dorsey
Hubbard, Virginia
Hull, Richard
Hunt, James E., Jr.
Irvin, Walter and Alma
Jackson, Eleanor
Jackson, Lois
Jackson, Nathaniel S.
Jackson, Rosie
Jackson, William L.
Jenkins, Nell
Johnson, Elliot W.
Johnson, J. D. and Katie
Johnson, Mary T.
Jones, Mary
Karriem, Albert
Kincade, Willie E.
Kirkpatrick, Bernice G.
Kirkpatrick, Felix J.
Knox, Eola
Lesley, Helen M.
Lewis, Hattie
Lewis, James H.
Lewis, Lester E.
Linder, Louise
Lindsey, Arvil
Lomax, Geraldine B.
Long, Henry E.
Madden, Annette B.
Manns, Caldron

Marsh, John J.
Marshall, Dorothy R.
Matthews, Mary L.
McCann, Leo
Miller, Blanche
Miller, Eula M.
Minor, Daniel L.
Mitchell, Louise
Mobley, Carl A.
Moreland, Mary E.
Morgan, Walter H.
Morris, Edna
Mosley, Beatrice I.
Murray, Dorothy
Muse, Willie W.
Nicholson, Bernice
Parker, Gladys
Parker, James
Parks, Cornelia
Paschal, Willie
Patterson, John
Payne, Lucille
Pernell, Vernon
Peters, Elizabeth R.
Pollock, Edward B.
Ponder, Lula B.
Porter, Ernestine
Posey, Bertha
Powell, Roberta
Preacely, Reese
Quarles, Lawrence
Ramey, Marie
Ratley, Nettie M.
Ray, LuAlice
Reed, Chestanna
Reed, Jesse A.
Ridley, Fred B.
Rivers, Dolores
Roberts, Mary
Robinson, Cleveland and Leslie
Sanford, Edmonia
Scott, Annie
Seames, Lillian
Sias, Geselda
Simms, Louise
Sims, Mae L.

Smith, Fred
Smith, Marjorie
Smith, Orlando
Spruell, Mary S.
Steele, Henry
Stewart, Helen H.
Strawder, Ruth T.
Tate, Beunetta P.
Taylor, Mary
Thomas, Laura S.
Thompson, Alberta P.
Thompson Barbara A.
Thompson, Irene
Tillman, Ora
Vance, Florence
Vance, Florence H.
Wade, Johnnie T.
Wade, Lucius M.
Walker, Cornelius
Wallace, Rita O.
Washington, Helen M.
Washington, Mellownee
West, Dorothy M.
Wheatley, Gertrude
Williams, Alva
Williams, Annie
Williams, Clifford
Wilson, Ann K.
Wilson, Mattie H.
Wilson, Mildred
Womack, Evelyn
Wynn, Elizabeth

BY ALDERMAN BEAVERS (7th Ward):

Cleveland, Martha D.
Lokanc, Joseph A.
Rice, John L.
Thurber, Theresia

BY ALDERMAN DIXON (8th Ward):

Adams, Richard
Alexander, Melvina
Andrews, Anna M.
Brewster, Neddie
Britton, T. C.

Burke, Daisy
Burney, Vivian
Burton, Annie M.
Coggs, John H.
Daniel, Katie

Davis, Lafayette
Denham, Leonard
Duplessis, Jessie
Epps, James
Gardner, Leroy C.

Gillespie, George
Grigsby, Laura
Howard, Alphonso
King, Ruth M.
Marshall, Robert E.

McRoberts, Earl
Morton, Luther J.
Netterville, Christine L.
Newman, Leroy
Nicholson, Arthur F.

Oliver, John H.
Rivers, Delphia L.
Sanders, Estella
Sandifer, Rushell
Stephens, Nellie W.

Todd, Bessie A.
Townsend, Robert E.
Ward, Randle J.
Warren, Jimella
White, Fannie M.

Williams, Albert
Williams, Iola
Williams, Minnie P.
Woolridge, Helen
Wren, Jewel

BY ALDERMAN MADRZYK (13th Ward):

Abraham, Robert A.
Biagi, Catherine C.
Blake, Bernice M.
Bollinger, Conrad N.
Bryg, Victoria

Campana, Louis P.
Carroll, Violet H.
Creedon, Daniel S.
Daly, John C. and Jeanne
Dorgan, William F.

Doyle, Marie M.
Dziatkiewicz, Matthew
Forsyth, Harry
Frenna, Elizabeth
Gallo, Gertrude

Giglio, Louise
Gregor, Ivo
Guinta, Frances
Hogan, Mark K.
Idzik, Mary
Klecka, John J.
Kornowicz, Stanley
Lechert, Lotti
Magliano, Humbert V.
McKenzie, Elizabeth A.
Miller, Delores K.
Multack, Edith

Norway, Helen
Novak, Grace M.
Parr, Stephen L.
Riccio, Nelle J.
Rudnicke, Elizabeth J.

Sarra, Mamie
Schoenfeld, Genevieve
Scurio, Olga
Sowinski, Stephanie F.
Szacsury, Frances A.

Trezzo, Antonio
Valerga, Carmella
Walczak, Agatha
Wilson, Estelle M.
Zebrauskas, John
Zunkel, Lenore

BY ALDERMAN MURPHY (18th Ward):

Brevard, Mollie E.
Cobb, Bertha
Kunka, Gregory
Nemtusak, Anthony J.
Nichols, Antoinette
Pribble, Eva and Cavoto, Palma
Reid, Ruth M.
Renz, Pauline C.
Tuman, Florian F.
Zaro, Victor F.

BY ALDERMAN TROUTMAN (20th Ward):

Adams, Escar
Berry, Henry
Durden, Ulysses S.
Howard, James K.
Montgomery, Benjamin
Taylor, Chessie
Walker, Charles C.

BY ALDERMAN LASKI (23rd Ward):

Brongiel, Helen
Brzostowski, Stella
Buckley, Marie
Burke, Vincent T.
Calpin, Loretta
Campobasso, Joseph J.
Cook, Colette C.
Dziedzic, Helen
Foley, Gertrude D.
Jankowski, Irene A.
Kmen, Emily
Komoroski, Leona
Mackel, Muriel M.
McNamara, Genevieve
Miller, Charles E.
Usavage, Edward J.

BY ALDERMAN BANKS (36th Ward):

Amato, Antoinette J.
Anaclerio, Michele
Appa, Albert J.
Breen, Marie A.
Cassano, Margaret

Christensen, Carl J.
Cicinelli, Guy and Anna
Clark, Roy M.
Culotta, Joseph
Danick, Celia

Fiaschetti, Gina
Freeman, Margaret
Gens, Henry J.
Gonio, Bernice
Gualano, Josephine A.

Haines, Irene
Kaeseberg, Helen J.
Kapolas, Evelyn
Kenaga, Howard P.
Kloske, Walter S.

Koenig, Anna
Laurie, Susanna A.
Litvinas, Pranas
Maggiore, Antonia
Marino, Loretta

Marlar, Leona E.
Marzullo, Filomena
Mass, Adele M.
Mathisen, Martha
Maynard, Shirley I.

Meros, Helen
Miceli, Virginia
Mleczko, Bernice
Moskal, Evelyn C.
Nuti, Felicia G.

O'Brien, Grace
Parker, Ryland
Pappalardo, Edna
Paxton, Annette A.
Pelka, Wanda P.

Peterson, Viola
Pilas, Anna M.
Pysz, Joseph
Royer, Mary M.
Rusky, Jeane
Saporita, Alphonse
Sciaraffa, Rose
Sedlacek, Sophia
Staunton, John M.
Stoklosa, Edward
Stueben, Eleanor
Sullivan, Anne
Talerico, James V.
Utter, Josphine L.
Vacura, Estelle H.
Zincoris, Robert E.

BY ALDERMAN ALLEN (38th Ward)

Bartojay, Frank P.
Binkowski, Harry S.
Bionda Charles
Bischoff, Heinrich
Bojarczyk, Leokadia
Boncler, Eleanor V.
Brennen, Ann B.
Budnik, John
Busta, Alec
Caldwell, Evelyn K.
Caprille, George E.
Carlson, Mabel P.
Cielocha, Theresa I.
Dekas, Evelyn F.
Dieckman, Christine
Donaldson, John A.
Dzialo, Florence L.
Epstein, Della E.
Faehnrich, Henrietta B.
Fiduccia, Samuel
Fifielski, Jewel W.
Finn, John F.

Fischer, Eleanor L.
Furlong, Marie C.
Gall, Lyndia E.
Galla, Jeanette A.
Gatti, Mary T.

Gazda, Alex L.
Haag, Emily
Jarosz, Halina
Jorgensen, Kristian N.
Jozefski, Gladys K.

Kamienski, Debbie
Kaylor, Louise I.
Klinger, Kathleen
Koscinski, Antoinette
Krezel, Lorraine

Kukulski, Helen V.
Kurz, Harriet M.
Lamb, Virginia
Laurie, Angeline M.
Lutz, Lorraine J.

Matzer, Joseph
Mertes, Elmer M.
Migani, Shirley M.

Milas, Anne G.
Morreale, Clara
Muszalski, George
Nardi, Frances
Nicosia, Josephine

Oster, Katharina
Paju, Salme
Pecho, Catherine
Pedersen, Laverne D.
Powers, Berenice M.

Powrozek, Lucille
Pytka, Kathryn C.
Rajewski, Eugenia
Rossi, Anne A.
Siuda, Lucille M.

Smrokowski, Irene K.
Stephen, Gertrude E.
Totaro, Jean V.
Ursin, Anna
Valentine, Marie

Vydra, Florence M.
Wallace, Josephine
Walz, Lorraine

Wykowski, Eugenia V.

Zarembski, Eugenia J.

BY ALDERMAN LAURINO (39th Ward):

Barr, Lawrence

Clapman, Morris T.

Cohen, Sam

Heimberger, Woodrow A.

Komensky, Irving

Kushing, Betty

Lavender, Gilbert

Pruchnik, Mary E.

Scholl, Evelyn G.

Sorkin, Annette H.

Sutow, Melvin and Hilda

Van Slambrouck, Ann M.

Wasco, Julia M.

Welch, Frank M.

Werbo, Mella K.

BY ALDERMAN O'CONNOR (40th Ward):

Abrams, David

Abrams, Dorothy K.

Abrams, Florence

Abromowitz, Florence

Agmon, Gertrude K.

Aguirre, Miguel

Allen, Thomas F., Jr.

Anagnost, Nicholas

Ansell, Theodore

Balter, Esther

Berg, Leonore G.

Berg, Raymond

Berger, Albert

Berger, Louise

Berliner, Vera B.

Bishop, Evelyn G.

Black, Bernard

Blaul, Catherine H.

Bonke, Doris G.
Boress, Julius
Brandes, Ernestine
Brawerman, Aleksandra
Brennan, Ruth A.

Cannell, Leo W.
Cartwright, Linda R.
Chanin, Maurice M.
Claveria, Roberto H.
Cline, Kenneth

Cohen, Julia
Connolly, Martha
Cooper, Annette
Copeland, Anita R.
Correa, Magda

Cummings, Nadine F.
Cunneen, Mary E.
Dama, Rose M.
Deleonardis, Mary L.
Demes, Katherine H.

DeVuono, Frances K.
Diguido, Florence
Edelman, Lillian
Edelnant, Nathan
Einhorn, Esther
Eisenstein, Norman
Erenberg, Nina
Farbstein, Isadore

Feldman, Birdye
Fink, Norman
Floriani-Draher, Patricia
Fogel, Clara
Franks, Lillian S.

Friedman, Evelyn
Gagliardo, Andrew
Gardner, Irving
Gerber, Lena
Glick, Bess

Globus, Jean
Goldbarth, Fannie
Goldman, Echo
Goldstein, Anna R.
Goldstein, Margaret

Gonnerman, Cecile F.
Granias, Georgia J.
Grant, William

Guitart, Eddie J.
Gustafson, Maria
Hammer, Norma S.
Hart, Anthe
Hatzis, Pete

Helfgott, Helen
Hoffman, Robert F.
Horoczi, Sandor E.
Horton, Florence M.
Huet, Emma L.

Jacobsen, Jeanne
Jacobson, Lorraine
Javinsky, Betty W.
Jones, Eileen E.
Kaplan, Adelle R.

Kapner, Stephen
Kane, Mildred
Kawabata, Mary
King, Ruth M.
Klein, Meyer

Koch, Henry R.
Kornacker, Sarah G.
Kosover, Anna

Kovitz, Molly
Kurshenbaum, Esther
Kurshenbaum, Sam
Landis, Bernard
Leavitt, Ben

Leibovich, Esther
Linehan, Marie
Loeb, Sam
Ludwig, Saul
Mahoney, Eileen

Mandell, Vera D.
Mangos, Gus G.
Mann, Irene E.
Marcus, Max and Grace
Maremont, Adeline S.

Mayol, Fernando J.
McCarthy, William R.
McGovern, Owen
Mehr, Jerome
Michel, Ruth S.

Minogue, William P.
Mitchell, Asher J.
Moizes, Bertha

Monarch, David T.
Moran, Waldron
Neff, Catherine
Nowicki, Andrew
Nunez, Anne L.

Okabe, Thomas S.
Parr, Arthur W.
Pendergast, David
Petkos, Mike
Petrarca, Angelo A.

Pollack, Rose
Press, Alec S.
Reitman, Rae
Remish, Alexander
Rezman, Annie E.

Richter, Elwyn
Ripstein, Edith
Ritz, Paul
Robertson, Robert F.
Rosenberg, Selma

Schaps, Helen
Schlosberg, Lester
Schneider, Julia K.
Schultz, Marie
Schonberger, Sidney
Schrager, Lucille L.
Schraml, Walter
Schwartz, Marshall

Scolnick, Frieda
Shaw, Lois C.
Snider, Milton J.
Snitovsky, Florence
Somers, Helen

Spanitz, Margaret
Speiser, Maria
Stang, Hazel
Stein, Stanley H.
Storz, Gertrude

Suessman, Hildegard
Swimmer, Gertrude
Tanash, Olga
Tantow, Frances
Teichman, Naomi

Tennenbaum, Joseph
Tenner, Evelyn
Tescher, George C.

Tilkin, Eli and Shirley
Touhy, James E.
Tracy, John P.
Trock, Muriel
Turkin, Elizabeth
Tyree, Kathleen
Unger, Trudy
Urman, Dorothy
Vanderstraeten, Pauline S.
Velich, Tom B.
Waller, Beatrice
Ware, Helen A.
Washtien, Joseph L.
Weber, Seymour
Weeks, Ruth
Weiss, Joseph
Weiss, Rayda
White, Edward T.
Wicht, Ida
Wold, Alex
Yanoff, Morris
Yashon, Dorothy
Young, Clare
Zaborowski, Catherine
Zaremski, Morris
Zemel, Jack A.
Zilberbord, Samuil

BY ALDERMAN DOHERTY (41st Ward):

Abezetian, Noyemi
Adams, Geraldine P.
Aitken, Thomas A.
Alvarado, Anthony B.
Amelio, Carmela
Anast, George H.
Anderson, Florence M.
Anderson, Harry O.
Anderson, Mary
Andricopoulas, Paul and Catherine
Arcara, Yolanda
Arkuszewski, Frank T.
Arnone, Angelo
Aufmkamp, Olga

Augustyn, Edward H.
Auramopoulos, Koula
Baker, Gertrude
Balon, Anthony T.
Barranco, Angela
Barris, Lucille
Barry, Margaret M.
Baysinger, Alyce L.
Behling, Dorothy M.
Bell, Eleanor
Bell, Robert W.
Bellomy, Adeline A.
Benedetti, Enzo
Beninghoff, Lilly
Berg, Alyce D.
Bibikes, Bessie Z.
Blake, Patricia
Blankenship, Grace
Block, Herbert H.
Blowers, Helen C.
Bobel, Doris
Bono, Catherine C.
Borchmann, Elizabeth
Bove, John R.
Boyer, Lillian M.
Bradley, Annette M.
Bradley, Catherine M.
Brugger, Robert
Bruno, James C.
Bruno, Rose
Bruns, Agnes
Brydacki, Stanley
Buchholz, Florence A.
Burkoth, Dorothy M.
Bukowski, Eugenia
Burns, Andrew
Buscaglia, Ann
Bush, Charleyne
Busse, Bonnie
Byers, William S.
Byrne, Bridget
Byrne, Dorothy M.
Caldwell, Anne P.
Calt, Thomas H.
Cameron, Isabella M.
Campbell, Mary

Cappetto, Lena
Carlson, Marie J.
Cascella, Joseph
Cawley, Anthony J.
Cella, Isabelle

Chamouille, Georgette
Chitty, Thais G.
Chmielewski, Marie
Chmielowski, Irene E.
Chodkiewicz, Mary

Choffnes, Leonard
Christensen, Gertrude W.
Christensen, Glenn L.
Christiansen, Burnell A.
Christy, Jean

Cierlik, Walter S.
Ciomei, Ella
Clasen, Vivian M.
Coduto, Donald
Collias, Gust

Collier, Leona R.
Colonna, Mary R.
Colucci, Evelyn

Conforti, Anthony B.
Corboy, Edmund J., Sr.
Cotelle, Della
Cowie, Eilene
Coyne, Mary

Cressell, Dorothy E.
Czarnecki, Dolores
Dalum, Wilbert C.
Daly, Mary S.
Damata, Laura

Dangard, Vasso B.
DeAngelo, Joanne
Debiase, Elizabeth
DeFranco, Anthony and Annette
Delaney, William J.

Demetros, George W.
Demetry, Louis
De Michael, Mary F.
Denardi, Eva S.
Dickau, Raymond and Esther

Diezel, Norma P.
Digulla, Dorothy A.
Dilgard, Donald

Dillon, Vivian R.
Di Maggio, June
Di Muzio, Marie
Dindia, Mary
Doering, Louis H.

Donatelli, Anthony
Donovan, Louise C.
Dougherty, Mary L.
Drogosz, Sophie M.
Ducar, Edward

Duchin, William T.
Duda, Helen L.
Dudek, Marilyn H.
Duffin, James B.
Dugan, William

Dvorak, Marie E.
Dvorak, Vaclav
Ebeling, Esther R.
Ellinger, Shirley R.
Elliott, Eileen

Ellis, Virginia
Emanuele, Louise
Engberg, Svea
Engel, Eugenia W.
Fagiano, Louise H.
Farioli, Christina M.
Feit, Helen
Ferolo, Constance

Ferson, Dorothy
Fezzuoglio, Joseph
Fick, Anna
Fidanze, Henry
Filpi, Margaret S.

Finnegan, Cecilia L.
Fiore, Rose A.
Fithian, Golda M.
Fitzpatrick, James A.
Fjeldheim, Elizabeth S.

Flemming, Edward
Flood, Blanche V.
Fogarty, Evelyn L.
Frank, Lillian C.
Franklin, Ruth

Fredericksen, Shirley M.
Freitag, Howard C.
Frieb, Adelaide

Fuchssteiner, Virginia G.
Gabel, Betty J.
Galvin, Lucy D.
Garcia, Rose J.
Garippo, Mary
Garvey, John T.
Garzonetti, Emily M.
Gasero, Rosemarie
Gattorna, Louis A.
Geller, Joseph and Rose
George, Philip M.
Gettes, Dorothy L.
Gialessas, Sofia N.
Giambrone, Anna M.
Giambrone, Marietta
Gibson, Gerald J.
Gordon, Josephine
Gorr, Marie
Grabowski, Grace
Granhold, LoRaine
Grazier, Lorraine M.
Greco, Russell T.
Grieco, Antonia and Alex
Griesenauer, Ruth
Groth, Laverne F.
Gudze, Joseph
Guida, Joseph C.
Guido, Grace
Gundel, William A.
Gunderson, Hope
Gunther, Virginia R.
Guzaldo, Cecelia
Halick, Richard E.
Halvorsen, Lowell Nicholas
Hansen, Irene
Hansen, Kenneth B.
Harding, John L.
Hardy, Ebba
Hastings, Lois L.
Hayes, Hollis E.
Head, Dorothy G.
Healy, Marion P.
Herdzina, Dorothy M.
Herzog, Margaret
Hester, Mary E.
Higgins, Lois M.

Highland, Elmer S.
Hill, Lena G.
Hilliard, Virginia A.
Hoehne, Irma G.
Hoffman, Charlotte W.

Hofmann, Erwin A.
Hokenson, Florence M.
Holvsz, Loretta M.
Hopkins, Julia
Houvouras, Aphrodite

Howe, Violet K.
Hrasko, Edward M.
Hubick, Florence
Hughes, Amy
Hunt, John A.

Ides, Olga
Idstein, Mary K.
Ilice, Geneva
Intrieri, Mary L.
Ireland, Vivian M.

Isaac, George W.
Isacson, Dorothy
Issel, William A.

Jacobek, H. and F.
Jacobs, Esther B.
Jaeger, Wilfred M.
Janowiak, Raymond
Jensen, Angeline I.

Joanides, Polixene
Johnson, Frederick M.
Johnston, Dorothy M.
Kaczmer, Eleanor
Kalchbrenner, Frank

Kane, James T.
Kanen, Mary
Karmowski, Frances, M.
Katzenbach, Robert J.
Kedzierski, Irene

Keller, Reinhold
Kelley, Frances M.
Kenney, John B.
Kensek, Michael
Kersch, Anna

Kissane, Joseph
Klekotko, Lucille
Klement, Lorraine H.

Kluss, Minnie
Knuth, Willfred F.
Koclanis, George N.
Koehler, Auguste
Koehler, Charles
Koehler, Henry G.
Koffend, Paul
Kohn, Eva
Kolinski, Helen
Konrad, Anne
Konrath, Frieda
Kontopoulos, Betty
Kovac, Paul
Kozak, Violet
Kozielek, Aloysius A.
Kozlowski, Florence
Krebs, Phillip
Kreps, Orrin C.
Krol, Constance
Krupa, Stephanie A.
Krys, Frank
Kuhns, Mary T.
Kurowski, Isabelle
Kush, Martha C.
LaDolce, Blanche E.
Lally, Mary E.
Lange, Harvey
Langer, Ned
Langford, Richard A.
Lanuza-Rojas, May
Larosa, Frank
Lathrop, Dorothy
Laureto, Marie E.
Legittino, Lena A.
Lehst, Harold J.
Leibovitz, Murray J.
Lelito, Udine
Lenahan, Vera
Leone, Ann
Lepek, Genevieve T.
Lepore, Michael V.
Lestina, Roselle J.
Ley, Rita C.
Lezak, Dorcas R.
Lieggi, Joseph
Lindrup, Rose I.

Lipuma, Mildred E.
Loconte, Vito
Loebbaka, Rosemary K.
Lomasney, Marcella B.
Lorenc, Maria

Lucas, Edward
Ludtke, Menard F.
Lukas, Marie S.
Lurtz, Doris P.
Lyndon, Sarah A.

Macina, Anna
Maczka, Eugene J.
Majchrowski, Stefania
Makrinski, Aida L.
Maloney, Catherine B.

Mancini, Catherine
Mantell, Rochelle J.
Marek, William J.
Martin, Ruth
Marx, Edward B.

Marx, Hans
Mascari, Salvatore and Agnes D.
Maslo, Isabelle

Materko, Rose
Mathisen, Caroline V.
Matyskiela, Lillian R.
Mauldin, Adele N.
Maurer, Agnes

McCann, Albert L.
McLaughlin, Martha M.
McManamon, Kathryn M.
McNichols, Thomas J.
McNulty, Jean M.

McNulty, Margaret
Meddy, Bernice A.
Mezzano, Thomas L.
Miano, Loretta
Micek, John P.

Michelini, Dorothy E.
Micheluzzi, Ferruccio M.
Miller, Helen F.
Miller, Hildegarde M.
Miller, Lewis J.

Miller, Rita C.
Minea, Marian K.
Misic, Steve

Mitchell, James
Moberly, Dorothy C.
Muellner, Mary
Muir, Evelyn K.
Mulvey, Catherine Y.
Murphy, Verna E.
Murray, Gertrude E.
Myers, Ruth B.
Nadherny, George C.
Naugle, Dorothy
Nawrocki, Irene D.
Nedza, Loretta
Nee, Kathleen
Neenan, Mary Jane
Neumann, Robert V.
Newman, Mildred
Nicolet, Florence
Nicpan, Eleanor
Nielsen, Gabriella
Niemiec, Eugene
Noel, Willie J.
Novak, Kathleen A.
Nowak, Sophie
Nyberg, Clemence W.
Oberhardt, Robert N.
O'Connor, Agnes E.
O'Connor, Lucille C.
O'Connor, Marion A.
O'Donnell, Winifred A.
O'Gradney, Alexander J.
Ojeda, Lorraine
Olen, George R.
Olson, Bernice V.
Olson, Cecelia L.
Olzeski, Lucille
O'Neill, Louise D.
O'Neill, Margaret D.
O'Toole, John T.
Ovcharchyn, Stephanie
Palm, Alice
Panczko, Frank J.
Papa, Mary C.
Parenti, Esther
Parrillo, William J.
Pattison, Josephine K.
Pavis, Sylvia T.

Pavlik, Frances M.
Pawlish, Anna C.
Pawlowski, Lucian
Pawlowski, Mary
Perotto, Emma M.

Peruzzato, Albert
Peters, Andrew J.
Peterson, Marion A.
Peterson, Patrick A.
Petroski, Mary J.

Phillips, Nicholas
Pickert, Eva
Pipitone, Ralph
Pizur, Lollie V.
Pizzo, Salvatore

Pociask, Helen
Pociask, Natalie
Pociask, Tony
Polan, Josephine
Polizzi, Joseph

Popp, Martha
Porucznik, Mary
Post, Ann

Priko, Louise G.
Prymaczek, Louis
Przybylowski, Walter
Pursley, Mary E.
Ranallo, Fred M.

Randazzo, Anthony
Raney, Myrtle L.
Raniere, Violet
Rann, Edwin J.
Rasmussen, Merle L.

Ratarac, Duke D.
Reger, Luella R.
Reulein, Inga E.
Reynolds, Doyle Eugene
Richter, Margaret S.

Ries, Anita
Riley, John J.
Ringa, Frances A.
Rinozzi, Virginia J.
Roche, Patrick J.

Roeder, Alvin H.
Roehrig, Robert C.
Rohde, Gertrude B.

Roman, Joseph F.
Romano, James J.
Rosenberg, Ernest W.
Rosenberg, Owen C.
Rubenstein, Ruth

Rush, Gerald A.
Rusin, Josephine E.
Ryan, James P.
Rybarski, Antoinette V.
Rzepka, Harry A.

Sadler, Lillian M.
Sagan, Joseph
Salomone, Dorothy L.
Sandberg, Elizabeth M.
Sannicandro, Theresa

Schauer, Marie M.
Scheurer, Martha V.
Schifo, Paul
Schindler, Margaret H.
Schnatterbeck, Joseph

Schneider, Caroline
Schnitzer, Bernice A.
Schmid, Violet L.
Schnell, Patricia M.
Schultz, Leroy P.
Sciacca, Daniel
Scott, Walter R.

Selonke, Mildred A.
Serb, Frances K.
Serpico, Sophie
Sharpness, Mary L.
Shrum, Marian G.

Siarkiewicz, Edward
Sidley, George R.
Sienko, Frederick R.
Siessman, Corinne
Silvestri, Anna

Sizer, Esther E.
Skau, Adolfo
Skrzypek, Julia V.
Slome, Lorraine
Smith, Bernice E.

Smith, Helen M.
Smith, Pleas J.

Sobel, Genevieve
Soitz, Bernice C.
Spapperi, Anne
Sparks, Evelyn
Speer, Catherine B.

Steggers, Hildred R.
Sroczynski, Estelle
Stelmach, Louis S.
Stewart, Mae T.
Stingley, Keith W.

Stipali, Samuel
Straper, Euphemia P.
Straza, Steve
Sutor, Hildegard E.
Swanson, Martha

Sweeney, Margaret M.
Swieca, Thaddeus
Szafraniec, Lottie T.
Szafranski, Valerie E.
Szypulski, Dorothy M.

Tarala, Juliana
Tebes, John
Tenk, Frank J.

Teuber, Dorothy M.
Thyer, Warren E.
Tietz, Dolores A.
Timmerman, Elaine
Tobin, Antoinette G.

Tomaszkiewicz, Thaddeus F.
Tomoleoni, Angelina
Tough, Lorraine J.
Traficanti, Grace A.
Tripp, Helen M.

Trykoski, Florence M.
Tsengouras, Helen
Tsuruda, Tomochi
Tuazon, Ruperta L.
Tumasz, Eugeniusz

Tunno, Katie A.
Turadek, James W.
Turek, Bernadette M.
Tyler, Lucille E.
Valla, Katherine M.

Van Eycke, Margaret I.
Vahey, John B.
Venditti, Angelo

Vennitti, Jeannette
Ventura, John
Vertucci, Vivian A.
Viola, Emily C.
Wagner, Donald
Waldron, Ruth L.
Wallace, Jane G.
Walsh, James A.
Walter, Emily
Walton, Marie A.
Warmouth, William H.
Warnock, Katheryn A.
Webb, Ruby L.
Weis, Wesley F.
Wencel, Mary A.
Werhan, Lionel C.
Wezalis, Edward A.
White, Olive
Wilczenski, Jean J.
Wilkalis, Wallace J.
Wilson, Bodil
Wiwat, Alma G.
Wleklinski, Helen J.
Wolff, Richard L.
Wolowicki, Edmund F.
Wolski, Josephine
Wrobel, Alfred
Yankee, Virginia
Zbikowski, Wanda H.
Zeman, Marianne
Zering, Marie R.
Zimos, William J.
Ziomek, Joan S.
Zito, Anthony
Zitzmann, Klara
Zmuda, Grace E.

BY ALDERMAN NATARUS (42nd Ward):

Abelson, Hope A.
Abelson, Laura
Abrams, Edith Levy
Abrams, Marjorie
Adelman, Harry
Albano, Leona M.

Alekno, Helen E.
Allen, June
Alschuler, Beatrice
Altbach, Milton
Anderson, William A.

Applebaum, David
Aries, Marie L.
Armstrong, Edwin R.
Armstrong, Janet M.
Arterburn, Isabel

Asato, Leona C.
Asher, Harry H.
Asher, Norman
Atlass, Theresa B.
Atwood, Frances A.

Auerbach, Marc J.
Badgley, Elizabeth M.
Bahr, Lorraine
Baker, James E. S.
Balaban, Elmer

Banner, Marian
Barborka, William V.
Barker, Paul

Barnett, Veronica
Barry, Norman J.
Bartell, Jean
Baschnonga, Stephen A.
Bass, Isabelle C.

Beall, Ingrid L.
Beaven, Eileen N.
Becker, Bernice H.
Beebe, Robert and Ruth
Behr, Elsa J.

Behr, Mildred P.
Beller, Lou
Benesch, Beatrice B.
Benjamin, Lillian R.
Berg, Edith

Berg, Roselyn M.
Berger, Jack C.
Berger, Marjorie S.
Bergere, Jean
Bergman, Nora

Berkson, Sadie F.
Berman, Bennett I.
Bernik, Joseph M.

Beron, Natalie
Berthoud, Paul M.
Bilsky, Moses
Bioff, Frances
Birndorf, Beryl A.

Blankenstein, Rosalyn
Blau, Sam J. (2)
Block, Sidney
Blumberg, Elliott
Blumenthal, Doris O.

Blumenthal, Frima H.
Bobins, Elaine E.
Boehm, Nathan H.
Bogolub, Mildred
Bomash, Helen

Borello, Clara M.
Bornstein, Ira
Borowitz, Joseph
Borsos, Bela
Bowden, John W.

Bowden, Margaret A.
Bower, Jeanne
Boyden, Dorothy M.
Boynton, Grace K.
Brabec, Mae Rose
Brady, Harriet B.
Brady, Hazel
Braeno, Henry W.

Brahill, Lucille
Brand, Estelle M.
Brandt, William E.
Branson, Sam
Braun, Saramae

Braune, Mildred M.
Brawar, Rose
Breen, Frances L.
Bristow, Alexandra L.
Broch, Henry

Brodkey, Roslyn F.
Brody, Rose A.
Brown, A. H. Calef, Jr.
Brown, Alice
Brown, Cecil T.

Brown, Donald D.
Broza, Angeline A.
Buchbinder, Henry M.

Buckmaster, Lu
Buddington, Thelma D.
Budwig, Samuel M., Jr.
Bullas, Helen E.
Burbulis, Christine K.

Burke, Estelle
Burke, Margaret R.
Burns, Betty B.
Bush, Harold
Butler, Mary Ellen

Byman, Helen O.
Cahen, Daniel
Calhoun, Kathleen E.
Campione, Gladys
Cannon, Helen M.

Carlucci, Thomas A.
Carroll, Jean
Carson, Veronica
Carter, Helen Z.
Casella, James A.

Cernok, Lillian M.
Chakiris, Kenneth
Chapman, Bernard

Charmatz, Lester
Chayes, Vivian R.
Chesrow, Angeline
Chizewer, Esther
Cichon, Louis E.

Cipolla, Carl J.
Clark, Raymond K.
Clayman, Charles
Clayton, Russell J.
Clingman, Ann

Coburn, Aida
Coe, Ida C.
Coen, Thomas J.
Cohen, Lillian
Cohen, Marvin R.

Cohen, Stanley
Cohn, Rosaline
Colburn, Lewis J.
Cole, Morton
Coleman, Sherl K.

Colitz, Ira
Conger, Dorothy L.
Connell, William M.

Conrad, Charles
Consovoy, Frances
Conway, James L.
Cooney, Rita M.
Cooper, Bernard H.

Cooper, Cora
Cooper, Shirley
Cooperman, Seymour A.
Coopersmith, Sylvia
Cornelius, Nelson D.

Corzinee, Bernadene
Coulson, Jane J.
Cowlin, Marcia L.
Cronin, Hazel R.
Cronin, Robert

Crook, Marilee
Crotty, Carol M.
Crowell, Patricia
Cua, Santiago
Culbert, Eve

Cummings, Anne F.
Curlette, Robert H.
Dangler, David W.

Davee, Ken M.
Davis, Abram D.
Davis, Brooks and Elizabeth
Dawson, Robert T.
Decoster, Lucille

Dedeian, Miriam
Degnan, Catherine M.
Delapaz, Donna M.
Delchicca, Lillian E.
Delich, June G.

Delighter, Albert
Del Rosario, Teresa
Dennis, Wheeler
Dharam, Paul
Dienhart, John W.

Dillon, William A.
Dipichay, Willi
Distenfield, Sarah
Dodek, Katie
Doetsch, Virginia L.

Dorfman, Ethel
Douglas, Marjorie
Dowd, Mary K.

Dowd, Mary M.
Dowrie, Dorothy S.
Dreher, Lilian M.
Drewery, William P.
Dreyfuss, Elsbeth

Dry, Florence
Dunhill, John S.
Dunsky, Pauline
Dutton, James N.
Dworin, Bernard

Dyrek, Frances M.
Eager, Allen
Eardley, Catherine B.
Ecker, Edith
Edelstein, Marian L.

Edlis Stefan
Edson, Eugene H.
Egel, Paul M.
Ehrlich, Jack
Ehrlich, Reed N.

Ehrlish, Shirley V.
Eisenberg, Karl S.
Ellman, Beverly R.
Elman, Irwin M.
Engel, Erna S.
Engle, Marie A.
Epstein, Dorothy
Ericson, Margaret

Ernst, Ruth M.
Essig, Dorothy J.
Ettelson, Robert G.
Evans, Earl A. Jr.
Everett, Leonard

Fainman, Selma
Fairfield, John L.
Fantl, Nat F.
Fein, Bernice M.
Feldman, Stanley

Feldmar, Sam J.
Fels, Jerome L.
Ferguson, Nadine
Ferris, Mary C.
Ferry, Audrey

Feuerstein, Seymour
Figueroa, Catherine H.
Fink, Louise G.

Fischer, Gordon R.
Fischer, Jessie G.
Fischer, Ruth S.
Fisher, Muriel K.
Fitzgerald, Mildred C.

Fligman, Berenice D.
Foley, Geneviene
Foster, Blanche M.
Foster, Eleanor F.
Fox, George W.

Franche, Virginia E.
Frank, Elizabeth H.
Frank, Mildred
Frankel, Marian
Franklin, Meyer

Frazer, William H.
Freudenthal, Helen A.
Fried, Sally
Friedland, Pearl
Friedman, Ann

Friend, Dorothy
Frigo, Johnny
Gaan, Elizabeth
Gahan, Eleanor M.
Gair, Sondra
Gallagher, Veronica P.
Gallo, Genevieve
Galowich, Leah R.

Gans, Leo
Gardner, Jeannette C.
Gavatin, Ester
Gelbin, Matthew A.
Genesen, Louis

Gianasi, Charles A.
Gifford, Marian J.
Gilloon, Elinor
Giuntoli, Marguerite
Glaser, Frank W.

Glaser, Marjory W.
Glick, Joel
Glick, Robert R.
Glickman, Annette
Gluth, Robert C.

Goldberg, Berdene
Goldblatt, Bernice
Golden, Margaret M.

Golden, Marshall
Goldman, Norma P.
Goldsmith, Joan R.
Goldstein, Arnold D.
Goldstein, Bernard

Goldstein, Clarice
Goldstein, Lee
Goldstein, Lillian N.
Goldstine, Stanley M.
Golub, Goldie

Goodhart, Jerome
Goodman, James H.
Goodman, Robert L.
Goodman, Samuel M.
Goodrich, Bernice

Gordon, Arthur
Gordon, Berenice
Gordon, Herbert
Gordon, John R.
Gore, Jerome

Gorman, Thomas Y.
Gottlieb, Evelyn
Gottlieb, Richard H.

Gould, Louis
Graff, Leonard L.
Grauman, Gladys W.
Green, William H.
Greene, Evelyn R.

Greenfield, Paul
Grill, Ethel L.
Groman, Evelyn
Grosby, Audrey
Gross, Jerome A.

Grossberg, Bessie M.
Grossman, Ruth
Gruber, Louis J.
Gurvey, Roy
Guthman, Leo S.

Gutman, Lucille
Hambleton, Chalkley J.
Hammerman, Charlotte
Hammerman, Laura
Hampton, Robert W.

Hance, Harriette
Hanna, Ness R.
Hannema, Philip A.

Hanes, Georgia P.
Hanson, Bonita
Harris, Irving
Harris, Marjorie R.
Harris, Marvin V.

Harris, William D.
Harrison, Stanley
Hartnett, James P.
Harvey, Evelyn L.
Harwood, Robert

Haug, Elsie
Hauslinger, Morton J.
Haverkampf, Gordon and Frances
Havey, Thomas W.
Hayes, Clara

Hazlett, Catherine P.
Heatter, Gerald R.
Heineman, Ralph
Helford, Rosaylin
Helpern, Beatrice

Henry, Loretta A.
Hensler, Alvera M.
Herbert, Antonia

Hersch, Clarice
Hersh, Jerome I.
Hershenson, Sadie
Herstein, Marianne
Hess, Sidney J., Jr.

Hill, Dorothea
Hill, William H.
Himmel, Ivan
Hirsch, Patricia L.
Hirte, Marie

Hoeffer, Frances E.
Hoehn, Gerald L.
Hoffman, Marie
Hoffmaster, Jean
Hogan, Rebecca C.

Hollander, Marshall
Holleb, Gertrude
Holtman, Ruth
Homer, Shirley J.
Hopson, Margaret R.

Hornby, Doris
Hornik, Mildred D.
Horwich, Franklin

Horwich, Gertrude
Horwitch, Adeline
Horwitz, Marian D.
Hosek, Edward F.
House, Ruth

Howe, Sarah
Hunt, Grace K.
Hunter, Virginia R.
Hurja, Marijane
Hurvitz, Harold

Hutchinson, Margaret L.
Hyman, Irving M.
Imarisio, John J.
Inouye, Tohru
Ireland, Lily

Irwin, Dorothy A.
Isador, Betty-Jane
Jacobs, Edward, Jr.
Jacoby, Barbara B.
Jarolim, Irene

Jarzebska, Danuta
Jercinovic, Branko
Jensen, Raymond A.

Johnson, Alva
Johnson, Eunice W.
Johnson, John H.
Johnson, Marie B.
Johnson, Phyllis A.

Johnson, Walburg E.
Johnson, Wallace D.
Jones, Anne K.
Jones, Christine H.
Jones, Louise P.

Jones, Robert W.
Joseph, Albert R.
Kadinger, Marjorie
Kadison, Joseph
Kagen, Irving

Kale, Sol
Kallin, Donald J.
Kamerman, Helen
Kanefield, Albert
Kantoff, Morton H.

Kaplan, Isabelle
Kaplan, Sheldon I.
Karedis, Johanna

Karel, James S.

Karesh, Jacqueline N.

Kark, Julia E.

Karlin, Alvin

Kasmirs, Rita E.

Katz, Ann

Katz, Harry

Katzman, Etta

Kaufman, Marilyn

Kaufman, Tyrus L.

Kavka, Jerome and Georgine

Kawamura, Sueko

Kaye, Mabel

Keeley, William, Jr.

Keeshin, Marcelle G.

Keller, Doris Jean

Kenig, Ida

Kennedy, Alys H.

Kennedy, Jane

Kenny, Ruth B.

Kenoe, Henry W.

Kerman, Alma S.

Kern, Helen R.

Kerner, Oliver J. B.

Kernohan, Carmel N.

Kessel, Sybil

Kidston, Alan R.

Kienlen, Louis J.

Kiley, Virginia E.

Kilmnick, Jeanette E.

Kilpatrick, Maryellen

Kite, Harold

Kitzing, Fred

Klammer, Hedwig

Klein, Betty Lou

Kloak, George

Klowden, Rose L.

Koch, Harriett

Koffler, Samuel W.

Konitzer, Marie I.

Koopersmith, Betty F.

Koplar, Alan E.

Kosner, Edward

Kostman, Milford F.

Kotar, Ruth M.

Kotula, Alice

Kramer, Della
Krasnow, Florance
Kraus, Paul L.
Krieg, Beverly H.
Kriloff, Louis

Krolak, Paul
Kronenberg, Frank
Krumholz, Mary
Kuchnecki, Zozislaw
Kuhlman, Duska

Kuhn, Helen T.
Kulick, Maria S.
Kulis, John C.
Kundrat, Theodore
Kupferberg, Irving

Kurland, Genevieve
Kutchins, Edmund
Kyts, Robert B.
Laemie, Mildred N.
Lang, Roy

Langford, Eleanor M.
Lanzilloth, Gian M.
Lapinsky, Sadie

Larsen, Gerald H.
Larson, Ben T.
Larson, Nancy C.
Lasine, Elaine
Laud, Sara Edna

Lavin, Inez W.
Lavin, Marshall R.
Lawrence, Bessie F.
Lawson, Albert T.
Lebousky, Ida

Lee, Pamela
Leftwich, Harold A.
Leiboff, Bernice
Leibson, Benton E.
Leigh, Elizabeth S.

Lerner, Isadore
Lesly, Philip
Lessman, Ida O.
Letchinger, Marvin
Levenberg, Jerome L.

Leventhal, Seymour
Levi, Jim
Levin, Adele S.

Levin, Albert
Levin, Edward
Levin, Lewis
Levin, Libby
Levin, Martell T.

Levine, Shirley
Levinson, Betty
Levy, Ann Magad
Levy, Ethel
Levy, Herbert

Lewis, Bertram
Lewis, Beryl M.
Lewis, Helen
Lewison, Shirley
Lichtenstein, Irene B.

Lieberman, Richard
Lieberman, Sylvia
Lifchez, Zack I.
Lindar, John R.
Linta, Sylvia

Lipman, Frances B.
Lippa, Portia
Lipschultz, Gloria

Liss, Clara F.
Litt, Shirley
Littner, Ner
Logan, Reva
Lomastro, Richard

London, Jean
Loucks, Ralph B.
Louer, Susan S.
Lubin, Tillie K.
Lundquist, Carmella

Lustman, Samuel J.
Lutz, James
Lutz, Lillian L.
Lyons, Rose
Mack, Gertrude I.

Macmahon, Harold B.
Maddocks, Lee M.
Maheras, Maria
Maier, Phylis
Malkin, Evelyn S.

Malnekoff, Nathan
Malnekoff, Nathan S.
Manasse, Dorothy S.

Mandarino, Florence
Mann, Gertrude A.
Mann, Harry A.
Marcus, Wilbur
Markham, Vera

Markman, Frances
Markovitz, Marion B.
Markus, Fred and Ruth
Marreck, Ann
Marsch, Rose

Marsh, Eleanor
Mason, Frances L.
Massaro, Robert J.
Mattes, Bernice
Matthies, Harold J.

Mayer, Annamarie M.
Maurello, Carl
McCallum, Gwendolyn M.
McCann, Ruth E.
McCaslin, Geraldine

McElligott, John A.
McGillicuddy, John
McGrath, Theresa M.

McHale, Katherine
McKeague, Roger J.
McKugo, Eileen
McLaughlin, Lillianne L.
McMillan, Norman and Marjorie

McNeil, Ethelyn L.
McRae, Hilda G.
Medow, Arthur
Mehlman, Lester and Janice
Meister, Janice

Meister, John R.
Meitus, Harold
Mell, Bella
Menaker, Gerald J.
Mendelowitz, Mary J.

Mendelsohn, Ann
Mendelson, Rhoda S.
Merritt, Susan
Mertz, Donald J.
Mesirow, Freda

Mesirow, Shirley
Messe, Dena F.
Method, Margaret

Meyer, Beverly M.
Meyers, Bernard
Meyers, Mollie
Meyers, Rose
Miller, Edward J.

Miller, Harold B.
Miller, Ira
Miller, Louis
Miller, Robert
Miller, William J.

Miner, Charles L.
Minneci, Georgia
Minta, Eugenia E.
Mitteldorf, Leo B.
Moffatt, Elizabeth B.

Moore, Jenna
Moriarty, Marion F.
Morris, Sol
Moy, Roger Y.
Much, Joseph

Mulican, Charles L.
Murphy, Lydia B.
Murray, Jane E.

Myhrum, Margaret
Nadler, Norbert
Nadus, Brondell A.
Nagel, Walter
Narrod, Gloria

Nathan, Harriet B.
Nathan, Joseph
Nathanson, Jacob
Nation, Mary
Naylor, Charles W.

Neims, Irving
Neistein, Bernard S.
Nemirow, Betty
Nessif, Ruby
Neuberg, Leroy

Neuert, Paul C.
Neuman, Lawrence
Nord, Henry J.
Norton, Doris
Nothiesen, Margaret

Nowinson, Ann
Nudelman, Alvin
Oates, James F.

O'Brien, Bernard M.
Ogle, Margery S.
Ohnemus, Faye
Ohringer, Maxine
O'Keeffe, William F.

Oppenheim, Mary G.
Orwin, Franklin
Oster, Morton H.
Paas, Walter
Pachman, Vivian A.

Panici, Virginia
Panter, Irwin
Paris, Irene R.
Parsons, Arrand
Parzen, Philip

Passman, Peter P.
Paul, Aaron K.
Paul, Albert W.
Paulson, Frances C.
Pearl, Erwin M.

Pearse, Claire
Pecken, Norman
Pecot, Roy C., Sr.

Penzik, Phyllis F.
Perkovich, Mark J., Jr.
Perlman, Anita
Perlstadt, Sidney
Perlstein, Nathan N.

Phillips, Harold
Phillips, Lila
Piazzi, Gloria
Pink, Etta W.
Pinkert, Aaron and Gertrude

Pirie, Jean
Plambeck, Eunice E.
Plast, Theodore
Polacek, Kathleen
Pomerantz, Bernard S.

Pontarelli, Raymond W.
Poole, Thomas
Popeil, Eloise L.
Pottage, John C.
Poulos, Nick

Powell, Bert
Prantis, Anna K.
Price, Harry H.

Price, Myron

Priester, Glen E.

Pritiken, Renee Z.

Pruskauer, Sylvia

Querfeld, Christine

Rabin, Pearl

Ralph, Barbara R.

Raven, Norma B.

Raymond, Letitia F.

Read, Helen J.

Reich, Steve and Margrit

Reiffel, Evelyn L.

Reitzes, Dietrich

Rest, David

Ribback, Constance

Rice, Dorothy K.

Rice, Duane

Rice, Melba L.

Riddell, Robert H.

Riemer, Mabel R.

Riffner, Anna

Ripps, Harris

Rissman, Burton R.

Ritsos, George T.

Robin, Albert

Robinson, Kitty K.

Rodgers, Elizabeth

Rodriguez, Maria I.

Roe, Florence

Roer, Bernard G.

Roland, Charles F.

Ronk, Robert

Rootberg, Philip

Rosen-Edes, Claire

Rosenbaum, Gabriella

Rosenberg, Norma K.

Rosenblum, Beatrice

Rosenbluth, Marion E.

Rosenfield, Martin

Rosenson, Lottie

Rosin, Joseph

Roth, Herbert L.

Roth, Monroe and Elaine

Rothschild, Adele W.

Rothschild, Viola

Rubel, Gerald

Rubenstein, Howard
Rubestein, Jean and Sam
Rubovits, Ruth C.
Ruby, Beatrice
Ruisard, Dorothy B.

Russell, Maynard
Ryan, Angela A.
Ryan, Kay May
Rymer, Barry
Sachs, Irene

Sachs, Jean B.
Sacks, Elaine C.
Sacks, Seymour
Sage, Josephone
Sahm, Nancy

Sakai, Henry
Salk, Mildred J.
Salomon, Melvin B.
Saltiel, Clarice
Saltzberg, Gerald B.

Samolsky, Eleanor Roe
Sanchez, Jose
Sang, Elsie O.

Sanger, Elaine J.
Sandberg, Alice L.
Sarazen, John J.
Sawyer, Kathryn M.
Schacht, Ada E.

Schaeffer, Gerald
Schaeffner, Lillian
Schatz, Sally
Scheffler, Milton M.
Scher, Dorothy

Scher, Roger
Schick, Rosemary
Schiller, Sidney S.
Schimberg, Sadye E.
Schirn, Janet

Schoenberg, Irene T.
Schoenstadt, Ben
Schlanger, Irene T.
Schlossberg, Devorah P.
Sciaky, Maurice

Shanoff, Audrey F.
Shapiro, Arthur
Shapiro, Gertrude

Schultz, Ann
Schultz, David
Schwartz, Harold
Schwartz, Norman
Schwartz, Selma
Schwartz, Theodore
Schwerson, Esther
Selan, Kate T.
Serota, Phyllis H.
Shankman, Jacqueline H.
Shavin, Edna D.
Shein, Faye A.
Sheldon, Carol
Sherman, Letty Jo
Shifrin, Martin B.
Shlaes, Evelyn
Shlaes, Ruth
Shore, Daniel H.
Shroyer, Mary
Shughrou, Patricia
Sider, Will
Siegel, Helen
Siegel, Sylvia
Sievers, Ronald
Silberman, David, Jr.
Silton, Herbert
Silverman, Faye
Silverman, Nettie R.
Simon, Meyer
Sincere, Lois
Sinn, Helen
Siragusa, Ross
Sitarski, Jean
Sivage, Elizabeth
Skirow, Nathan
Smith, Fern R.
Smith, George R.
Smith, Jean
Smith, Paul V.
Soans, John D.
Sol, Phillip
Solarz, Babette L.
Sostrin, Morris
Sparano, James W.
Sperling, Dorothy
Sperling, Lenore L.

Spivak, Irving
Sproesser, N. A.
Sproesser, Nils
Stacel, Marie B.
Stan, John J.

Star, Zelda
Stark, Leonard W.
Starkopf, Adam and Pela
Stayman, Adine S.
Steadman, Glynn

Steel, Helen
Stein, Benjamin
Stein, Jane K.
Stein, Letty I.
Stein, Louis

Stein, Sylvia
Stenhouse, Wallace J.
Stern, Bernice
Stern, Shepard
Sternfield, Lucile S.

Stevens, Doris L.
Stevens, Marzalie
Stiffel, Theophile

Stitzberg, Robert P.
Stokes, James
Stone, Jerome
Stone, Norma
Storako, Jeanette J.

Strang, Eileen L.
Strauss, Jerome F., Jr.
Strauss, Lucille
Strauss, Sylvia M.
Superfine, Edwin A.

Swade, Ruth
Swanson, Robert W.
Sweet, Bernard
Sykes, Heaton H.
Taman, Lewis

Tannenbaum, Philip
Targ, Bernice
Tarun, Donald W.
Tash, Dorothy
Taub, Robert G.

Taylor, Catherine R.
Telingator, Richard H.
Tepper, Norman N.

Terman, Sheldon S.
Thomison, Leo
Thornton, James D.
Traub, Myra R.
Trimble, Janice

Troka, James M.
Troost, Romaine
Tropp, Daniel and Maxine
Trulis, Rose M.
Tuber, Lauraine K.

Ueda, Osamu
Ukman, Alvin
Vanden Bosch, Margerite
Veenbaas, Fred F.
Ventura, Frank M.

Vogel, Diane
Von Mandel, Suzanne
Vuksan, Mihailo
Walen, Kathryn K.
Walters, Florence M.

Warber, Frank W.
Warshauer, Sidney
Warshawsky, Roy
Watson, Lyman W.
Waxman, Honey
Weibeler, Clara B.
Weil, Kate L.
Weil, Virginia

Weinblum, Max D.
Weiner, Morris
Weinfield, Edwin E.
Weinstein, Morris
Weis, Richard D.

Weisenberg, J. O.
Weiss, Alex
Weiss, Bertha
Weiss, Leo
Wells, Betty

Werd, Dorothy A.
Wessel, Sam
Wexler, Lenore L.
Wexler, Louis
White, Ida

White, James R.
Whitfield, Allan D
Whiting, Willie

Wiley, Ruth
Will, Howard C.
Will, Hubert
Willett, Phyliss D.
Williams, Herbert G.
Willis, Arnold L.
Willner, Madeline B.
Wilson, Raymond K.
Winner, Albert
Winogrond, Marjorie
Wiselman, David
Witherell, Elisabeth
Woff, Gladys
Wolfram, Elfredal L.
Wolin, Leon
Wolke, Marshall
Wolkonsky, Peter
Woodward, Morton
Woolford, Hiawatha J.
Wright, Mary K.
Yamasaki, Mary
Yassinger, Ruby
Yungmeyer, Elinor
Zahn, Frieda
Zechman, Helen
Zeisler, Edith
Zelak, Rose
Zellman, Frances
Zenoff, Dorothy
Zieff, Elaine
Ziff, Marion D.
Zimmerman, Hazel
Zitman, Hy Z.
Zivin, Alma
Zysman, Mildred

BY ALDERMAN BERNARDINI (43rd Ward):

Abrams, Philip W.
Abrams, Shirley F.
Ackert, Edith T.
Alcock, Gudrun

Allesee, Raoul
Arbetman, Sylvia
Archer, Charlotte
Armin, Marie
Arnold, Helen Jean
Arnold, Joseph E.
Aronson, Harold L., Jr.
Baer, Doris
Ballis, Harriett J.
Bard, Jacob M.
Baum, Irene B.
Belgrade, Sylvia F.
Beohm, Elizabeth
Berger, Theodore
Berkson, Ruth
Bernard, Irving H.
Binder, Martin R.
Blitz, Carmont
Bloom, Patricia A.
Boddy, Marjorie Tice
Bogert, George T.
Boggs, Joseph D.
Braude, Abraham S.
Briede, Elaine
Brodkin, Martin F.
Brophy, Corinne
Brown, Baird
Brown, Gloria
Brummer, Jean
Bryant, Daniel C.
Buller, June
Caldwell, Robert J.
Callen, Marjorie L.
Carr, Robert A.
Cecconi, Dina
Cogen, Clarice J.
Cohen, Thelma
Connor, Dorothy C.
Coopersmith, Lynn E.
Crocker, Diane W.
Cromelin, Katherine
Davidson, Anne Marie
Davies, Marshall F.
Dawson, Hanley
Dedmon, Claire L.
Dennstaedt, Edward W.

Dow, Virginia H.
Du Bow, Jack
Dwyer, Barbara B.
Ebinger, Edith F.
Edelman, Frank A.

Egan, Bernard P.
Egan, Evelyn P.
Erde, Frank
Erdevig, Eleanor H.
Falstein, Charlotte R.

Fea, Alice B.
Field, William D.
Filkins, Gilbert W.
Finkel, Sylvan
Fister, Laurine

Florio, Selma
Forman, Robert S.
Forsberg, Josephine
Friedman, Helen
Gailen, Winifred P.

Gaffney, Alice
Ganz, Esther L.
Getz, Emma

Gold, Harry D.
Goldberg, Evlynn
Goldberg, Harvey A.
Goldberg, Jerome Koss
Goldfinger, David

Goldman, Milton L.
Goldsmith, Helen
Gordon, Bernard
Gordon, Eleanor
Gordon, Jeanette

Gordon, Marion L.
Gore, Dorothy J.
Graham, Miriam W.
Gray, Melvin
Greenblatt, Sadelle T.

Greenwald, Lee D.
Greenwald, Lillian F.
Grossman, Dorothy
Grossman, William S.
Guzik, Lillian

Hagan, Alice C.
Harper, Ramey W.
Heller, Suzanne K.

Hendrickson, Gladys
Herst, Perry S.
Hickey, Marjorie G.
Hirshman, Doris
Holinger, Julia D.

Holleb, Marshall M.
Horwich, Daniel
Ibsen, Elmira B.
James, Mildred R.
Jacobson, Harold L.

Joseph, Jack
Judelson, Harold
Kaiser, Helen M.
Kane, Arthur O.
Kaplan, Philip

Kasakoff, Gertrude
Katz, William S.
Keck, Winonai W.
Kerpel, Hannah L.
Kessler, Edythe

Kevlyn, Sarah T.
Kezele, Edward J.
Kilroy, Patricia L.

Krashow, Helene
Krohn, Ruth
Kromer, Alvin
Lamos, Vera S.
Lancaster, Clare M.

Lauer, Elaine M.
Laurengo, Waldo A.
Lazar, Buryl J.
Leavitt, Esther G.
Levin, Harry

Levine, Anne
Levinson, Muriel
Levinthal, Lester M.
Levy, Mary
Lewis, Norman

Lipnick, Clarence S.
Lipsey, Lillian H.
Littman, Bruce A.
Margolis, Beatrice R.
Matross, Bobbe D.

Mayer, Jane R.
McKinley, Archibald
Mechler, John H.

Melamerson, Dorothy to Plotkin, Sylvia
Melas, Nicholas J. Plovan, Florence
Meyer, Norma L. Polk, Ethel
Mikelsons, Anna Potter, Charles and Barbara
Mildred, James Prikopa, John

Miller, Jacqueline C. Putman, Richard H.
Moore, Katherine Rabichow, Helen
Muhlrad, Clare R. Rader, Annette
Neely, Martha R. Ramsay, Charles E.
O'Grady, Jack Randall, Gertrude

Ollendorff, Klaus J. Rath, Christena V.
Olson, Mary Rath, Paul
Oscherwitz, Bernard and Evelyn Ries, Ilse
Pawlow, Beverly S. Riggs, Margaret Y.
Perlman, Lawrence Robert Emery S.

Peterkin, Dorothy S. Robinson, Jean C.
Peterson, Bendix Robson, Edwin O.
Fsister, Maureen Rodin, Anni
Phee, LaVerne Rosenberg, Nell
Phillips, John G. Rosenblum, Lya Dym

Pinzur, Goldye Roth, Keith
Place, Betty Rubinelli, Joseph O.
Plotkin, Manual D. Rudd, Nat H.

Ruffner, Shirley A.
Rummel, Zoe
Russinof, Patricia
Rust, Fern M.
Ruttenberg, David C.

Sallas, Anna
Savina, Michael
Schallmoser, Joseph M.
Schoenbrod, Charlotte M.
Schlitt, George J.

Schulgasser, Daniel
Schwartz, Arthur
Shapiro, Arthur L.
Shapiro, Norman D.
Shapkus, Evelyn

Shelgren, Mary Ann
Shoenbrod, Charlotte
Shopiro, Henrietta
Shure, Joseph P.
Siegal, Blanche

Siegel, Lillian P.
Sill, Marguerite H.
Silverman, Esther
Simmons, Eleanor
Simon, Marion E.
Simon, Seymour F.
Smith, Ralph A.
Solomon, Minnie D.

Sorkin, Leonard
Spiegel, Ruth B.
Springer, Lloyd S.
Springer, Olga M.
Steiger, Marion

Steinfeld, Manfred
Steuber, Kathleen D.
Stinchcomb, Maxine K.
Stoll, Carol F.
Strauss, Helmut

Swartzberg, Ruth
Tadman, Gloria M.
Taghert, Francis
Tecklenburg, Walter F.
Thomas, Beatrice J.

Thorpe, Paula E.
Unfanger, William
Ungar, Lisabeth

Wade, Burton J.
Wagner, Betty
Wagner, Robert L.
Wall, Burton
Wall, Nettie
Waller, Thatcher
Waters, Elsa
Webster, Hazel
Weil, Herta B.
Weinstein, Leonard
Weinzimmer, Lorraine
Westermann, Maxwell
Williams, Anne G.
Winter, Stanley H.
Witkowsky, Jack
Wollack, Arthur S.
Yeager, Alvin I.
Zable, Jack
Zarzycki, Alice
Zimbler, Harold L.
Zralek, Rosemarie

BY ALDERMAN HANSEN (44th Ward):

Abarbanel, Bessie
Abrams, Martin W.
Abrohams, Janice
Adelman, Beatrice M.
Adler, Marion
Agron, Robert C.
Arkanian, Vartan
Ash, Leonard A.
Barkan, Melvin
Baskin, Louis
Bauer, Carl A.
Bauer, Charlotte T.
Baum, Eric C.
Becharas, George S.
Becker, Esther
Belcove, Fred M.
Bern, Bebe R.
Bernberg, Nate
Bernstein, Dorothy
Bernstein, Sadie
Bespalow, Lillian
Bianco, Emily

Bick, Vera D.
Bierig, Henry
Bilas, Nadia I.
Binstock, Ruth A.
Black, Sylvia

Bliss, Sarah
Block, Bernard K.
Bloomberg, Leo
Blumberg, Rae
Blutter, Melvyn

Bogot, Miriam T.
Boshes, Louis D.
Brandis, Paula I.
Brandt, Martha and Hermina
Branzel, Sol

Bratmen, Eugene
Breyer, Rose Ann
Brode, George
Brouwer, Patricia J.
Brown, Abraham

Buchbinder, Robert
Bund, Frieda
Burns, Robert

Buslik, Lee
Buxbaum, Florence
Chase, Ann
Chukerman, Irwin E.
Clonick,Theresa B.

Cohen, Rose
Cohn, Esther
Collins, Morris
Colton, Ralph F.
Connelly,Veronica C.

Cooper, Louise
Cooper, Sheldon
Crawford, Mary Ann
Croisant, Edward D.
Curtis, Dolores

Deffenbaugh, Victory P.
Dewar, John A.
Dobrin, Al
Dombrowski, John N.
Donath, Ingrid

Dooley, Barbara F.
Dosmar, Tamara
Douglas, Charles R.

Draganov, Pepi
Dregosh, Amelia
Drexler, Lloyd and Evelyn
Driskell, Evelyn
Due, Verna

Duff, Helen
Eastline, Richard L.
Egan, Madonna M.
Eisenberg, Jack
Eldredge, Robert F.

Ellefson, David W.
Engel, Frida
Epple, Elisabeth
Evans, William
Feigenberg, Sandra

Feinberg, Estyr C.
Feldman, Lillian L.
Fineberg, Ruth R.
Fink, Mary
Fisher, Lester

Fisher, Libbie
Fishman, Marilyn
Flaherty, Gertrude

Flood, Shirley
Fried, Ethel F.
Friedman, Leonard D.
Fritz, Wilma B.
Fuhrer, Mildred

Garmisa, June
Garris, Estelle
Geary-Forch, Lillian
George, Mattina E.
George, Mildred L.

Gershon, Beatrice P.
Gerson, Betty
Gerstel, Diane
Gertz, Marvin
Geyer, Glen

Gold, Kitty R.
Gold, Lily
Goldberg, Anne
Goldman, Stanley M.
Goldsmith, Sally

Goldstein, Sidney J.
Goldstone, Adrienne
Gomberg, Max

Gould, Helen
Gorin, Marian
Green, Eleanor B.
Greilsheim, Henry L.
Griffith, John

Groupe, Irwin
Haas, Anita
Haas, Dorothy F.
Haas, Shirley
Haber, Rita R.

Hacker, Philip and Margaret
Hartman, Harold
Harvey, Lily
Heckmann, Martin
Hein, Charlotte M.

Hene, Harriett
Henikoff, Sylvia
Hennessy, Patricia I.
Heuerman, Donald H.
Hilton, Kay

Hine, Rosalie T.
Hirsch, Walter J.
Hochberg, Joseph

Hoffman, Melvin
Holt, Margaret
Holtzman, Max
Holtzman, Oscar
Howard, Marie E.

Hyman, Erwin D.
Jaffe, Lillian B.
Janousek, Marion M.
Kaiser, Fred
Kanter, Edward H.

Kanter, Jack
Kapche, Mable A.
Kaplan, Dave
Kaplan, Elaine
Kaplan, Sam A.

Katz, Bernard
Kaufman, Harold
Kellman, Betty
Kenis, Seymore
Keny, Maurice A.

Kessler, Elaine
Kipnis, Mary
Klitzky, Mark

Knepler, Henry
Kolen, Gladys
Konrath, Frank
Kopald, Gordon E.
Koplin, Sylvia

Kordupleski, Mary
Korshak, Muriel
Kreenberg, Norman
Krivo, Marcia
Kromrey, Edith G.

Landsman, Harriette K.
Lange, Yvonne E.
Lauren, Bernard
Leavitt, Jerome S.
Lenow, Martin

Leon, Harold
Levin, Henrietta
Levine, Aaron and Lois
Levine, Arnold
Levine, Bertha

Levine, Eve
Lichterman, Doris
Lirtzman, Lawrence
Liss, Sylvia
Loewy, Arthur
London, Esther
London, Philip
Lopez, Vincent

MacDonald, Andrew
Manolis, Stephen
Marcus, Jeanette
Martin, Charlotte N.
Mattfeld, Jacquelyn A.

Maynert, Everett N.
Mazurek, Louise M.
McIntyre, Robert P.
Means, Margaret
Mendes, Charlotte L.

Meyer, Shirley G.
Miller, Bernard R.
Mintz, Harry
Mirsky, Dorothy
Mishel, Jack

Moch, Rosy
Moore, Florence and Marie
Morreale, Yvonne L.

Morris, George C.
Morris, Silverstein
Mosberg, Jacob
Moses, Jerome
Nassau, Ruth

Newfield, Edith R.
Norin, Sidney J.
Noskin, Ruth
Ogden, Marie
Okley, Frances E.

Okmin, Manny
Olshansky, Lester
Pagogne, Mimi
Patis, Irwin C.
Pearlstein, Gene

Peckler, Florence
Perlman, Samuel B.
Perlow, Bertha
Perres, Ike and Sylvia
Perry, Mary F.

Peterson, Lucille S.
Phillips, Peter
Pomerantz, Alex
Powers, Estyr
Prager, Dorothy B.
Preskill, Jerry A.
Priola, Ann M.
Purdy, Donald

Raban, Frances A.
Racusin, Clara
Randall, Charles
Randall, Louise B.
Rapaport, Melanie

Reicin, Frank
Riebandt, Chester A.
Roche, Florence
Rose, Beatrice
Rosenbloom, Hilda

Rosenthal, Maurice
Ross, Gertrude
Rovner, Sarah
Rozycki, Sophie
Rubin, Maurice H.

Ruddy, Edna M.
Saipe, Bruce
Saks, Anna

Samburs, Marion
Samuels, Iris
Sandlow, Pearl B.
Savich, Borisava and John
Schain, Harold

Schauble, Helen R.
Schechtman, Hyman C.
Schechtman, Julius
Scherer, Madeline M.
Schiller, Maurice

Schneider, Irving
Schoen, William
Schultz, Dorothy M.
Schuman, Alan
Segal, Donald W.

Sennott, Margaret T.
Shapiro, Georgia
Shaykin, Rose
Shayne, Irwin
Sher, William

Sherman, Florence
Shulman, Evelyn
Siegan, Jerome
Siegel, Sarah
Silverman, Gussie G.
Simpson, Gladys L.
Slaton, Pearl J.
Slowik, Julia

Smith, Keith C.
Snow, Nathaniel B.
Soble, Milton
Sorock, Frieda
Spiegel, Jack and Ruth

Spier, William
Stein, Julius
Stenn, Phyllis
Stevenson, Meyer M.
Stevenson, Rachel

Stewart, Ruth
Stone, Joseph K.
Stutz, Ruth M.
Swee, Maurice C.
Takahashi, Geraldine

Taustein, Harold A.
Taxey, Esther S.
Taylor, Mary

Teborek, August
Treffman, Joyce M.
Tresise, Francis H.
Tudor, Jean
Tulsky, Alex S.
Tynan, Helen R.
Urkov, Ida
Vick, Annette
Victor, Ruth
Voliner, Gertrude
Wales, Carolyn
Waller, Bess H.
Watson, Jessie A.
Watts, Evadean M.
Wayne, Lillian
Weiner, Beverly J.
Weisman, Eugene
Woldenberg, Vera E.
Wolf, Clarence W.
Wolk, Lila
Woloshin, Lenore
Zahler, Sadie
Zaret, Richard S.
Zelitzky, Alvin
Zenner, Jeanette
Zimmerman, Mourice A.
Zisook, Harold
Zuckerberg, Fannie

BY ALDERMAN LEVAR (45th Ward):

Adams, James W.
Adrian, Catherine P.
Albano, Mae
Attemus, Marion L.
Bakierowska, Kazimiera
Biel, David
Boettcher, Dorothy J.
Boksq, Stanisawa
Bozeday, Eva
Bronzinski, Sophie
Brown, Valentine J.
Burns, William A.
Busulovich, Osman
Cameron, Hugh M.

Caprio, Joseph
Caprioli, Irma M.
Citko, Stanley C.
Cloherty, Grayce
Costabile, Frank

Courtney, Nora
Coxson, Richard J.
Cripe, Geneva I.
Cullen, Vera C.
Dawood, Youarish D.

Dhein, Dorothy G.
Doerr, Lilliam M.
Dove, Rose
Dowd, Walter
Dudek, Anna

Edwards, Frances
Fredrikson, Elinor C.
Gambelli, Geraldine G.
Getz, Marie A. and Helen M.
Gianakopoulos, Mary

Gobeyn, Florence B.
Grelecki, Phyllis M.
Gross, Maxine W.
Gualano, Antoinette M.
Hamal, Hrisoula J.
Haug, Adeline
Hentschel, Emmy

Hoffman, Amelia
Jacobsen, Lillian G.
Janowiak, Jane
Janusz, John A.
Johnson, Ruth E.

Kees, Marie
Kidwell, Catherine
Klockowski, Anna J.
Kolodziej, Janine
Kurz, Anna

Lane, Clara
Leland, Leonard and Helen
Lewandowski, Pearl
Lichvar, Nicholas
Liskevych, Anna

Markiewicz, Angeline M.
Markley, Julie

Messineo, Josephine
Michalek, Harry N.
Netter, Arthur M.
Nodland, Janna
Ortoleva, Eleanor A.

Paglini, Ann
Piekarz, Stefania
Piekarz, Mary A.
Quirk, Frances
Rapp, Edna M.

Rossi, Andrew
Rossini, Anita
Rothe, Emil H.
Rygiel, Alexandra
Schultz, Betty V.

Selig, Lorraine G.
Sheehan, John M.
Shepack, John F.
Skiba, Edward

Stasulas, Walter
Styburski, Sophie
Sukiennik, Bernice L.
Sylvester, Rose G.
Tabor, Sophie

Thorson, Phyllis M.
Tylutki, Alice
Webber, Catherine M.
Wierzbicki, Waclaw
Wilson, Joan

Wrobel, Eleanor M.
Yamasaki, Yukio
Zalesny, Walter F.
Zanko, Lois F.
Zermer, Dolores M.

Zilka, Julia
Zismer, Grace L.
Zumpf, John and Thelma
Zwiefka, Irene

BY ALDERMAN SHILLER (46th Ward):

Abram, Lena
Adelstein, Ida

Ager, Darlene A.
Alfano, Joseph E.

Allington, Bertha
Alper, Jennie
Antic, Milica
Aubuchon, Lillian C.
Babchick, Mollie

Ballou, Robert E.
Batow, Elayne
Baum, Sidney
Beck, Charlotte T.
Bellinger, Irene L.

Berry, Selma
Beskin, Sidney
Bloch, Selma D.
Brewster, Laurie
Brown, Stephanie E.

Brownstein, Marian
Buffens, Delle E.
Butz, Ralph O. Jr.
Carmichael, Mary L.
Civinskas, Ursul

Cohen, Lee
Cohen, Reeva L.
Cohen, Rose

Colan, Estelle
Crandall, Wayne
Daman, Joseph
Debbins, Ellen
DiGesare, Mary

Dill, Sydell B.
Diskan, Esther
Djurasinovic, Miodrag
Dolph, Jane
Edidin, Dorothy

Edwards, Clemonteen
Ellison, Rose K.
Ershler, Harry
Feldman, Rae A.
Fienk, Mollie

Fischel, Geraldine K.
Fishman, Ethel
Fitzgerald, June G.
Foster, Ruth
Fox, Evaa

Fox, Julia
Friedman, Eileen
Friedman, Etta

Geftman, Muriel
Gelfand, Lily
Glickauf, Marion
Gold, Eunice and Robert
Goldberg, Charlotte
Goldberg, Gusta G.
Goldberg, Molly
Good, George H.
Greenberg, Louise
Groell, Blanche
Grombacher, Maxine
Harris, Melvyn J.
Hecht, Dorthe C.
Helman, Nathan W.
Hendelman, Mary F.
Hershman, Seymour
Hobgood, Georgia
Israel, Edward
Jackson, Edward L.
Jacobs, Hilda
Jacobsohn, Miriam
Johnson, Thora
Kajiwara, Chiba
Kale, Winifred A.
Kamberos, Constance
Kanter, Ethel F.
Karch, Meyer
Katz, Charles
Kaye, Molly
Kelly, George P.
Kilborn, Justine D.
Kirsch, Norton
Kissin, Ethel
Kiwi, Gerhard
Klein, Edward
Klein, Lillian M.
Komornik, Emma
Kotch, Rivian
Kramer, Milton
Kroon, Ruth M.
Krueger, Meta
Kumer, Ruth
Lander, Herman B.
Lanoff, Michael S.
Lepunsky, Alice
Levi, Adolph F.

Levine, Howard J.
Levinson, Leonard
Levy, Dorothy
Levy, Sophie
Lewandowski, Boleslaw

Lidsky, Leona M.
Lipman, Rose
Loble, Elizabeth
Lund, Leslie T.
Magidson, Lillian

Mallen, Belle
Marland, Thelma
Maschner, Lucia A.
Matranga, Victoria R.
Meyer, Erich

Mikesell, Rosalind M.
Moscowitz, Mae
Moss, Bertha
Motew, Lillian G.
Mueller, Robert F.

Muenz, Mary
Neiman, David
Neimark, Allan
Neuman, Mary A.
Newman, Lillian
Nichols, Peter R.
Nikitovich, Paul K.
Nims, John F.

Nolan, Charlene M.
Novy, Paul H.
Nuger-Heyman, Kay D.
Oliver, Robert L.
Ottenfield, Sadie

Paulson, Abe W.
Perlson, Seymour
Petcher, Ida E.
Platt, Betty
Rabinkoff, Aaron

Rooz, Claire
Rosen, Orville
Rossuck, Bernice
Rubin, Shirley A.
Sadowsky, Anna

Saranow, Dorothy
Schiffman, Alfred A.
Schoenberg, Kate

Schofield, Mary R
Schulty, Veronica C.
Schuster, Rose
Schwartz, Florence
Schwartz, Harry M.
Seefor, Rose
Seifor, Dorothy R.
Shapiro, Florence
Shapiro, Jack
Sheasby, Hazel E.
Sheinin, Ruth
Sichau, Elsie
Siegel, Harold
Silverman, Beatrice R.
Smith, Mary Jane
Smith, Mozella
Stamm, Eileen
Stein, Michael G.
Stickler, Ruth M.
Stone, Lester
Strauss, Hedy S.
Strom, Sylvia
Tebner, Evelyn
Teschner, Angela
Thornton, Della M.
Turner, Richard E.
Vaneares, Flossie M.
Vanella, Eugene A.
Volkman, Eleanor C.
Wasserman, Louis L.
Weiner, Eda
Westlake, Nancy S.
Whitlinger, Benne B.
Wilcox, Jeanne D.
Wolfson, Florence R.
Yuknis, Bertha
Zubert, Camille A.

BY ALDERMAN SCHULTER (47th Ward):

Allen, Marion A.
Blie, Max
Breslin, John E.
Corso, Anthony

Evans, Laura
Grenshaw, May
Kantor, Anna T.
Lasusa, Bertha
Tarkowski, Edmund
Wilkerson, Myrtle

BY ALDERMAN M. SMITH (48th Ward):

Abraham, Robert F.
Abrams, Bessie
Adler, Ruth P.
Albanese, Maria
Allwin, Florence E.
Alvare, Manuel
Anderson, John
Antichi, Blondell
Antonucci, Anthony
Arambulo, Angel S.
Arbeit, Diana
Arkin, Gertrude
Arnon, Jacob L.
Ascher, Dorothy
Assimos, Angeline
Astrin, Yvette
Atkins, Allen L.
Baime, Joseph L.
Baitcher, Judith
Baizer, Gertrude
Ballantyne, Kathleen
Baltrukonis, Kazimieras
Barker, Eleanor
Beatty, Eloise
Beck, Jane S.
Beecham, Annie
Behrend, May Pietz
Bell, George A.
Benjamin, Sydell
Beretvas, Helen
Bergbom, Grace
Berger, Gertrude
Berjon, Julio and Vera M.
Berkowitz, Shirley

Berman, Rebecca
Bern, David S.
Bettag, Alyce M.
Betz, Marie
Bezazian, Florence B.

Biarnason, Geraldine
Bishop, Bertha
Blaszak, Gabriella
Blatter, Joseph Albert
Blonsky, Louis J.

Bloom, Rae
Blott, Dorothy M.
Boyko, Myrtle F.
Brail, Mabel B.
Braverman, Beatrice

Brennan, Adelaide F.
Brezin, Evelyn
Britten, Fred and Gertrude
Brociner, Haskal
Brockelmann, Marianne

Brody, Thelma
Brorsen, Adeline G.
Brown, Arthur
Brown, Florence K.
Brown, Samuel
Browne, Gertrude
Brull, Frank
Brumbaugh, Owen E.

Buchsbaum, Genevieve J.
Burkhardt, Ellwood
Burton, Dorothy
Burton, Olga V.
Butler, Emily J.

Butzman, Hilda
Cadkin, Emanuel
Caim, Leonard C.
Cameron, Catherine
Carlyle, Mark F.

Casey, Valentine J.
Cawley, Virginia M.
Chaiken, Ann
Chambers, Marion F.
Chapman, George B., III

Cherin, Eva
Chiero, Mary
Christensen, Lorin D.

Clark, James M.
Clements, Elfrieda A.
Clyne, Joyce J.
Cohen, Celine
Cohen, Julius

Cohen, Louis L.
Cohen, Milton
Cohn, Harold E.
Coleman, Donna L.
Collias, Betty Z.

Colovos, Dena
Constable, Sally
Conviser, Mel A.
Conwisher, Louise
Coons, Jane L.

Cornis, Meyer S.
Courialis, Basil
Courtney, Mary A.
Coustan, Kay M.
Cowan, Cecile S.

Cragon, Miller M.
Crane, Florence
Crane, Mary M.

Crowley, Frances M.
Daitch, Lillian
Dankert, Loretta
Darr, Earl R.
Deffry, Margaret

Delpilar, Celia V.
Demma, Lucretia M.
Deutsch, Helen
Dick, Mary K.
Dimicehi, Vincent J.

Dimitrov, Vera
Dolin, Jean
Dolton, Ralph and Bertha
Dooley, Ellen M.
Dreikurs, Sadie

Drell, Alice
Dremak, Margaret
Drury, Melvin
Duke, Edward D.
Durkin, Dorothy A.

Edelstein, Gertrude
Edenson, Lionel
Eglit, Grace W.

Eichelbaum, Herta W.

Eisenstaedt, Leah

Epstein, Gertrude

Epstein, Harry D.

Ersler, Charles R.

Everhard, Marie

Faber, Walter D.

Feder, Ida

Fenton, Arthur S.

Feuerstadt, Ruth G.

Fields, Dorothy B.

Fine, Doris B.

Fink, Marcella

Finke, Wallace

Fisher, Adelaide T.

Fisher, Blanche

Fishlove, Ann M.

Fitzgerald, George J.

Fleischman, Frances M.

Flowers, Charles R.

Fohrman, Seymour F.

Footle, Flora

Fox, Jeannette

Foydl, Elsie

Frederick, Lucille

Freilich, Pauline M.

Freiman, Jean

Friedman, Florence E.

Friedman, Jack B.

Friedman, Lillian L.

Freund, Carlo and Lisa

Fript, Alice

Frost, Lewis S.

Fruehauf, Marianne G.

Funk, Richard W.

Furst, Arnold

Gabbard, Earnest G.

Gallagher, Gerald A.

Gantzert, Bernice H.

Garcia, Jose

Gatsis, Mary G.

Gaughan, Francis I.

Gerber, Ben

Gerlt, Bernice

Giddens, Mildred

Gilbert Betty

Glass, Harry H.
Glassner, Adele
Goff, Lennie S.
Gokay, Raymond
Golbus, Della

Goldberg, Rose E.
Goldman, Anne
Goldman, Leah
Goldman, Phyllis
Goldsmith, Georgette

Goldstein, Mitzi
Goldstein, William
Golembo, Theodore
Gombas, Lillian
Goodman, Al E.

Goodman, Minnette
Goodman, Sara F.
Gordon, Emily
Gorman, Helen J.
Gorman, Luvina L.

Gottfried, Pearl
Gould, Rea
Govostis, James C.

Graff, Mollie
Gray, Maryiane A.
Gray, Mary
Green, Signe
Greene, Ralph C.

Grist, W. Samuel
Gruenberg, Ira
Guenther, Raynerd H.
Gustafson, Irene
Gwynn, Stanley E.

Hahn, Myles J., Jr.
Hanson, Helen J.
Harris, Edward
Hayes, Robert E.
Heft, Theresia

Heinrichs, Erich and Tamara A.
Henkel, Eloise
Herdeg, Regina
Hertz, Margot
Herzog, Fred F.

Hess, Viktor A.
Hilkin, Carole W.
Hirsch, Jean G.

Hoffman, Irving

Holohan, Jewel K.

Horn, Eugenie K.

Horn, Dr. Lydia W.

Hubick, Gloria B.

Humble, Eleanor M.

Hunt, Lucille

Huntowski, Daniel L.

Igolka, Florence

Ishida, Julius J.

Israelstam, Herbert

Jack, Marion S.

Jacobson, Clarence and Adelle

Jacobsson, Patricia

Jankovic, Mihailo

Jensen, Ruth E.

Jensen, Wilma

Jirak, Blazena

Johnson, Doris I.

Johnson, Jane

Johnson, William

Juhasz, Stephen E.

Kahn, Milton

Kaiz, Lillian

Kalant, George A.

Kamen, Jeanette

Kanellos, Mary N.

Kaplan, Minnie M.

Karzen, Dorothy

Kash, Frances M.

Kasmack, Frank M.

Katz, Lillian

Kaul, Mary

Keiser, Frances

Kelemen, Rudolph

Kelleck, Harold and Violet

Kelly, Harry E.

Kelton, Harriet E.

Kerstein, Lorraine

Keys, Frances M.

Khedroo, Frances

Kindlein, Anna

Kirschner, Sylvia

Kleiman, Sally

Klein, Hans B.

Kloeckner, Shirley

Klym, Stella

Koek, Jacques

Kolar, James J.

Kolton, Shirley

Kornecki, Edward A.

Kornick, Jack

Krain, Sylvia

Kress, Mildred S.

Krug, Ann

Kurland, Amelia K.

Landman, George

Larson, Josephine M.

Larson, Mary C.

Laugal, Leona

Lazar, Sam

Leavitt, Anne S.

Leavitt, Jerry J.

Lebensohn, Sra K.

Leib, Mandel

Lerner, Kate

Lessman, Sander

Levchin, Geneviene

Levin, Clare B.

Levin, Helen

Levin, Leona M.

Levin, Manny

Levita, Mildred

Leviton, Bernard

Levy, Michael

Lewandowski, Maria F.

Lichtenstein, Esther P.

Lim, Jose

Lindahl, Helen G. and Grace A.

Lipschultz, Dorothy

Lipson, Muriel M.

Lirtzman, Julius L.

Lissau, Edith

Loeb, Eleanor L.

Loewenthal, Fritz and Emma

Lorenz, Louise

Lorsch, Else

Lubratovic, Daisy

MacDonald, Mary Jane

Madsen, Gertrude V.

Mahoney, James J.

Maki, Melvin W.

Mann, Joseph

Mansour, Marie

Marciniak, Edward A.

Marco, Dorothy

Mark, Norma A.

Markowitz, Jennie

Martin, Louella L.

Marvin, Arthur

Massouda, Gamal

Maurer, Elmer and Sarah

Maybury, Harold K.

Mayer, Erna

McCallister, Jane D.

McGraw, Mary B.

McKelvy, Helen R.

McKiel, Edna H.

McKnight, Pearl

McLean, Ann R.

McWilliams, Margaret

Melamed, Boris G.

Mellick, Eleanor

Mendelsohn, Melvin

Merin, Arthur S.

Meyers, Irving and Thelma W.

Michaels, Trudie

Milford, Ann F.

Minas, Frances F.

Miskell, Frank B. and Emily W.

Mistaras, Evangeline

Moch, Albert

Mollensorf, Isadore W.

Molt, Dorothy B.

Moore, James B.

Morgan, Betsy A.

Morgan, William J.

Moshinsky, Norma R.

Motch, Mollie E.

Myerson, Ann

Nakayama, Joe M.

Naser, John B.

Nastali, Virginia C.

Nechtow, Julia

Neghme, Beatriz M.

Newman, Ethel F.

Nicholson, Sally

Nimtz, Elaine F.

Nocek, Antoinette P.
Nolan, Loretta F.
Noma, Toshio
Norden, Michael
Nortman, Rose R.

Nuckolls, Margaret M.
O'Brien, Charlotte
O'Connell, Catherine
O'Connell, Eleanor M.
O'Connor, Madlyn C.

O'Hare, Vivian
Oleff, Diana
Olentine, Julie E.
Orshan, Morris S.
Orthel, Cleo V.

Osmanski, Mary G.
Pantazelos, Thomas G.
Parks, Gertrude
Parsegian, James
Pasch, Edith A.

Pearlman, Irving
Pelletier, Mary Elizabeth
Peterson, Lawrence H.
Peterson, Morris R.
Peterson, Richard W.
Pfundstein, Mary
Phelan, Amber L.
Phipps, Dorothea

Piesens, Yvonne E.
Pine, Millicent
Pinkert, Rebecca
Platt, Cynthia
Potawhwik, Frances F.

Poter, Sam
Poulos, Bernice
Preston, Alice M.
Price, Florence
Prikopa, Matha L.

Pruvf, Mary T.
Rachofsky, Annette F.
Ramsey, Clarence
Rapp, Doris E.
Reckinger, Ruth R.

Reinking, Donald L.
Reisman, Barney
Resis, George

Reynolds, Ruth B.
Rice, Sylvia
Rifkind, Sadie
Ring, Ann
Ristic, Liliana

Rita,Tony
Robbins, Kenneth C.
Roberts, Florence B.
Robin, Renee
Robins, Myrtle

Robins, Sylvia
Robinson, Estelle M.
Rogers, Vivian R.
Romano, Michael J.
Root, Jean

Rose, Lily S.
Rose, Seymour D.
Rosen, Roma
Rosen, Ruth
Rosen, Vera A.

Rosenbert, Harriet S.
Rosenblatt, Ida
Robenstein, Dorothy

Roth, Irving
Rozran, Rose
Rubenstein, Ada
Ruppeck, Ann
Rutzyk, Aldora

Ryder, Joyce T.
Sakamoto, George
Salamon, Ivan I.
Salinger, Herbert L.
Saltzman, Rae

Samlan, Edythe
Sanes, David
Santelli, Ramona
Sarandrea, Maria T.
Sato, Aya Y.

Saxner, Morris
Schachter, Samuel
Schatell, Helen P.
Schein, Kalman and Betty
Schiff, Leder S.

Schmarak, Pearle
Schmidt, Dorothy
Schrager, Frieda

Schroeder, Camilla
Schwartz, Esther
Secord, William C.
Selig, Gertrude
Shapiro, Clarice G.

Shaughnessy, Ann
Sher, David
Sheridan, Ellen J.
Shore, Gertrude C.
Shubert, Mollie E.

Siegler, Ilse
Silins, Deana K.
Silver, Rose
Silverbrand, Mae
Silverman, Milton and Bertha

Silverman, Sol B.
Silvers, Shirley
Simich, Emil
Simon, Bernice
Simon, Dorothy O.

Simon, Rudy
Simpson, Harold N.
Singer, Kenneth

Slater, Dwight D.
Smith, Herman
Smith, Marion A.
Smoller, Irene M.
Solar, Fay

Sorkin, Dorothy
Sparks, Dorothy E.
Spilky, Ruth-Betty
Stanton, Catherine M.
Starowski, Albert J.

Steiber, Robert and Beatrice
Steiger, Salli
Stein, Nathan P.
Steinberg, Albert
Steinberg, Gertrude

Sternberg, Bernard
Stiebel, Estelle B.
Stoll, Samford P.
Stone, Betty
Strauss, Sara

Stuart, Barbara
Sucher, Charlotte L.
Sugerman, Valborg

Susskind, Leatrice V.
Sylvan, Maurice
Szegho, Elisabeth W.
Tauber, Bernice
Templer, Jeanne

Texchner, Herman P.
Tobisch, Freda
Toekelt, Helen E.
Treger, Shirley S.
Trudeau, Eugenie M.

Tsikouris, Elaine
Uhde, Elsie L.
Vandergraaf, Irma
Varelas, Perle
Vishny, Louis L.

Wagner, Harry
Ware, Bernadine G.
Warner, Wilbur D.
Weber, Marion H.
Wechsler, Joseph R.

Wecker, Lewis E.
Weitzman, Anne B.
Weller, Mary L.
Wels, Eugenia S.
Werner, Stephany
Wernicke, Ruth
Whippo, Priscilla
Whittle, William R.

Wilke, Louis J.
Williams, Elizabeth A.
Winick, Phil
Wise, Sophie
Wistoff, Edna E.

Witney, Etta
Wolfe, Esther
Wolff, Marvin S.
Wonders, Florence V.
Wovell, Rose

Ying, Fenke H.
Yones, Jan
Zeitlin, Ida
Zidoff, Ann
Ziegler, Jerome

Zielin, Jeanette S.
Zlobin, Eugene

BY ALDERMAN MOORE (49th Ward):

Ackerman, Petronella M.
Allman, Esther A.
Applebaum, Sarah
Aronson, Sylvia
Bailey, Thomas
Baldeshwiler, Eileen M.
Balster, Edythe
Baracani, August
Baran, Margaret
Berkowitz, Irving
Berks, Fae
Blair, Dan H.
Block, Yetta
Bond, Robert R.
Brancatini, Georgette
Braverman, Fannie
Broecker, Nourene S.
Campbell, Anne M.
Camper, Lorraine M.
Cannon, Yetta
Carbonatto, Stella
Cebulski, Helen I.
Cohen, Hannah F.
Cohn, Eunice
Cohn, Jerome
Condon, William J.
Cunningham, Daniel G.
Czike, Stephen F.
D'Arpa, Evelyn
Dahlstrom, Irwin A.
Daskal, Min
Dobson, Phyllis L.
Douglas, Harvey E., Jr.
Du Broff, Myrtle L.
Dundes, Roland J.
Edelman, Gus S.
Edidin, David
Eisenscher, Sigmund G.
Evans, Thomas N.
Fasano, Ann
Feldman, Dorothy
Feldman, Natalie S.

Felton, Johanna
Finnigan, Anna T.
Fishman, Max
Frenzel, Helen D.
Ganellin, Beatrice

Georgevich, Vera
Gerrick, Dorothy
Golbus, Ada F.
Greenspan, Mary A.
Greenwald, Henry M.

Hahn, Idell
Handelman, Adelle E.
Harris, May H.
Harris, Sophie
Hartog, Kurt

Hecht, Marcita A.
Heilbrunn, Sylvia
Heitman, Dorothy
Henderson, Irmgard A.
Hermer, James L.

Hermer, Wilfred
Hirsch, Gordon B.
Hirsh, Bernard L.
Hirsh, Helen F.
Hofmann, Aurelia L.
Hollub, Helene
Hollub, Louis
Jimenez, Humberto H.

Johnson, Robert W.
Karlin, Yetta
Kesner, Anette L.
Kitsberg, Muriel
Klegerman, Irving

Klein, Irwin S.
Koven, Sylvia H.
Kupferschmidt, Regina
Lemmerman, Carl J.
Lester, Esther

Levin, Mildred
Levine, Oscar
Levine, Ruth
Levy, Harold
Lindner, Flora

Lipp, Mollie N.
Litman, Dorothy
Lonsbury, James

Lutz, Fannie
Manaster, Irving
Mannix, Bernice E.
Marx, Susi T.
Mayer, Marian M.

McCool, Freda
McFadden, Helen
McGarry, Ella Mae
McGrayie, Anne V.
Meltzer, Naomi

Meves, Vera P.
Molzahn, Estelle
Moskovitz, Charles
Moss, Harvey J.
Myers, Sylvia

Naparsteck, Harold
Newman, Rose
Norling, Kathryn
Nutter, Harvey
Orozco, Nancy E.

Pell, Allen
Perlman, Ruth
Popper, Jewel
Portugal, Irene A.
Preus, Madelyn M.
Price, Bernice
Prinz, Esther
Racusin, Norman

Rappaport, Michael
Ravin, Rose
Raynard, Gloria K.
Rise, Robert J.
Rohrs, Mary

Rosen, Ida
Rosenberger, Irmgard
Rosenthal, Ben
Roseroot, Sylvia
Ross, Ruth L.

Ross, Sylvia M.
Rouse, Carolynn
Russell, Fay L.
Saleh, Aimee
Schachtel, David

Schek, Sonya
Schlosberg, Alice E.
Schoenbeck, Shirley A.

Schultz, Alex
Segal, Annette
Sekera, Mildred L.
Shapiro, Louis W.
Sharon, Geraldine F.

Shparago, Hannah
Simon, Mary B.
Sirinsky, Koby
Small, Cecile T.
Smith, Ethel G.

Sobul, Charlotte
Sosson, Sylvia
Sowa, Walter A.
Spitz, Alice
Stein, Rosel

Stern, Helga
Streich, Arnold J.
Strinel L. Samuel
Stroh, Edward B.
Stuercke, Constance

Tamkin, Robert
Tansey, Katherine
Terrones, John M.
Truelick, Anne
Tuteur, Charles A.
Typlin, Lee
Udelhofen, Lorraine
Ulrey, Elizabeth

Varpa, Auseklis
Vitogianes, Jane R.
Walen, Fannie
Weber, Betty
Weinstein, Ethel

Weiss, Gwendolyn
Werchum, Walter L.
Williams, Velma D.
Wilson, Leah
Wilson, Ruth E.

Witt, Diana
Witte, Marion
Wolff, Dorothy
Zanozik, Walter
Zelden, Alice

Zlatnik, Michael F.
Zyzh, Mary

BY ALDERMAN STONE (50th Ward):

Abelson, Sally
Abraham, Noella M.
Abromowitz, Nathan
Ackerman, Paul
Adelstein, Ida

Albrecht, Sidney J.
Altkorn, Richard
Ament, Sidney
Amster, Saul
Ancell, Irving

Anderson, Eugene L.
Apfelberg, Frieda
Appel, Ruth F.
Applebaum, Milton S.
Arnold, Anna R.

Aron, Harry B.
Asher, Morris
Ashman, Albert
Askounis, Homer J.
Atlas, John
Bachrach, Joseph

Bachrach, Leo A.
Bahrmasel, Martha
Bailey, Virginia F.
Balaban, Edith D.
Balabanos, Ann

Ball, Donald R.
Bannon, Bridie
Barach, Nathan
Barad, Herman
Barbato, Florence A.

Barton, Frank and Frieda
Baskin, Robert
Baskovitz, Diana
Bass, Irene
Baum, Hilda

Becker, Gussie
Becker, Pearl
Behr, Al. L.
Benveniste, Jack
Berg, Toby
Berger, Bessie E.

Berger, Nathan

Bergman, Charlotte

Berkley, Bess A.

Berkovitz, Ethel

Berkovitz, Jean

Berkowitz, Jeanne G.

Berlowitz, Ida

Berman, Jeanette

Berman, Joseph A.

Berner, Oscar

Bernover, Mollie

Bers, Lillian K.

Berstein, Pearl

Bernstein, Sidney M.

Bichl, Geraldine E.

Bierman, Julius

Block, Ben B.

Block, Harold

Blonder, Rosalie

Bloom, Hildred L.

Bloomberg, Victor

Blue, Daniel

Blum, Lillian

Blustein, Helen S.

Boll, Walter L.

Bookstein, Goldy

Boyansky, Grace and Jack

Boyer, Esther E.

Boyle, Elizabeth W.

Bram, Sedelle

Brandhandler, David

Braverman, Florence S.

Bressler, Sylvia

Breyer, Adele S.

Brickman, Samuel

Brodsky, Raymond D.

Brodsky, Sylvia

Brooks, Elsie

Brosilow, Robert

Brown, Fredric D.

Brown, Rose F.

Bruch, Gerston

Bruski, Herman

Bryskin, Florence

Bulmash, Louis

Burnstein, Evelyn

Butler, Ida

Bzdusek, Anna

Cambell, Martha B.

Carlson, Lela Mae

Chaden, Charles B.

Chaiken, Lillian

Chaimovitz, Lillian

Chaness, Dena H.

Checker, Beatrice

Chomon, Ella K.

Cistaro, Eugene J.

Citterman, Marvin

Codell, Rosalie E.

Cohan, Frances F.

Cohen, Adele

Cohen, Bernice G.

Cohen, Bessie

Cohen, Elsie A.

Cohen, Esther H.

Cohen, Helen

Cohen, Irving and Sally

Cole, Sally B.

Cooper, Theresa

Cooper, Millecent H.

Cooper, Sarah

Corn, Albert A.

Cotovsky, Jeannette

Covelli, Josephine

Craig, Thomas J.

Critchfield, Wallace E.

Cutler, Lillian A.

Cutler, Rose

Cynman, Sam

Dahl, Mildred

Daniels, Milton

Davidson, Gussie

Davidson, Louis A.

Deitch, Betty

Deitch, Cella

Delove, Claire

Delott, Sam

Dennen, Sidney

Desser, Betty

Detlow, Mary Ann

Deusch, Clara

Diamond, Helen

Diamond, Rita
Diamond, Shirley
Dobbs, Eugene H.
Dorfman, Ann
Dorland, Herman

Drobny, Jack
Drucker, Marion
Dubinsky, Leo
Duchen, Samuel J.
Dudnik, Sabina

Dunn, Louis
Dushkin, Galla A.
Edelheit, Arthur
Edelheit, Ben
Edelheit, Morton R.

Edelstein, Sollie
Eisenstein, Joseph
Elbaum, Aron
Eldrenkamp, Carroll D.
Ellis, Daniel

Ellison, Irmgard R.
Emmerman, Anne
Engel, Mary C.
Entin, Dorothy
Epstein, Beatrice
Epstein, Beatrice
Epstein, Gladys
Epstein, Jack E.

Epstein, Sadie
Epstein, Sara
Factor, Clara
Faigan, Naomi
Fairchild, Virginia

Falstein, Harold W.
Farkas, Samuel
Feder, Louis
Fefer, Leon
Feinstein, Jack J.

Feldman, Harry
Feldman, Hyman
Feldman, Ruth
Feldstein, Harold
Fellerman, Sherrell

Fiaklow, Abe
Filerman, Peggy
Fine, Max

Fink, Sylvia G.
Fischer, Stacia H.
Fischer, Vera
Fishman, Sally
Fitzgerald, Jean C.

Fleishman, Ben
Fox, Louise and Thomas
Frank, Robert
Frank, Vivian
Friedman, Belle

Friedman, Eileen
Friedman, Lorraine
Friedman, Mildred T.
Friedman, Mollie
Friedman, Netti

Funtowitz, Sol
Furie, Leo
Furie, Leo M.
Gallay, Polly R.
Galpin, Fannie

Galter, Flavia
Gareny, Gerda B.
Garvey, Sadie

Gassner, Irving H.
Gergans, Minnie
Gertz, Gwendolyn
Gilman, Sally
Gitler, Arthur

Gleiberson, Louis
Glickman, Dorothy
Glickman, Lucille K.
Glustoff, Evelyn
Gold, Benjamin

Gold, Charles
Gold, Esther
Goldberg, Bettie
Goldberg, Fay
Goldberg, Herbert

Goldberg, Marian
Goldfein, Edwin
Goldhirsh, Leon
Goldin, Lillian G.
Goldman, Esther D.

Goldman, Ida B.
Goldman, Lilyan
Goldman, Nathan

Goldman, Shirley
Goldman, Sylvia
Goldstein, Edwin
Goldstein, Ethel
Goldstein, Jennie
Goldstein, Klara
Goldstein, Rose L.
Goldstein, Ruth
Goloff, Jeanette
Goloub, Samuel J.
Goodman, Harry
Goodson, Odda B.
Gordon, Edward
Gordon, Eva
Gordon, Evelyn
Gordon, Lillian
Gordon, Mayer L.
Gordon, Minnette
Gordon, Muriel
Gordon, Norman D.
Gordon, Ruth
Gordy, Louis
Gould, Edwin
Graff, Jerome
Greenberg, Abe
Greenberg, Leo J.
Greenberg, Lorraine
Greenberg, Lorraine R.
Greenberg, Mary
Greenberg, Rueben and Helen
Greenberg, Sam
Greenblatt, Leon
Greenfield, Raymond L.
Greenman, Albert and Mary
Greenspan, Florence
Gregory, Theodore
Grippo, Elfriede
Groner, Mennette
Gross, Herman
Gross, Hersz
Gross, Josef A.
Gross, Lillian
Gross, Warren B.
Grossman, Pearl
Grossman, Sara
Guidice, Betty

Guon, Morris and Eva
Guysenir, Maurie G.
Haggbert, Eric
Handzel, Max
Hankin, Evelyn

Hanrahan, Margaret Mary
Harding, Shyrlee A.
Harris, Sylvia
Harrison, Gertrude R.
Hauptman, Jack

Heftel, Sylvia
Hegg, Dorothy M.
Heidelberger, Robert and Ruth
Herckis, Jack
Herskovitz, Moritz

Herst, Leonard
Hertzberg, Irving R.
Herz, Margot
Hess, Ada
Hesselberg, Louis

Hetland, Elvira
Heyman, Dorothy
Hirshfeld, Goldie

Hoff, Mildred
Hoffman, Bernard
Hoffman, Robert
Holland, Belle
Holland, Millie

Holtzberg, Rae
Horner, Margaret
Horowitz, Anne
Howard, Adelle
Hunercook, Helen

Hurwitz, Jeanette
Hyson, Norma E.
Ianotti, Mary R.
Ikeler, Mildred R.
Imber, Dena C.

Irwin, Clarisse
Isen, Joe J.
Ishida, George T.
Jaffe, Frank H.
Janofsky, Eleanor

Johns, Bruce
Johnson, Roland S.
Joseph, Mollie

Juster, Nathan B.
Kachman, Clara L.
Kaghan, Madge
Kahn, Clara
Kahn, Rose

Kaiz, Celia
Kalika, Dorothy
Kalopeses, Katherine
Kamen, Theodora I.
Kampel, Sol

Kantowicz, Edmund
Kaplan, Albert J.
Kaplan, Anna
Kaplan, Arie
Kaplan, Goodwin

Kaplan, Ida
Kaplan, Josephine H.
Kaplan, Lillian
Kaplan, Lottie
Kaplan, Mildred L.

Kaplan, Rose
Kaplan, Viv
Karrer, Norman

Kassner, Elsa
Katz, Esther
Katz, Philip M.
Katz, Sol
Kaufman, Fremont M.

Kay, Michealene
Kearns, Kathryn M.
Kelner, Henrietta
Kelner, Sally
Kempler, Marjorie

Kesselman, Annette
Kim, Soo Han
Kimmel, Sylvia
Kirman, Frieda
Kirsch, Esther

Kite, Edith
Klee, Lillian E.
Klein, Cecilia
Kleinberg, Milton
Klesman, Leon C.

Klier, Herman
Kline, Jack
Klinenberg, Jacqueline

Kling, Margareth
Knopf, Beatrice
Koenig, Mildred
Koenigsberg, Maida
Korner, Anna

Kornick, Rose
Korycan, Herman
Koslowsky, Ruth
Kossow, Florence
Kotlicky, Celia

Kovin, Florence
Kozin, Helen
Kraft, Alex
Kraft, Sam
Kraitsik, Norman I.

Kramer, Walter E.
Krash, Frieda
Kravets, Rose
Kravitz, Esther
Kreiman, Sidney

Krupp, Kay
Kupperman, Marian
Kurland, Ruth

Kussy, Anna
Landa, Anna
Landesman, Max
Landesman, Sylvia
Lane, Samuel F.

Lang, Bertha
Lapedus, Helen H.
Lapine, Bertha
Lazarus, Jack H.
Leader, Hyman

Lebovitz, Evelyn
Leff, Eva H.
Lefkovitz, Mary C.
Lehner, Rose
Leiberman, Jessie

Leipsig, Robert
Lerner, Sylvia M.
Levenson, Ann
Levenstam, Mollie
Levin, Gerald S.

Levin, Ida
Levin, Morris M.
Levin, Phyllis

Levin, Sue
Levine, Marion
Levinson, Molly
Levitansky, Helen S.
Levitt, Rose

Levy, Abe
Levy, Estelle
Levy, Margaret
Levy Max
Lew, Morton

Lewis, Dorothy and Milton
Lewis, Molly
Lewis, Susan
Lieb, Joseph
Lieberman, Ruth

Lieberson, George
Lipschultz, Melvin
Liss, Ida
Lobert, Sol
Lock, Walter B.

Loeb, Eugene
Loeb, William
Loewenberg, Eleanore
Loewy, Henry
Loman, Vera
London, Estelle
London, Hyman I.
Lopin, Ann E.

Lutsey, James E.
Lyman, Robert E.
Machat, Thelma
Mackin, Mary
Makino, William Y.

Mall, Edith T.
Mangurten, Jack
Mantell, Jean
Marcus, Esther S.
Marcus, Sylvia

Marks, Harry
Marks, Reva
Marshall, Joseph
Martin, Ruth L.
Massarsky, Marjorie H.

Mattes, Eleanor
Matthews, Carl L.
McCormick, Maurice D.

Meilach, Mildred
Melnik, Marcus
Melzer, William
Mendelsohn, Harry
Mermelstein, Albert

Messe, Lillian
Metcalf, Elizabeth
Michalski, Harry L.
Michel, Belle
Michelson, Irving

Miller, Bertha
Miller, Faye
Miller, Naomi R.
Miller, Sidney E.
Minceberg, Rose

Minkus, Samuel
Mintzer, Beverly S.
Mishoulam, Ruth
Mitchell, Gloria
Moll, Hanna Z.

Moonin, Betty R.
Morgan, Alex
Mosak, Faye

Moscovitz, Mary
Moses, Louis
Moskovitz, Henrietta
Mueller, Emily M.
Munson, Harry

Myer, Belle
Myers, Alma
Nagler, Jeanne
Nathan, Carl
Nathan, Libby B.

Naxon, Fern
Neiditch, Julian
Neiman, Martha B.
Neimark, Ben
Neimark, Jeanne L.

Nemeroff, Haskell
Newman, Rebecca
Neyhus, Arthur I. and Miriam
Nielsen, Constance M.
Niessen, Lillian S.

Nixon, Rose
Noble, Helen E.
Nork, Hollis W.

Novak, Sarah Schechter

Nowakowski, Clemence

Oboler, Marilyn

Olbinsly, Philip

Oliven, Anna

Olshansky, Eugene and Lucille

Olson, Marilyn L.

Omans, Bess

O'Meara, Alice L.

Overgard, Jack P.

Ovrutzka, Sara

Pastko, Rose

Pearlman, Eve

Peate, Gloria

Peddy, Jay J.

Peller, Hannah

Perkins, Thelma C.

Perlman, Helen

Perlman, Lillian

Perlow, Bernard

Peterson, Dorothy M.

Pickard, Bernice

Piel, Sidney

Pietrowski, Morris

Pine, Florence

Pinkus, Aria and Gitla

Pinsky, Kobey

Pishitello, Jennie

Pitler, Jennie

Polen, Dinah

Polisky, Irwin

Pollack, Roslyn

Pollack, William

Pollock, Aaron

Pomerance, Rose

Pomerantz, Ruth L.

Pool, Anne L.

Port, Idell

Prager, Robert

Price, Elizabeth

Prince, Rebecca

Prochep, Bernard J.

Pruzansky, Helen

Puetz-Sheets, Doris J.

Rabinovitz, Mae

Rachlin, Mary

Rappaport, Esther
Rappeport, Adolph
Rappeport, Milton
Rapport, Ella S.
Rapport, Ida

Ray, Emanuel M.
Recksieck, Gloria M.
Reif, Jennie
Reiff, Sidney C.
Resnick, Sophie

Resnik, Leo
Rhine, Ruth
Richelle, David
Richmond, Milton
Riebe, Eva M.

Riffkind, Maxwell
Rissman, Edith
Roberts, Goldie
Roder, Mildred F.
Rontal, Ruth

Rose, Seymour K.
Rosen, Arthur
Rosenberg, Lillian
Rosenberg, Sadie
Rosenbloom, Catherine
Rosenblum, Leonard
Rosenthal, Nina
Rosenthal, Sophie

Rosenthal, Sylvia
Rosin, Mary
Ross, Harriet
Ross, Morris
Ross, Selma

Roter, Chaskel
Roth, Jean
Roth, Ruth
Rothman, Margie
Rotstein, Ethel

Rozenstravch, Lina
Ruben, Alvin
Ruben, Robert B.
Rubenstein, Edna L.
Rubenstein, Esther

Rubenstein, Jessie G.
Rubin, Esther F.
Rubin, Ethel (2)

Rubin, Florence
Rubin, Gertrude M.
Rubin, Mildred
Rudich, Deena
Rudy, Morris

Rukin, Hyman M.
Russakov, Esther
Russell, Ruth
Ruthman, Frances
Sacolik, Marion

Safer, Martha
Safirstein, Albert
Sager, Claire
Saitlin, Ben
Salice, James

Saltzberg, Sam
Sandler, Gale
Saponar, Jaime N.
Saposnik, Joseph T.
Sarnat, Bernard D.

Sarnat, Emily
Satin, Ruth R.
Saunders, Mamie

Savoy, Christine
Sayad, Virginia
Schaffner, Irving
Schaner, Shirley
Schechter, Clara S.

Schiel, Edith
Schlenvogt, Mary B.
Schlesinger, Sadie M.
Schneider, Jeanne H.
Schneider, Regina

Schomer, Jeanette
Schonburn, Elizabeth S.
Schrenzel, Grete
Schulman, Betty
Schwartz, Eve

Schwartz, Norman N.
Schwartz, Sylvia
Schwieger, Martha K.
Seaman, Evelyn
Seefor, Bertha

Semer, Alvin G.
Sered, Jeanette E.
Serep, Pearl

Seymour, Rose K.
Shaffer, Mollie
Shanoff, Beatrice W.
Shapiro, Annette
Shapiro, Helen

Shapiro, Isaac B.
Shapiro, Lester R.
Shapiro, Max J.
Shapiro, Rae
Shapiro, Rose

Shapiro, Sam
Shapiro, Sema
Shapiro, Zelda
Shaw, Marie G.
Shepard, Kate

Sherman, Charles
Sherman, Max B.
Shevin, Edna
Shier, Carl
Shiner, Clara

Shulman, Cele
Shulman, Milton D.
Shuman, Sarah

Siegler, Anne
Siegler, Jeanette
Silver Allan
Silver, Hyman
Silver, Jean

Silverman, Bernice
Silverman, Mac
Silverman, Rose
Simmons, Dorothy T.
Simpson-Wolock, Shirley

Singer, Magda
Singer, Rita
Sinton, Rose
Sklansky, Estelle M.
Skolnick, Faye

Smith, Lillian B.
Smith Rosalie
Snowhite, John
Soibel, Bertha
Sokol, William H.

Solar, Dorothy
Soll, Albert
Solomon, Frieda R.

Solomon, Rosalie
Sondler, Beatrice
Sosin, Max
Spalter, Gertrude
Spangler, Esther L.

Spicer, Gretchen
Spiegel, Pearl D.
Spielman, David
Spiroff, Boris E. N.
Spritz, Louis

Stanis, Ann
Stanis, Joseph J.
Starkman, Louise L.
Stavy, Beatrice
Stawarz, Frank C.

Stein, Gertrude
Stein Irving
Stein, Sam
Stein, Selma G.
Stein, Shirley

Steinberg, Bernard J.
Steinberg, Harriet L.
Steinberg, Irving

Stepner, Florence
Stern, Bertha
Stern, Milton
Stillman, Annette
Stoller, Ben N.

Stone, Beatrice S.
Stopek, Helen
Straus, Eli
Sublette, Albert
Sugar, Yetta

Superfine, Rosalie
Swee, Louis E.
Tannenwald, Kurt S.
Tansey, Mary
Tantillo, Sylvia

Tarampi, Venancio C.
Tatsumi, Masako
Tauman, Sarah
Taxe, Shirley
Teitelbaum, Frances

Tenenbaum, Jerome
Theos, Theresa
Thoma, Margaret J.

Ticktin, Joseph J.
Tiersky, Sarah
Tilles, Ann J.
Toporek, Fruma
Topper, Annabel

Torf, Irving
Trast, Evelyn
Traynor, Anne G.
Tuber, Thelma
Tuchten, Irwin A.

Turck, Bernard L.
Turner, Charles
Turner, Joseph B.
Ungar, Max S.
Unterman, Abe M.

Urban, Anthony
Vack, Georgia
Van Gelder, Irvin
Vann, Leonard
Venet, Bess

Venet, Dianne
Venturella, Sam
Vision, Minnie K.
Volkmann, Michael
Wagman, Faye
Waldman, Dorcee B.
Walkarz, Sara
Wall, Max

Wallace, Paul
Walsh, Howard O.
Warsaw, Lawrence
Wasserman, Morris N.
Weil, Anne

Weinberg, Bess
Weiner, Jean
Weiner, Minnie
Weiner, Teresa S.
Weinstein, Charles

Weinstein, David D.
Weinstein, Jean L.
Weintraub, Estelle
Weisenberg, Hymen
Weiss, Betty

Weiss, Elsie
Weiss, Fay A.
Weiss, Helen

Weiss, Milton
Weiss, Rose
Weiss, Seymour
Wells, Gwendolyn M.
Wenger, Lina C.

Wernick, Gertrude E.
Wexler, Gertrude W.
White, Esther
White, Jean H.
White, Robert

Whiteaker, Wesley E.
Whitehouse, George
Wiaz, Sara
Widen, Leo
Wilensky, Maurice

Willens, Hyman
Willens, Riva
Willinger, Irwin F.
Wilzen, Lisa V.
Winer, Leroy
Winicour, Yetta
Winner, Mollie S.
Wolberg, Sally

Wolf, Gabriel
Wolf, Shirley R.
Wolfe, Hannah
Wolnak, George
Wolpoff, Ruth

Yablong, Marvin K.
Young, Herbert
Zandell, Irving
Zavilyansky, Mark
Zelmar, Doris

Ziegler, Shirley
Zimmerman, George J.
Zinger, Mark

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (February 9, 1994).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on February 9, 1994 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

AMENDMENT OF TITLE 13, CHAPTER 64 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTIONS 190 THROUGH 300 REQUIRING CARBON MONOXIDE DETECTORS IN VARIOUS BUILDINGS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Buildings, deferred and published in the Journal of the Proceedings of February 9, 1994, pages 45180 through 45184 recommending that the City Council pass a proposed ordinance amending Title 13, Chapter 64 of the Municipal Code of Chicago by adding thereto new Sections 190 through 300 requiring carbon monoxide detectors in various buildings.

Alderman Stone moved to substitute a new ordinance for the proposed ordinance which was deferred and published. The motion to *Substitute Prevailed.*

Thereupon, on motion of Alderman Stone, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 44.

Nays -- Aldermen Bloom, Doherty -- 2.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 13-64 of the Municipal Code of Chicago is hereby amended by deleting existing Sections 13-64-190 and 13-64-200, as passed by the City Council on September 15, 1993, and published at page 37766 of the Journal of Proceedings of the City Council of said date, and by inserting new Sections 13-64-190 through 13-64-300, as follows:

13-64-190 Carbon Monoxide Detectors -- Required In Residential Units.

Every building of residential or mixed occupancy and having one or more residential units shall be equipped with approved carbon monoxide detectors in accordance with this chapter.

For purposes of this chapter "residential unit" includes Class A-1 single-family dwellings as defined in Section 13-56-030 of this code and Class A-2 multiple dwellings as defined in Section 13-56-040 of this code.

13-64-200 Carbon Monoxide Detectors -- Exemptions.

The following residential units shall not require carbon monoxide detectors:

(a) a residential unit in a building that does not rely on combustion of fossil fuel for heat, ventilation or hot water, and is not sufficiently close to any ventilated source of carbon monoxide, as determined by the building commissioner, to receive carbon monoxide from that source.

(b) a residential unit that (1) is heated by steam, hot water or electric heat, and (2) is not connected by ductwork or ventilation shafts to any room containing a fossil fuel-burning boiler or heater, and (3) is not

sufficiently close to any ventilated source of carbon monoxide, as determined by the building commissioner, to receive carbon monoxide from that source.

13-64-210 Carbon Monoxide Detectors -- Location.

Not less than one approved carbon monoxide detector shall be installed in each residential unit. The detector shall be installed within 40 feet of all rooms used for sleeping purposes.

In every hotel and motel, one approved carbon monoxide detector shall be installed for every 10,000 square feet of floor area, or fraction thereof, (a) on every floor on which a fossil fuel-burning appliance, boiler or furnace is located, and (b) on every floor on which sleeping rooms are heated by any type of warm air heating plant as defined in Chapter 13-184 that burns fossil fuel. Floor area shall be computed separately for each floor.

13-64-220 Carbon Monoxide Detectors -- Dwelling Units Heated By Space Heaters.

Each dwelling unit employing space heating equipment that is located within the dwelling unit and that burns fossil fuel shall be equipped with at least one carbon monoxide detector.

13-64-230 Carbon Monoxide Detectors -- Standards; Rules.

Every approved carbon monoxide detector shall comply with all applicable federal and state regulations, and shall bear the label of a nationally recognized standard testing laboratory, and shall meet the standard of UL 2034 or its equivalent. The building commissioner shall issue rules and regulations not inconsistent with the provisions of this chapter, for the implementation and administration of the provisions of this chapter relating to carbon monoxide detectors.

13-64-240 Carbon Monoxide Detectors -- Battery Removal Violation -- Penalty.

It shall be unlawful for any person to remove batteries from a carbon monoxide detector required under this chapter, or in any way to make inoperable a carbon monoxide detector required under this chapter, except that this provision shall not apply to any building owner or manager or his agent in the normal procedure of replacing batteries.

Any person who violates this section shall be punished by a fine of not less than $300.00 nor more than $1,000.00 and/or confinement for a period of not more than six months.

13-64-280 Carbon Monoxide Detectors -- Buildings Heated By Central Fossil Fuel Powered Heating Unit.

In every building that is heated by one main central fossil fuel powered heating unit, and that is not exempted under Section 13-64-200, one approved carbon monoxide detector must be installed in the room containing the central heating unit.

13-64-290 Fossil Fuel Defined.

Whenever used in this chapter, the term "fossil fuel" shall include coal, natural gas, kerosene, oil, propane and wood.

13-64-300 Penalties.

Any person who violates any provision of Sections 13-64-190 through 13-64-280, for which a separate penalty is not provided, shall be subject to a fine of not less than $300.00 and not more than $1,000.00. Every day that a violation is allowed to continue shall constitute a separate and distinct offense.

SECTION 2. If any provision of this ordinance or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or invalid application of this ordinance. It is hereby declared to be the legislative intent of the City Council that this ordinance and the chapter to which it relates would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.

SECTION 3. This ordinance shall take effect October 1, 1994.

MISCELLANEOUS BUSINESS

Rules Suspended -- AMENDMENT OF TITLE 4, CHAPTER 44, SECTION 160 OF MUNICIPAL CODE OF CHICAGO BY EXTENDING TIME LIMIT ON SALES OF MILK WITHIN CITY TO FOURTEEN DAYS FROM DATE OF PASTEURIZATION.

Alderman Buchanan presented the following proposed ordinance:

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

SECTION 1. That Section 4-44-160 of the Municipal Code of Chicago is hereby amended by inserting therein the following language in italics and deleting the language in brackets, below:

4-44-160 Time Limit On Sales.

All pasteurized milk, flavored milk, cream, half-and-half, low-fat and skim milk or skimmed milk shall be sold not later than [nine days] *fourteen days* from the day of pasteurization, and such maximum time limit shall be designated on the label, cap or tag in accordance with the provisions of Section 4-44-110.

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

Alderman Buchanan moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed.*

Thereupon, on motion of Alderman Banks, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Burke, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 41.

Nays -- Aldermen Steele, Jones, Watson, Wojcik, Bernardini -- 5.

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

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Mr. and Mrs. Vincent Marino;

Thirty students from the Upward Bound Program, Triton College, accompanied by instructor, Ms. Erlena Robinson and counselors, Mrs. Evie Rife and Mr. Arthur Lewis; and

Fifty eighth grade students from Stephen Gale Academy School, accompanied by teachers, Mrs. Ronna Kramer, Mr. Lazaro Altamirano and Mr. Les Nagy and parents, Mr. Wayne Frazier, Mrs. Juanita Frazier and Mr. Dennis Weekly.

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 second (2nd) day of March, 1994, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-third (23rd) day of March, 1994, 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, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Madrzyk, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Evans, Munoz, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, O'Connor, Doherty, Natarus, Bernardini, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, March 23, 1994 at 10:00 A.M., in the Council Chambers in City Hall.

Ernest R. Wish

ERNEST R. WISH,
City Clerk.